



REQUEST FOR PROPOSALS – City Comprehensive Plan Update

City of Bristol, VA

February, 2023

I. Introduction

The City of Bristol, Virginia (City) is accepting proposals from qualified consulting firms with considerable experience in community design, land use planning, economic analysis and citizen involvement/participation to prepare a new Comprehensive Plan (Plan) for the city with a proposed second phase of work to include revision of the city land use ordinances.

The Planning Commission believes that this is the appropriate time to create a new Plan to provide direction in the areas of land use, transportation, infrastructure, housing, community services, and economic development for the community. The goals and objectives set forth in the Plan, and developed through engagement and input from citizens, will be implemented by amendments to the appropriate development ordinances, capital improvement program, and other related programs and ordinances.

The City is seeking an innovative plan with an out-of-the-box approach to the comprehensive planning process. It is the City's desire that there be significant and meaningful community participation in preparation of the plan and that the consulting team includes substantial opportunities for citizen participation throughout the planning process using a variety of methods.

It is the hope of city officials that this planning effort be a catalyst to jump-start a new future for the City and to generate excitement about the city's development. The city staff has looked at models of planning successes in Virginia localities such as Lynchburg and Roanoke; as well as larger city examples like Chicago, Cincinnati, and Miami where the planning efforts have led directly to bold new investment and development in downtowns and neighborhoods, as well as preservation of open spaces and historic features. Bristol's goal is that the Comprehensive Plan Update provides an effective means to achieve renewed community vitality, well-being, and pride; and serves the citizens and its representatives for many years to come.

The City is seeking proposals following Virginia Code Section 2.2-4301 3b. for competitive negotiation. Consultants are permitted to submit proposals that provide full in-house services or submit proposals using a team approach wherein a lead Consultant will use select services provided by other firms. A Consultant's proposal must reflect the ability to provide a full range of expertise in all areas including but not limited to land use planning and zoning; demographic and economic analysis; transportation planning; utility planning; community visioning; urban design; community development; and GIS. Additionally, proposals must identify experience with public

outreach, facilitation of public meetings, public relations and media campaigns, and presentation graphics.

The Scope of Work in Section V details the tasks to be performed and deliverables to be produced by the consultant are in Section V. This RFP also contains the following: community description, planning background and purpose, community engagement, project structure and process, proposal content, anticipated timeline, submittal requirements, and evaluation criteria.

II. Community Description

The City of Bristol, Virginia is located along Interstate 81 in Southwest Virginia adjacent to Bristol, TN. The City had a 2021 population of 17,054 persons and lies within the Bristol VA/TN/Kingsport Metropolitan Statistical Area (MSA) which contains approximately 309,000 persons. Bristol has a rich history that is being translated into a vibrant downtown supported by a unique community. Bristol is a city that is split between Virginia and Tennessee. Both municipalities operate separately with some overlapping responsibilities and departmental coordination.



Bristol is recognized as the birthplace of country music and opened a Smithsonian Institute affiliate museum in 2014 celebrating the city's musical heritage. The museum is forecasted to attract more than 70,000 visitors annually and foster continued redevelopment of the already bustling downtown. State Street, which also serves as the state line between Virginia and Tennessee, hosts a multitude of businesses including national chains and hometown entrepreneur successes. Loft apartment and condos further enrich the

growing downtown community. Bristol has promoted tourism and retail development through the establishment of a Main Street district, a Tourism Zone, and an Arts and Entertainment district.

Located adjacent to Interstate 81, Bristol, VA has four interchanges providing access to businesses, neighborhoods, industrial areas, and downtown. A Casino has recently opened in Bristol Virginia on Gate City Highway off of Exit 1. It is currently operating under the name of the Bristol Casino with future expansion by Hard Rock to include a new hotel and music venue. This area of Bristol is poised to change with the addition of the casino and should be a primary focus of the proposed plan.

Despite the successful commercial development and new housing development over the last ten years, Bristol has significant community development needs. Approximately 62% of the total housing stock in Bristol is 50 years or older, and many houses are in need of rehabilitation. Over one quarter of all homes in the city are multi-family units. The City has been working on housing rehabilitation as well as blight reduction, through its Community Development Block Grant program, and the City has several older neighborhoods that are designated historic districts.

The median household income in Bristol is \$30,679 with 22.1% of the population falling below the poverty level. The employment base is approximately 23.8% accommodation and food services; 17.2% retail/wholesale trade; 15.4% government; and 15.3% manufacturing. The unemployment rate is currently 3.5%.

In addition to I-81, Bristol is served by the main line of the Norfolk-Southern Railroad – the railway being the main reason for the founding of the city in 1856 – and the Tri-Cities Regional Airport in nearby Blountville, Tennessee. The city operates numerous parks, including the 400 acre Sugar Hollow Park on the northeastern edge of the city, and the Randolph Park complex with football stadium and Minor League Baseball Park.

III. Planning Background and Purpose of Update

As required by Virginia Code, every locality in the state must have a Comprehensive Plan and must review the plan at least every five years and amend it as necessary. The City of Bristol’s first Comprehensive Plan was adopted in 1980, and a second, updated plan was done in 1995. The latest updated plan was completed in 2017 with a land use plan update completed in 2019.

Recognizing the need to proceed with the update, the City Council and Planning Commission have budgeted for and approved the solicitation of a consultant to assist in the drafting of a new comprehensive plan, including a future land use map, to help guide the City’s growth and development.

IV. Community Engagement

The City of Bristol, VA considers itself to be a progressive and forward-thinking community and desires to have a Comprehensive Plan that will be both inspirational and useful for the community and its elected and appointed officials. As part of the planning process, the City desires to place a major emphasis on broad-based community engagement, recognizing a variety of methods that residents use to obtain and share information.

The City is seeking a consultant team that will engage the public through various media, including presentations at public meetings, social media, the Internet, and workshops throughout the project. The community engagement process should be empowering for the public, engaging people in the process, and maintain their continued participation. The Consultant should embolden the community to think beyond the status quo, fostering an environment of cooperation in working together for Bristol’s future. The methods of public outreach and involvement should be advanced and inventive in manners that encourage residents to connect within the community to bring value to the plan.

V. Scope of Work

The selected Consultant will identify and assess local conditions and needs, analyze demographic implications, identify areas for potential growth or improvement, and formulate strategies

necessary to foster the successful implementation of the Plan. The Plan needs to follow VA Code § 15.2-2223 in terms of the contents and nature of the Comprehensive Plan.

There are two primary objectives of the Comprehensive Plan: (1) to examine the challenges faced by the community and provides strategies for overcoming those challenges; and (2) to identify opportunities available to the community for growth and development but preserving the City's heritage and "small town quality of life." The Plan should inspire, guide, and direct the growth of the community while being sensitive to existing residents and businesses.

The Plan should provide clear and defined guidance to the development community and serve as a framework for the development of future land use policy, appropriately addressing the relationship between land use and transportation planning. It is important to the City that its Comprehensive Plan be respectful of any other adopted plans including but not limited to the transportation plans prepared by the Bristol VA/TN Metropolitan Planning Organization (MPO).

The Comprehensive Plan should include a vision statement for the City and provide policy statements, goals, objectives, guidelines, maps, and graphics that will serve as a working framework for the development of future land use, transportation, and other public policy areas.

The Comprehensive Plan should provide clear and predictable guidance to citizens, stakeholders, developers, and the City's Staff. It should maintain collaborative and respectful relationships within the community and surrounding neighbors and establish policies and priorities for coordinated development/redevelopment and potential infrastructure improvement and/or expansion. It should serve as a strategic plan for the City by including specific action strategies under broad, general goals and objectives.

Required Tasks: The scope of work will include, but will not be limited to, the following tasks:

A) Project Reconnaissance:

- 1) Meet with City staff to review the scope of work and existing information available.
- 2) Conduct community visits and inventory physical conditions.
- 3) Review previously completed planning documents for the city or related agencies.
- 4) Prepare an existing conditions report to submit to the City Manager, Community Development and Planning Director, and Planning Commission

B) Project Management:

- 1) Select a Project Manager who will serve as the primary point of contact for the duration of the project.
- 2) Prepare a project management plan.
- 3) Prepare and submit monthly progress reports, invoices, and billings.
- 4) Establish and maintain a project schedule with key milestones.
- 5) Organize and coordinate meetings for review and provide status updates of various elements of the overall project.

C) Project Initiation:

- 1) Conduct educational work sessions with elected officials, appointed officials, the public, and City staff regarding the purpose and value of a Comprehensive Plan

- 2) Familiarize the above-referenced groups with key issues to be addressed in the Plan, and establish areas of focus
- 3) Determine focus areas that require both technical analysis and public involvement components

D) Public Involvement:

- 1) Develop a public engagement process that outlines methods to engage the public, encourage active participation, and foster an environment for idea-sharing. It is imperative that the Consultant develop a public engagement process that can engage all segments of the community:
- 2) The Consultant shall prepare a public involvement/engagement and public relations campaign and present this plan to the City for approval. The campaign must meet the community engagement goals and vision described above, and the campaign should include an extensive interactive sessions to obtain input from all sectors of the public. A social media component must be included to allow on-line responses to key questions about the City's future, and the sharing of ideas among citizens.
- 3) The Consultant must be prepared to conduct workshops with the public, city department heads and other related agencies, Planning Commission, and City Council; and formally present the results of workshop sessions to the Planning Commission and City Council for input throughout the process through the draft Plan consideration and final adoption.

E) Data Development and Analysis: The Consultant shall prepare population, land use, housing, and economic research of the community and prepare estimates and projections for five, ten, and twenty year planning horizons. One major end-product needs to be a Future Land Use Map to guide growth and development decisions.

F) Capital Facilities Analysis: The Consultant shall prepare an analysis of existing public facilities to determine deficiencies and make recommendations for public improvements that will accommodate projected growth and development.

G) Transportation Plan: As required by VA Code § 15.2-2223 (B), the Comprehensive Plan needs to include transportation improvements, including the estimated cost of those improvements, and should be consistent with the Commonwealth Transportation Board's plans.

H) Implementation and Strategies: The Consultant shall prepare priorities, goals, and objectives and make recommendations for policies and strategies for plan implementation. The Consultant should provide an analysis of potential funding mechanisms that can be utilized toward the investment of public and economic improvements.

I) Final Report: The Consultant shall prepare a draft final Comprehensive Plan update complete with results, analyses, conclusions and recommendations for the Planning Commission to consider for its recommendation to the City Council for adoption. The Consultant shall be responsible for the presentation to both the Planning Commission and City Council, and subsequent publication of the Comprehensive Plan.

VI. Products and Deliverables

- A) Preliminary reports and project updates prepared at milestones of the planning process

- B) One digital copy in Microsoft Word format with print-ready graphics included in each preliminary report; 20 color copies of draft plan for comments; and final adopted plan to include 40 bound color copies, one unbound color copy, and one digital Microsoft Word format and one PDF format.
- C) Maps - PDFs and GIS Shape Files
- D) Presentation graphics for public meetings to be determined prior to meeting
- E) Other, as agreed upon by both parties

VII. Project Structure and Process

City staff will play a proactive role in the management and processing of the Comprehensive Plan update. The City Council, Planning Commission, and City staff are most familiar with the day-to-day issues faced by the City. Specific aspects of the City involvement in the comprehensive planning process which are to be recognized in proposals, are:

- A) City staff intends to work closely with the individuals or consultant team selected to prepare the draft Comprehensive Plan to ensure that the Consultant is provided with a constant source of city input and that the draft document evolves based on upon citizen participation, Planning Commission recommendations, and City Council policies. The consultant shall include time for meetings and work sessions with City staff every two (2) weeks, or as directed by the Director of Community and Economic Development. However, the Consultant and City staff may agree to a longer time between sessions due to additional time needed to perform a task, but in any event, contact shall be made by the Consultant to provide progress updates at least once every two (2) weeks.
- B) The Consultant will be responsible for preparing all major pieces of the comprehensive plan which will be reviewed and “fine-tuned” by City staff (using consultant team resources as needed). Additionally, the consultant will be responsible for the presentation of technical data and analysis to the Planning Commission, City Council, and all public workshops. Technical data associated with the city infrastructure will be provided by the Public Works Department and the Bristol Virginia Utilities for review and coordination by the consultant.
- C) City staff through its GIS consultant, GIS Interactive, will provide existing mapping data resources, as available, to assist the consultant.

VIII. General Terms and Conditions

GENERAL TERMS, CONDITIONS AND OTHER MATTERS

- A. Respondents should contact Emily Compton emily.compton@bristolva.org to answer any questions which might arise and to discuss general background information on the government and its operation.

- B. The Contractor hereby agrees to retain all books, records and other working papers relative to this contract for five (5) years after final payment. The City, its authorized agents, and/or state and federal contractors shall have full access to and the right to examine any of said materials during said period.
- C. The City reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to complete an audit commenced prior to the effective date of the cancellation.
- D. In case of failure to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.
- E. The City shall not be in default by reason of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault or negligence of the City. Such causes may include, but are not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.
- F. The City may make such reasonable investigations as are deemed proper and necessary to determine the ability of the firm proposing to perform the work. The City reserves the right to reject any proposal if the evidence submitted by the firm, or investigations of the firm, fail to satisfy the City that such firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- G. Anti-Discrimination Statement by City
The City certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other

organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2- 4343.1E).

H. Anti-Discrimination Statement by Contractor.

1. During the performance of the contract, the Contractor agrees to the following provisions.
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor also agrees to include the provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

I. Immigration Reform and Control Act of 1986.

Contractor certifies that it does not and will not during the performance of the contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

J. Drug-Free Workplace.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include

the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

K. Authorization to Transact Business in the Commonwealth.

In order to contract with the City, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive negotiation, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized. Any offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the City Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the contract. The City may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

L. Indemnification.

Contractor agrees to indemnify, defend and hold harmless the City and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the City or to failure of the City to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods,

infrastructure or equipment delivered.

M. Debarment Status.

The Contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state, or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

N. By submitting their proposals, the Contractor certifies that their Proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

O. The contractor is obligated to: (1) pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) notify the City and the subcontractor(s) within seven days, in writing of the contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payments from the City, except for amounts withheld as states in section g above.

These provisions apply to each sub-tier contractor performing under the primary contractor. A contractor's obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of the City. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

P. Availability of Funds:

It is understood and agreed between the parties that the City shall be bound hereunder only to the extent of the funds available, or which may hereafter become

available. The contract will be contingent upon annual appropriations by the City Council of Bristol, Virginia. Failure of the City Council of Bristol, Virginia to appropriate adequate funds for the terms of the contract shall result in the immediate cancellation of the contract. There shall be no penalty should the Council fail to make annual appropriations for the contract.

Q. Assignment of Contract.

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

R. Default.

It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

S. Changes to the Contract.

All contract modifications must be approved by the City Manager or his designee. The City will not assume responsibility for the cost of any changes made without proper consent.

Changes can be made to the contract in any of the following ways:

The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

The City may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the City of the adjustment to be sought, and before

proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:

- A. By mutual agreement between the parties in writing; or
- B. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the City's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- C. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

T. Termination of Contract.

1. Termination for Cause.

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the City may terminate the contract. If Contractor violates any provision of the Virginia Governmental Fraud Act, the City may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the City, or otherwise be guilty of a substantial violation of any provision of the contract, then the City may terminate the contract. The City retains the sole discretion to determine any violation of this section.

Prior to termination of the contract, the City shall give the Contractor and his

surety ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the City within said ten (10) days, the City may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the City may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the City finds acceptable. If at any time more than ten (10) days after the notice of termination, the City determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the City may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

Upon termination of the contract, the City shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the City, together with any other expenses of terminating the contract and having it completed by others.

Termination of the contract under this section is without prejudice to any other right or remedy of the City.

2. Termination for Convenience

City may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as City elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as City may require to assign to the City the Contractor's interest in all subcontracts and purchase orders designated by City. After all such steps have been taken to City's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- A. All amounts then otherwise due under the terms of this contract as of the latest request for payment,
- B. Amounts due for work performed subsequent to the latest request for payment through the date of termination,
and
- C. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination.

The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, City shall have no further obligations to the Contractor of any nature.

In no event shall termination for the convenience of the City terminate the obligations of the Contractor's surety on its payment and performance bonds.

W. Announcement of Award

Upon the award or the announcement of the decision to award a contract over \$30,000 as a result of this solicitation, the purchasing agency will publicly post such notice for a minimum of 10 days.

X. Contractual Disputes.

Disputes and claims arising under this agreement shall be processed pursuant to the Code of Virginia Section 2.2-4363.

Y. COVID-19.

The Contractor is required to adhere in all respects to all federal, state, and local COVID-19 regulations, including, but not limited to, Executive Orders issued by the Governor of Virginia, the rules promulgated by the Virginia Department of Labor and Industry (“DOLI Rules”), and the City’s Response Plan. The Contractor acknowledges it will comply with the documents set forth on the City’s Purchasing Page, which can be found at www.BristolVa.org including any changes that may be made to such documents in the future. In the event of conflict between COVID-19 provisions, the strictest provision shall govern.

Z. Continuity of Services

1. The Contractor recognizes that the services under this contract are vital to the City and must be continued without interruption and that, upon contract expiration, a successor, either the City or another contractor, may continue them. The Contractor agrees:
 - A. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - B. To make all City owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - C. That the City shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the City, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to City approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the City in writing prior to commencement of said work.

AA. Insurance

The City must be listed as a Certificate Holder when contracted work might result in injury or property damage. By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded and certifies it will immediately add the City as a Certificate Holder as listed. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation

insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the City. The Offeror shall furnish a new certificate prior to any change or cancellation date. The failure of the Offeror to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

1. Workers Compensation – Statutory requirements and benefits; must provide a Certificate of Insurance showing proof of coverage. Coverage is compulsory for employees of three or more employees, to include the employer. Contractors who fail to notify the Board of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer’s Liability - \$100,000.

3. Commercial General Liability –
\$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City shall be added as an additional insured to the policy by an endorsement. The contractor shall be totally responsible for damages to the premises including crane and truck operations on sidewalks, pavement and or grass.

4. Automobile Liability –
\$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the City is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

5. Profession/Service

Professional Liability/Errors and
Omissions

\$1,000,000 per occurrence,
\$3,000,000 aggregate

BB.Applicable Laws and Courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues

in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

IX. Anticipated Timeline

The update is projected to take approximately 8-12 months along the general benchmarks below, although the City is open to other ideas on the schedule of components within the overall timeframe:

Project Components	Timeframe
Reconnaissance - Demographic and economic analysis, existing conditions	May 2023-June 2023
Visioning and development of goals	June 2023-July 2023
Objective and Strategy Development	July 2023-September-2023
Draft Plan Review	September 2023-October 2023
Final Plan Review	October 2023-December 2023
Adoption of Final Draft	January 2024

Citizen engagement activities will take place throughout the process, but particularly in the visioning and development of goals stage.

X. Proposal Content Requirements and Scoring of Proposals

Consultants are asked to submit simple, straightforward, clear, and concise responses to the RFP. Please include a section in the proposal for each of the following. A point system for scoring is also included below with 100 points being a perfect score. Proposal lengths exceeding maximum page limits will result in disqualification of proposals. All pages shall be 8.5 x 11 inch format. Minimum font size should be 11 point.

A. Letter of Interest (1 page maximum): Briefly summarize why firm believes it is qualified to provide the requested services. Also, include current levels of general and professional liability insurance carried by the consultant and statement as to firm’s registry status with Virginia State Corporation Commission. **5 points**

B. Project Approach (2 pages maximum): A brief description of the Consultant’s philosophy, approach to the project, and value to the City. **10 points**

C. Scope of Work (5 pages maximum): Describe approach to accomplish the scope of work stated in the RFP and identify the methodology proposed. The Consultant is encouraged to include

suggestions or supplemental tasks which may enhance the project or streamline the scope of work and improve cost effectiveness.

10 points

D. Schedule (1 page maximum): Include a timeline showing the estimated length of time required for completion of the phases as described in the scope of work. Text may be provided to describe the schedule. Respondents should address their current workload and ability to meet the timeline.

10 points

E. Cost Summary (1 page maximum): Provide a cost estimate of the total fees for the work to be completed for the first phase (the Plan update). It would be helpful to see the hourly rate structure for each individual of the firm to be assigned to the project by name and position/title, as well as other direct costs not included in hourly rates. Please note that price will be considered in evaluating proposals, however, as per the Code of Virginia Section 2.2-4301(3b), it is not necessarily the sole determining factor and the final contract costs will be based on contract negotiations with the selected firm.

Note: Because of the fiscal year budgetary cycle for the City, we anticipate this project extending at least over two fiscal years. We anticipate making progress payments to the consultant as work is completed. The proposal should address proposed payment scheduling in general terms over the course of the project.

20 points

F. Project Team (1 page maximum): Identify the proposed team, including sub-consultants, qualifications, experiences, and references. Identify the project manager and principal contact who will be permanently assigned to the project. (It is strongly preferred that they are one and the same person). In the appendix at the end of the proposal, include a one-page resume for each team member that will be directly involved in the project, years of experience, education, certifications, company affiliation, workplace location, and a brief bulleted list of individual project experience.

20 points

G. Relevant Experience (2 pages Maximum): Describe the Consultant's experience in preparing Comprehensive Plans and zoning ordinances. Include at least three projects the consultant has completed that are similar to the project described in the request. For each project, provide the following information: 1) Name and location of each project and year completed; 2) Name and contact information of each client and client project manager; 3) Elements of the project that are common to the plan/scope elements described in this request; and 4) A link to on-line posting of the three example documents for review.

25 points

XI. Evaluation of proposals

The City has formed a Selection Committee to evaluate and score the proposals. Within each of the above submittal categories, the committee will be using, but will not be limited to, the following criteria:

A. Responsiveness and proposed approach to work scope and project needs. Although the City has identified the general nature of services to be provided, the consultant is given

leeway toward the approach to provide the requested services. Innovative strategies and creativity are desired.

- B. Demonstrated experience and technical competence in similar projects. Past record of performance of the firm with respect to such factors as working relationships with sub-consultants or peer consultants on the same project, control of costs, quality of work, and ability to meet schedules.
- C. Capacity and capability of firm/team to perform the work, including specialized services, and reasonableness of proposed timeline. Quality of key personnel assigned.
- D. Understanding of local conditions related to the completion of services. Experience in Virginia and familiarity with applicable local, state, and federal laws.
- E. Estimated cost of services

The City’s selection committee will review all proposals and will select two or more finalists who will be invited to make individual presentations and to negotiate a potential contract. The principal personnel to be assigned to the project should be present at the interview as well as an individual or individuals qualified to negotiate on behalf of the company.

This RFP does not commit the City to award a contract or to pay any cost incurred by any consultant resulting from submittal of a proposal. The City reserves the right to reject any or all proposals received in response to this RFP or cancel the RFP in its entirety. The selection of consultant shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The City of Bristol, Virginia is an Equal Opportunity Employer.

XII. Submission of proposal

Respondents must submit six (6) copies of the proposal to Emily Compton, Procurement Specialist, City of Bristol, Virginia 300 Lee Street, Bristol, VA 24201, emily.compton@bristolva.org no later than 5:00 p.m. on Friday, March 17, 2023. Postmarks will not be accepted. Electronic copies will be accepted.

Proposed Time Schedule for Procurement

February 1, 2022	Begin advertisement of RFP
March 17, 2023	Deadline for Proposals
March 20 17-April 30, 2023	Interviews/Negotiations
May 1, 2023	Approval of contract and start date
December 2023	Projected Completion Date for Comprehensive Plan

XIII. Intent to Submit Proposal

Consultants who plan to submit a proposal are asked to indicate their intent to respond by emailing Jay Detrick, Community Development Director at jdetrick@bristolva.org. Failure to do so will not affect the proposal evaluation, but will preclude the communication to the respondent of any revisions made to the RFP by the City prior to the submittal deadline.

XIV. Questions

For more information or questions regarding this RFP, please contact Jay Detrick, Community Development Director at 276-645-3784 or via e-mail at jdetrick@bristolva.org.