REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES
IMPLEMENTABLE COMPREHENSIVE PLAN
February 2018
The Municipality of Bethel Park ("Municipality") is seeking proposals for a one-time contract to perform certain professional (consulting) services work for the preparation of an Implementable Comprehensive Plan ("Plan"). The previous comprehensive plan was adopted in May 2010.

SECTION 1. GENERAL DESCRIPTION
The Municipality is located in Allegheny County, Pennsylvania and less than 10 miles from the City of Pittsburgh. This South Hills suburban community is approximately 12 square miles in size and had a population of 32,313 according to the 2010 Census. The Municipality consists of extensive well established single-family residential neighborhoods that were primarily developed between 1950 and 1990. In addition, there are several retail/commercial areas and a small industrial park located within the Municipal boundaries.

The Municipality offers municipal services, Police and Fire services, a community center, a library, and 14 municipal owned parks. Notable places of destination include South Hills Village Mall and Allegheny County’s South Park. Since the community is mostly built-out, much of the development opportunities and challenges are through infill and redevelopment.

The Municipality is seeking a consultant who will have experience with land use regulations, public involvement processes and the ability to apply and effectively present innovative concepts to policymakers and the general public. Public input shall be a significant part of this planning process.

The adopted Plan will be consistent with the goals and objectives of the Allegheny County Comprehensive Plan —Allegheny Places, as well as other policies regarding land use initiated by the Commonwealth including the MPC. It should include specific recommendations to connect the goals and strategies of the Plan to the region’s goals and objectives.

The final Plan should have a well-designed format that utilizes an appropriate mix of text, graphics, photographs, charts, and maps to convey its findings and recommendations concisely and effectively. The format and content should be designed to be straightforward so that it is easily understandable to the average resident and reader.

SECTION 2. BACKGROUND MATERIALS
These previous planning documents should be reviewed by the respondent to provide additional background information on the Municipality.

2016 Park Assessment
https://bethelpark.net/recreation/municipal-parks-assessment/

2009 Comprehensive Plan Update – Planning Profile and Policy Plan
1997 BP Long Range Development Plan
1996 Comprehensive Recreation, Park, and Open Space Plan
All found at https://www.ecode360.com/documents/pub/BE0278/Comprehensive_Plans/
SECTION 3. SCOPE OF WORK
The Plan must focus on identifying community issues, steps to address the issues, persons or groups responsible for addressing the issues and financing. Sources of finances should be identified. The emphasis should be on determining the needs and desires of the community rather than a fit into a traditional comprehensive plan format. This is by utilizing the Pennsylvania Department of Community and Economic Development’s (DCED) Creating an Implementable Comprehensive Plan.

The consultant to be hired will provide the full range of planning services necessary to undertake the Plan and prepare a revised zoning ordinance. The selected consultant will be asked to focus its work on providing intelligence for decision making (not recitations of data), providing creative ideas and workable action plans, and helping the Municipality to recruit partners and create the capacity to implement the plan. Interested consultants are asked to submit a scope of work describing their approach, methods, etc. for carrying out the prescribed work.

There are two primary goals for the new Plan. First, to create a vision for the Municipality for the next 10 years based on the direction that citizens and various other stakeholders within the Municipality would like the community to move towards. Second, to provide a series of realistic strategies, projects, programs, etc. that can be implemented to achieve the Municipality’s vision. The Municipality will be seeking a consultant or consultant team that can assist the Planning and Zoning Commission in creating an Implementable Comprehensive Plan that not only focuses on priorities but will allow the implementation to start during the planning process. In addition, the planning process must also contemplate how to build capacity within the Municipality in order to move the community towards achieving their goals.

The Municipality seeks creative ideas and workable solutions and is interested in setting priorities and focusing its finances and requests for outside help on a series of strategic initiatives and projects the Plan would identify. An updated Zoning Ordinance may also be needed to position key properties for investment, and for modernizing regulations to promote desired development and investment in the Municipality. This element has been added as an option within the Scope of Services.

The consultant’s work and the Plan document should be organized based on the Municipality’s priorities or related goals or themes that emerge from the planning process, not based on a traditional template of land use plan, housing plan, transportation plan, etc. The Plan document should be efficient in words, avoid jargon, and be written for use by the elected and appointed officials of the Municipality, partner groups, and citizens who will implement the Plan after completion.

- The Plan should provide workable action plans for top recommendations – a series of strategic projects, programs, and initiatives – that emerge from the planning process. The Plan should set priorities and a timetable for action based on expected results and ability to finance and carry out. Action plans should include reasonable depth and detail – specific action steps, responsible parties, estimated costs, and proposed means of financing – to facilitate implementation after the Plan is completed. The consultant is
asked to include some immediate action recommendations that would provide short-term, visible results and motivate further implementation of the Plan.

- The consultant will help the Municipality recruit partners – organizations, businesses, and individuals with expertise and resources to be involved in the Plan. The Plan process should invite their ideas for recommendations and action plans, and invite partners to take roles in implementing the Plan.

- The consultant should facilitate a planning process whereby the community “owns” the Plan and the elected officials and community leaders are spokespersons for the plan and have a consensus commitment to implement it. There should be effective means within the limited project budget to obtain public vision and aspirations for their community. There should be involvement of elected officials so as to ensure their understanding and acceptance as the Plan proceeds from issues to ideas to action plans.

- The consultant will ensure the comprehensive plan meets minimum requirements of the PA Municipalities Planning Code. The consultant may have to address the minimal subject matter not addressed in analysis and recommendations presented for the Municipality’s priority issues.

The consultant will deliver to the Municipality a complete Plan document ready for adoption, including [20 paper copies and a digital Adobe PDF]. The Zoning Ordinance revision is desired to immediately follow and implement the new Comprehensive Plan.

The current Municipal Ordinance was enacted on July 12, 1993. The last amendment to the Zoning Ordinance occurred in October 2017. It is anticipated that revisions may be substantial. The Plan will outline a vision plus community goals for the next 10 years that will likely suggest changes in the Zoning Ordinance. The Plan will make recommendations in matters that will affect zoning:

- Target locations and objectives for development, land use, community character, and design.
- Reuse and/or redevelopment of key properties indicated in the 2009 Update -Planning Profiles such as:
  - Washington Junction Redevelopment Sites
  - West Library T Station Park and Ride
  - Brightwood Road Corridor
  - West Library Avenue Corridor
  - South Park Road
  - Bethel Park Industrial Development

- Promotion of investment, business starts/expansions, and building upgrades in the business districts.
- Modernization of the ordinance regarding current and changing character of development and regulatory best practices.
- Other objectives for revision of the Zoning Ordinance include:
  - The ordinance should be updated to meet the requirements of the PA
Municipalities Planning Code and ensure it is legally defensible.

- The ordinance should be efficient in the extent and degree of regulations so as to most directly address the Municipality’s objectives, avoid regulations for the sake of regulations, and be appropriate to the level of community resources and administrative capability. The consultant will conduct work sessions with Municipal officials to discuss suggested revisions and review drafts of the revised ordinance. The consultant should rely on the planning done, objectives developed, and related public input obtained in undertaking the comprehensive plan, and should not unnecessarily repeat this work for the zoning ordinance. A proposal for work sessions should be included in the consultant’s scope of services. The consultant will deliver to the Municipality a complete revised ordinance and map ready for enactment, including [20 paper copies, a digital Adobe PDF, and two (2) wall-sized zoning map prints].

SECTION 4. COMPLETION SCHEDULE
It is expected that the consultant will complete the requested tasks – the Implementable Comprehensive Plan and the amendments to the Zoning Ordinance – within 12-15 months, assuming the Municipality acts on adoption and enactment in a most timely manner.

SECTION 5. PROPOSAL SUBMISSION
All responses to this RFP must be received in a sealed envelope and clearly marked “Municipality of Bethel Park Implementable Comprehensive Plan Proposal” by 4:00 PM on March 9, 2018, to be eligible for consideration.

Proposals shall be submitted to:
Municipality of Bethel Park
Community Services – Planning Department
Attention: Ashley M. Moore
Municipal Planner
5100 West Library Road
Bethel Park, PA 15102

Four (4) hard copies of the proposal shall be provided, along with a digital Adobe PDF that can be legibly printed on 8.5”x11” paper. Respondents are requested to be concise and proposals should include, in order, the following:

A. Letter of Interest:
Provide a brief cover letter summarizing the key points of the consultant’s proposal and confirm an understanding of the Scope of Work. The letter shall provide the consultant’s full name, mailing address, phone number, primary contact person, and email address.

B. Project Approach and Work Program:
Provide a detailed description of the consultant’s approach to the project separated by individual tasks. Include a discussion on innovative ideas used in other similar projects which the
consultant feels may be applicable to this project. Any proposed changes/revisions to the scope of services of deliverables in order to meet project objectives. If the consultant is proposing to create a steering or advisory committee, explain the committee’s size, composition, and responsibilities.

C. Project Schedule:
Provide a work schedule shall include an estimated time frame to complete the project, detailed by milestone or activity. Target dates for public meetings and completion of draft and final documents should be included. Work may begin after April 9, 2018, and must be completed by July 2019.

D. Experience and Qualifications:
Provide a brief organizational profile, including background and experience of the firm. A narrative shall be provided by the consultant and prospective subcontractors for the proposed project, including types of services for which the consultant and prospective subcontractor are qualified. The narrative shall include the names of principals and key personnel from the consultant firm and prospective subcontractors that will be assigned to the project, along with their experience, their titles with their respective firm, and their qualifications. Provide a description and link to similar projects that have been completed in the past five (5) years by the consultant and/or proposed subcontractors.

E. Project List / References:
Provide at least three (3) similar projects completed by the consultant that demonstrate similar competencies that are required by this project. Include the name, address and phone number of individuals who can be contacted for references.

F. Cost Proposal (in a separate sealed envelope):
The envelope shall contain the name of the consulting firm. The cost proposal must be on a “not to exceed” basis and shall contain the following:
- The maximum number of hours to be provided by each person assigned to the proposed work by the consultant’s organizational levels
- The proposed hourly rate for billing for each person
- The hours of work and cost shall be itemized for each major work element of the proposal
- An itemized estimate of reimbursable expenses including reproduction, travel, printing, mailing, conference calls, other telecommunications, and other direct project expenses.

The cost shall be based on the hours of work provided and “out-of-pocket expenses” and shall not exceed the maximum cost proposed, without a specific reason, and unless an amendment to the contract is negotiated and approved by the proper authority of the Municipality.

Billing on the project should occur monthly based on the hours spent on the project up to 90% of the contract value. The final hourly rate invoice shall be paid upon receipt of the final product and determination by the Municipality that all requirements of the contract have been met. The remainder of the contract value will be paid upon receipt and acceptance of the final product.
G. Other Submittals:
Additionally, documents attached as appendices to this RFP shall be fully executed and returned with the proposal as follows:

Nondiscrimination/Sexual Harassment Clause (for proposing consultant/firm);
Agreement for Professional Services*

* A proposed agreement is included for your review. If you believe that this agreement is adequate, it should be completed in all material respects, including execution, and returned with the proposal. If you feel that an alternative agreement is more suitable, you may submit such as part of your proposal. However, the Municipality reserves the right to enter into the enclosed agreement with the successful firm or to negotiate the exact terms of a professional (consulting) services contract.

SECTION 6. SELECTION CRITERIA AND REVIEW PROCESS
Proposals will be evaluated and a consultant will be selected based on the following criteria:
- Qualifications of the firm based on previous relevant experience;
- Demonstrated understanding of the project;
- Approach to the project;
- Quality of work determined from the proposal itself and working with communities similar in size and character to the Municipality;
- A demonstrated ability to write clearly and concisely;
- Qualifications of the personnel to be involved;
- Project cost; and
- Items in Section 5. PROPOSAL SUBMISSION.

Municipal Staff will review all submissions and make a short list of persons/firms to be interviewed by the Planning and Zoning Commission. The interview team will consist of the Municipal Staff and the Planning and Zoning Commission. The Planning and Zoning Commission will have the final decision on the chosen proposal. The final decision regarding this proposal rests with the Planning and Zoning Commission. The award decision is expected to be made on or before April 9, 2018.

The Municipality anticipates interviewing two or more consultants. As part of the interview process, the consultants should be prepared to make a brief presentation on the consulting firm’s expertise and approach to the project. Consultants should also be prepared to answer questions related to their experience and their proposal. Interviews will last 30 minutes.

SECTION 7. GENERAL REQUIREMENTS
- The Municipality may add to, modify or change the process at any time in its discretion.
- Nothing contained in this RFP will be deemed to create any right (whether property or other) in any party to have a contract awarded or create or require any standard for the award other than what the Municipality deems to be in its best interest.
• The submission of a bid, including the execution of the agreement that is part of this package, will not guarantee a contract award, nor will it guarantee that the Municipality will not request modifications or deletion of terms before entering into the contract.
• The award of a contract will be made in the discretion of the Municipality and may be made on factors other than cost.
• Proposals will remain effective for the Municipality’s review and approval for 120 days from the deadline for submitting proposals.
• The Municipality is not responsible for any cost incurred for preparation of proposals or for any cost prior to the issuance of a contract.
• The contract is subject to the approval of the Municipal Council of Bethel Park and is effective only upon their approval.
• News Releases: News releases pertaining to this project will not be made without the prior approval by the Municipality.
• The Municipality may terminate any contract awarded and will be merely given written notice to the contracted firm who is being terminated. In such case, the firm shall be paid for the contract work, which has been satisfactorily performed at the time of termination.
• The Municipality shall maintain ownership of all plans and documents resulting from contracted work.
• By submitting a proposal, the consultant agrees to and shall comply with all applicable local, county, state and federal laws, regulations and ordinances.

SECTION 8. TENTATIVE TIMELINE
RFP Distribution
Questions Due*
Proposals Due
Review/Select Consultants for Interviews
Interviews
Recommendation from the Commission
Contract Award
February 9, 2018
March 2, 2018
March 9, 2018
March 12-16, 2018
March 26-30, 2018
April 2-6, 2018
April 9, 2018

*No questions related to the request for proposal will be responded to orally. All questions or requests shall be emailed to:

Ashley M. Moore
Municipal Planner
Municipality of Bethel Park
amoore@bethelpark.net

Questions received will be compiled and a response will be issued in the form of an addendum that will be posted on the municipal website, www.bethelpark.net no later than March 2, 2018.

END OF REQUEST FOR PROPOSALS
CONTRACT FOR PROFESSIONAL SERVICES

This contract is made and entered into this ________ day of _______, 2018, by and between the Municipality of Bethel Park, Allegheny County, Pennsylvania (“Municipality”), and ______________________________________ (“Consulting Firm”).

WHEREAS, the Municipality desires to have certain one-time professional consulting work done involving the update of the Municipality of Bethel Park Implementable Comprehensive Plan; and

WHEREAS, the Municipality desires to enter into a contract for this work as indicated in the Request for Proposals (“RFP”) issued by the Municipality;

WHEREAS, the Consultant desires to provide services requested in the RFP to the Municipality of Bethel Park based on the formal proposal submitted in response to the Municipality’s RFP;

WHEREAS, the Consultant is equipped and staffed to provide the services set forth in the RFP;

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

THE CONSULTING FIRM WILL:
1. Provide professional consulting services as specified in the RFP, its proposal in response to the RFP, and the Nondiscrimination/Sexual Harassment Clause, which is attached hereto and incorporated herein as Appendix A.
2. Any changes to the staffing proposed in the proposal shall be subject to the approval of the Municipality, however, staff changes by the Consulting Firm will not be denied where the staff replacement is of equal ability or experience to the predecessor.

THE MUNICIPALITY WILL:
1. Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed $__________.
2. Provide reasonable access to all Municipality personnel, facilities and information necessary to properly conduct and complete the work required under this Agreement.
3. Make payments to the Consulting Firm within thirty (30) days after receipt of a properly prepared invoice for work satisfactorily completed.
4. Make final payment to the Consulting Firm within thirty (30) days after final product approval and adoption by the Municipality.

FURTHER, IT IS AGREED BY BOTH PARTIES THAT:
1. The final product produced by the work of the Consulting Firm pursuant to this agreement, including any report, maps, drawings and other documents prepared by the Consulting Firm and intended to be appended to the final product or to be included by reference, shall be owned by the Municipality.
2. In the performance of services under this Contract, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.

In witness thereof, the parties hereto have executed this Agreement on the day and date set forth above.

WITNESS: FOR THE MUNICIPALITY OF BETHEL PARK:

_________________________________ __________________________________________

TITLE: ____________________________

WITNESS: FOR THE CONSULTING FIRM:

_________________________________ __________________________________________

TITLE: ____________________________
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of this contract, the contractor agrees as follows:

a) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the contract on account of gender, race, creed or color.

c) The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

d) The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

e) The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services’ Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.

f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

g) The Commonwealth may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

________________________
NAME OF CONTRACTOR

_______________________
DATE

_______________________
TITLE