

REQUEST FOR PROPOSALS
CONSULTING SERVICES
COMPREHENSIVE PLAN UPDATE



City of Beckley, West Virginia
409 S. Kanawha Street
Beckley, WV 25802
<https://beckley.org/>

RFP Issued TUE, 31 OCT 2023
Deadline for Written Questions TUE, 14 NOV 2023
10 a.m. prevailing time
Answers to Written Questions Published Online WED, 15 NOV 2023
Proposals Due TUE, 21 NOV 2023
at 4 p.m. prevailing time

RFP can be accessed via the internet at:

<https://beckley.org/code-enforcement/planning-and-zoning/>

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Additional information can be obtained through the following website links:

1. RFP for Consulting Services – Comprehensive Plan Update
<https://beckley.org/code-enforcement/planning-and-zoning/>
2. [2014 Beckley Comprehensive Plan](#)
3. [City of Beckley Zoning Regulations](#)
4. [Community Information & Demographics](#)

**ADVERTISEMENT FOR REQUEST FOR PROPOSALS
CITY OF BECKLEY, WEST VIRGINIA
UPDATE TO THE 2014 BECKLEY COMPREHENSIVE PLAN**

The City of Beckley, West Virginia invites qualified consulting firms and/or teams to submit Proposals to review and prepare an update of the 2014 Beckley Comprehensive Plan in accordance with West Virginia State Code §8A-3. The complete Request for Proposals (RFP) for Consulting Services is available at <https://beckley.org/code-enforcement/planning-and-zoning/>.

Beckley's Comprehensive Plan Update RFP outlines the expected services from respondents, the essential components of proposals, requirements for proposal submission, evaluation criteria, and the RFP timeline. The chosen consulting firm or team will lead the City of Beckley, support staff, and community volunteers in conducting comprehensive surveys and studies of current conditions, services, and anticipated future changes within the City of Beckley. The Update will define the City's objectives and policies for its future, covering aspects like commercial vitality, housing (residential and multifamily), open spaces, community amenities, municipal services, outdoor recreation, and infrastructure. The primary aim is to update the existing 2014 Beckley Comprehensive Plan rather than starting anew. The selected consultant will assess the current Plan and identify sections or elements that should be retained, revised, or removed. Additionally, the Comprehensive Plan Update will also take into consideration the 2019 Downtown Assessment and the 2023 Beckley Outdoors Economic Action Plan. This evaluation will encompass recognizing shortcomings in the existing 2014 Comprehensive Plan and pinpointing elements to be integrated into the Plan Update. The Comprehensive Plan Update will provide a roadmap for orderly development and changes, offering a logical foundation for forthcoming planning and zoning decisions.

Proposals must be received by the City no later than 4 p.m., prevailing time, on Tuesday, November 21, 2023. Proposals will be publicly opened and acknowledged during a meeting of the Common Council on Tuesday, November 28, 2023 at 6:30 p.m., prevailing time. Proposals must be submitted to the City's Grants Manager in sealed envelopes clearly marked to indicate contents. Proposals must be delivered to ATTN: Angela King, Grants Manager, 409 S. Kanawha Street, Beckley, WV 25802. Proposals that arrive after the specified date and time will not be accepted or considered.

To ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this RFP shall be addressed in writing to Angela King, Grants Manager by email to aking@beckley.org. The deadline for written questions and inquiries is Tuesday, November 14, 2023 by 10 a.m., prevailing time. All questions and answers will be posted on the City's website at <https://beckley.org/code-enforcement/planning-and-zoning/> by 12 p.m., prevailing time, on Wednesday, November 15, 2023.

The City of Beckley retains the right to overlook minor irregularities and technical issues and to accept the Proposal deemed most advantageous to secure the best outcome for the city. The City also reserves the right to reject any or all Proposals and, at its sole discretion, to favor Proposals that align best with its interests. Furthermore, the City reserves the right to decline all submissions and initiate a new request for proposals when such a course of action is deemed reasonable and beneficial.

TO BE PUBLISHED TUE, 31 OCT 2023 AND WED, 08 NOV 2023

PART I – INTRODUCTION

1 Introduction.

1.01 Assignment. The City of Beckley, West Virginia, is inviting qualified consulting firms and/or teams to submit Proposals for the review and update of the 2014 Beckley Comprehensive Plan, in accordance with West Virginia State Code §8A-3. The chosen consultant will assume a leadership role with the City’s Planning Commission, support staff, and volunteers to conduct comprehensive surveys and studies on the present conditions, services, and anticipated future developments within the City of Beckley. The revised plan will articulate the community’s aspirations and guidelines for its future, encompassing aspects such as commercial vitality, residential and multifamily housing, open spaces, community amenities, municipal services, and infrastructure. Special emphasis will be placed on achieving diverse and suitable housing options and ensuring the viability of non-residential zones, including downtown, retail hubs, office districts, and industrial spaces. This Plan Update will function as a roadmap for organized progress and change, serving as a logical foundation for forthcoming planning and zoning determinations.

1.02 City of Beckley, West Virginia.

Named in honor of John J. Beckley, who was the first Clerk of the House of Representatives and the first Librarian of Congress, Beckley is a city in and the county seat of Raleigh County, West Virginia. We are located in the heart of Southern West Virginia and centrally located in the New River Gorge National Park and Preserve. Tourism, technology, and transportation thrive here amid three (3) national parks in the very center of the Eastern United States. From lofty plateaus of forest and farmland to woodlands and neighborhood parks around every corner, Beckley is an ideal place to live.

Beckley has a rich historical legacy of over 250 years and is long known for its ties to the coal industry. The population of the City of Beckley in 2020 was 17,286, making it the ninth-largest municipality in the Mountain State. Beckley is the principal city of the Beckley Metropolitan Area of South West Virginia, home to 115,079 residents in 2020.

We are best known for two of our tourist attractions, the Beckley Exhibition Coal Mine and the Tamarack, a showcase of Appalachian arts and crafts. We are also home to the West Virginia University Institute of Technology, as well as campuses of Concord University and the University of Charleston.

From art to history to the outdoors, Beckley is a great place to live, work and play.

1.03 Compensation. Upon selection, compensation arrangements for this project will be discussed between the City’s Grants Manager and the City’s Chief Financial Officer. These negotiations will involve determining a not-to-exceed lump sum for the assignment and establishing a reimbursement compensation schedule throughout the project's duration.

1.04 Proposal Submission.

1.04.01 Submission Deadline. Offerors must submit proposals in sealed envelope clearly marked “BECKLEY COMPREHENSIVE PLAN UPDATE PROPOSAL” on the outside. Sealed proposals must be received by the City’s Grants Manager no later than **4 p.m., prevailing time, on Tuesday, November 21, 2023.** Proposals submitted via facsimile or email will not be accepted. Proposals must be addressed to:

ATTN: Angelia King, Grants Manager
City of Beckley
409 S. Kanawha Street
Beckley, WV 25802

1.04.02 Proposal Contents. Sealed proposals shall include the following, which is explained in greater detail in Part IV – Proposal Format & Content Requirements of this RFP.

1.04.02.01 Technical Proposal. The sealed proposal envelope shall contain one (1) bound hard copy and one (1) unbound hard copy of the Technical Proposal, for a total number of two (2) hard copies. The sealed proposal envelope shall also contain one (1) flash drive that contains one (1) camera-ready electronic file identical to the Technical Proposal hard copy in Portable Document Format (.pdf).

1.04.02.02 Cost Proposal. Within the sealed proposal envelope, the Offeror shall include one (1) inner sealed envelope containing the Cost Proposal described in Section 4.03 of this RFP. This inner sealed envelope shall be marked “COST PROPOSAL” as well as the name of the Offeror.

1.05 Clarification and Inquiries. In order to ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this RFP shall be addressed in writing to Angela King, Grants Manager by email to aking@beckley.org. The deadline for written questions and inquiries is by 10 a.m., prevailing time, on Tuesday, November 14, 2023. All questions and answers will be posted on the City’s website <https://beckley.org/code-enforcement/planning-and-zoning/> by 12 p.m., prevailing time, on Wednesday, November 15, 2023.

Contact with any City of Beckley employee or official is prohibited without prior written consent from the City’s Grants Manager. Offerors contacting any other employee(s) or official(s) without prior written consent risk elimination of their Proposals from further consideration.

1.06 Public Opening and Acknowledgement. Proposals will be publicly opened and acknowledged at a regular meeting of the Beckley Common Council at 6:30 p.m., prevailing time on Tuesday, November 28, 2023. The City will certify complete proposals and make available a listing of same by the end of business on Wednesday, November 29, 2023.

1.07 Tentative Schedule. The tentative schedule for this RFP is as follows:

Release, Publication, and Web Posting of RFP	TUE, 31 OCT 2023
Deadline for Written Questions	TUE, 14 NOV 2023 10 a.m. prevailing time
Answers to Questions Posted on City Website	WED, 15 NOV 2023 12 p.m. prevailing time
Proposal Submission Deadline	TUE, 21 NOV 2023 4 p.m. prevailing time
Public Opening of Proposals <i>Common Council Meeting</i>	TUE, 28 NOV 2023 6:30 p.m. prevailing time
Review of Proposals	week of 04 DEC 2023
Interviews (anticipated)	week of 11 DEC 2023
Scope of Work negotiation and Best and Final Offer (anticipated)	week of 18 DEC 2023
Earliest Award of Contract (anticipated) <i>Common Council Meeting</i>	TUE, 09 JAN 2023 6:30 p.m. prevailing time
Contract Execution and Notice to Proceed (anticipated)	week of 15 JAN 2024
Assignment Completion Deadline	01 NOV 2024

PART II – DEFINITIONS, TERMS, AND CONDITIONS

2 Definitions, Terms, and Conditions.

2.01 **Definitions.** In order to simplify and clarify the language throughout this RFP, the following definitions shall apply:

2.01.01 **CITY** – Same as City of Beckley, West Virginia.

2.01.02 **COMMON COUNCIL** – The elected officials of the City of Beckley, West Virginia, authorized to exercise such powers and jurisdiction of all municipal business as conferred by the State.

2.01.03 **PLANNING COMMISSION** – The appointed officials of the City of Beckley, West Virginia, authorized by WV State Code §8A-2.

2.01.04 **CONTRACT** – An agreement between the City of Beckley and the selected Offeror to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity and/or service specified.

2.01.05 **RFP** – Request for Proposals.

2.01.06 **OFFEROR/VENDOR/FIRM/CONSULTANT** – An individual, firm, or team of individuals and/or firms offering a Proposal in response to this RFP.

2.02 **Terms and Conditions.**

2.02.01 **Proposals.**

2.02.01.01 The submitted Proposal must be received by the Office of the City Grants Manager prior to the time and date specified in Section 1.04. The mere fact that the Proposal was dispatched will not be considered. The Offeror must ensure that the Proposal is actually delivered and received on time.

2.02.01.02 Proposals received after the date and time specified in Section 1.04 shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail carrier, etc., and time/date stamp in the Office of the City Grants Manager shall be the official time of receipt.

2.02.01.03 Proposals cannot be altered or amended after the closing date. Alterations made before the submission deadline must be initialed by the Offeror guaranteeing authenticity. Offerors understand and agree upon submittal of their Proposal that proposals may not be withdrawn after the submission deadline.

- 2.02.01.04** Proposals will be publicly opened and acknowledged at a regular meeting of the Beckley Common Council at 6:30 p.m., prevailing time on the date specified in Section 1.06 in Council Chambers. Offerors, their representative(s), and interested persons may be present. The Proposals received will be publicly acknowledged but not read aloud. The City will certify complete Proposals and make available a listing of same by the end of business on the date specified in Section 1.06. Proposals shall remain valid for a period of six (6) months from the date and time identified in Section 1.06.
- 2.02.01.05** By submitting a Proposal, the vendor certifies that he/she has fully read and understands this RFP and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Offerors own risk, and he/she cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of Vendors.
- 2.02.01.06** Any Proposal which does not contain all the information requested in this RFP will be considered incomplete and may be rejected by the City of Beckley.
- 2.02.01.07** The City of Beckley is exempt from State Sales Tax and Federal Excise Tax; therefore, the contract to be negotiated with the selected vender shall not include taxes.
- 2.02.01.08** The Offeror shall furnish any additional information as the City of Beckley may require. The City of Beckley reserves the right to make an investigation of the qualifications of the Offeror(s) as they deem appropriate.
- 2.02.01.09** This RFP does not commit the City of Beckley to award a contract, to pay any cost incurred in the preparation of a Proposal, or to procure or contract for services.
- 2.02.01.10** Selected Offeror(s) shall be responsible for all taxes and licenses of the City, State, and Federal authorities.

2.03 **Reservations.**

- 2.03.01** The City of Beckley reserves the right to accept or reject any or all Proposals as a result of this RFP, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP if found in the best interest of the City of Beckley. All Proposals become the property of the City of Beckley.

2.03.02 The City of Beckley reserves the right to waive any informalities and technicalities and to accept the Proposal considered most advantageous in order to obtain the best value for the City. Causes for rejection of a Proposal may include but shall not be limited to the Offeror's current violation of any City ordinance, the Offeror's current inability to satisfactorily perform the work or service, or the Offeror's previous failure to properly and timely perform its obligations under a contract with the City. Offerors may be disqualified and rejection of Proposal may be recommended for any (but not limited to) of the following causes: 1) Failure to use the RFP form(s) furnished by the City; 2) Lack of signature by an authorized representative on the Certification Form; 3) Failure to properly complete the Proposal; 4) Evidence of collusion among Offerors; or 5) Any alteration of the language contained within the RFP form(s).

2.03.03 The City reserves the right to retain all Proposals submitted and to use any idea in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the Offeror of the terms and conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between the City of Beckley and the vendor selected.

2.03.04 The City of Beckley may conduct reference checks as needed to evaluate Proposals. The City may contact those listed, and inclusion of this listing in a Proposal is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist in evaluating the capability of the Offeror.

2.04 Reimbursements.

There is no expressed or implied obligation for the City of Beckley to reimburse responding Offerors for any expenses incurred in preparing Proposals in response to this RFP, and the City of Beckley will not reimburse responding Offerors for these expenses, nor will it pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

2.05 Communication.

The City of Beckley shall not be responsible for any verbal communication between any employee of the City and any Offeror. Only written correspondence and Proposals will be considered. Communication and correspondence with the City shall be restricted as set forth in Section 1.05.

2.06 Negotiations.

During the evaluation process, the City of Beckley reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Offeror(s). At the discretion of the City, all firm(s) subject to being selected based on criteria set forth in this RFP may be requested to make oral presentations. Each Proposal must designate the person(s) who will be responsible for answering technical and contractual questions.

Preliminary negotiations may be conducted with responsible Offeror(s) who submit Proposals that are reasonably susceptible of being selected. At the discretion of the City, all Offeror(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Evaluation Committee.

2.07 Disclosure.

At the public opening, there will be no disclosure of contents to competing Offerors, and all Proposals will be kept confidential during the negotiation process. The City will certify complete Proposals and make available a listing of same by the end of business on the date specified in Section 1.04. Except for trade secrets and confidential information which the Offeror identifies as proprietary, all Proposals will be open for public inspection and subject to the Freedom of Information Act (FOIA).

2.08 If Proposal results in a contract(s), the following terms and conditions will apply:

2.08.01 Offerors should be aware that the RFP and the contents of the successful Proposal will become a part of any subsequent contractual document that may arise from this RFP. In case of discrepancy between the RFP and the Offeror's Proposal, the RFP will rule.

2.08.02 The City of Beckley will not accept any contract terms that require pre-payment for services, supplies, or equipment. Limited exceptions may be considered for operating leases or software maintenance and support agreements with prior approval of the City Chief Financial Officer. Software maintenance and support fees may not be assessed for any system that is not installed, operational, and available for use by the City of Beckley.

2.08.03 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All Change Orders to a contract awarded under this RFP will be made in writing by the City of Beckley Chief Financial Officer.

2.08.04 Should there be a change in ownership or management of the Offeror, a Contract awarded in relation to this RFP shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. A Contract awarded in relation to this RFP is nontransferable by either party.

2.08.05 All invoicing shall be submitted to the City of Beckley Chief Financial Officer and will be paid upon satisfactory delivery of services and billing according to the prevailing laws of the State of West Virginia.

2.08.06 Offerors are advised that all contracts are subject to all legal requirements provided in applicable City ordinances and State and Federal Statutes.

2.08.07 The Certification / Authorization / Acknowledgement Affidavit in Section VI of this RFP must be properly executed and provided with the sealed Technical Proposal. Proposals that do not include an executed affidavit will be

considered incomplete and may be rejected by the City of Beckley.

2.08.08 The City of Beckley operates and is funded on a fiscal year basis; accordingly, the City of Beckley reserves the right to terminate, without liability, any contract for which funding is not available.

2.09 Insurance and Bonds.

2.09.01 The Offeror agrees to maintain, on a primary basis, for the duration of a contract awarded in relation to this RFP, the insurance coverage and limits as described below. The Service Provider must deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect with verification within five (5) business days of notification of the City's intent to award a contract. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five (5) business days may cause the award to be rescinded. The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

2.09.02 The Offeror shall maintain and keep in force during the term the contract one or more policies of liability insurance written by one or more responsible insurance carrier(s), which will include protecting and indemnifying the City in the following amounts:

- a) Comprehensive General Liability – \$1,000,000 combined aggregate.
- b) Automobile Liability – \$1,000,000 combined single limit.
- c) Professional Liability (errors and omissions) - \$1,000,000 per claim.
- d) Workers Compensation

Each liability insurance policy shall name the City of Beckley as an additional insured. The Offeror shall furnish an original counterpart of such insurance policy to the City. The Offeror shall furnish to the City appropriate certificates for such insurance which shall include a commitment by each insurance company to notify the City in writing of any material change, expiration or cancellation of the insurance policy required hereunder not less than thirty (30) days prior to such change, expiration or cancellation becoming effective. In addition to the above, the Offeror shall obtain and keep in force during the term of the contract such insurance required by any law or regulation or prudent business practices.

2.10 Damage and Indemnity.

The Offeror assumes full responsibility for any and all damages caused by Provider's exercise of its activities as authorized. Offeror agrees that it will at all times protect, defend, and indemnify and hold harmless the City, its officers, agents, employees, tenants, and their successors and assigns from and against all liabilities, losses, claims, demands, actions, and court costs (including reasonable attorneys' fees), arising from or growing out of loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of the Offeror or any invitees, guests,

agents, employees, or subcontractors of the Offeror, whether brought by any of such persons or any other person arising from the Offeror's activities as authorized. The Offeror shall promptly pay to the City, its successors or assigns, the full amount of any such costs, loss or damage which the City, its successors or assigns may sustain or incur, or for which the City, its successors or assigns, may become liable.

2.11 Addenda.

2.11.01 In the event of a needed change in the published RFP documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

2.11.02 All published addenda shall be signed and included with the Offeror's Technical Proposal package as acknowledgement of the addenda. Offerors are responsible for obtaining all published addenda from the City of Beckley or by downloading these documents from the City's website. The City assumes no responsibility for the Offeror's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addenda may be cause for an Offeror's Proposal to be rejected and the City's decision to accept or reject same shall be final.

PART III – ANTICIPATED SCOPE OF WORK

3 Anticipated Scope of Work.

The City of Beckley, West Virginia is inviting qualified consulting firms and/or teams to submit Proposals to review and prepare an update of the [2014 Beckley Comprehensive Plan](#) in accordance with West Virginia State Code §8A-3.

The selected consulting firm or team will assume a leadership role with the City's Planning Commission, support staff, and volunteers in making comprehensive surveys and studies of the existing conditions and services and probable future changes of such conditions and services within the City of Beckley. The revised plan will articulate the community's aspirations and guidelines for its future, encompassing aspects such as commercial vitality, residential and multifamily housing, open spaces, community amenities, municipal services, and infrastructure. Special emphasis will be placed on achieving diverse and suitable housing options and ensuring the viability of non-residential zones, including downtown, retail hubs, office districts, and industrial spaces. This Plan Update will function as a roadmap for organized progress and change, serving as a logical foundation for forthcoming planning and zoning determinations.

3.01 Background of Beckley Comprehensive Plan.

The City's first Comprehensive Plan was completed in 1964 through funding in part by the federal government under the Urban Planning Assistance Program, authorized by Section 701 of the Housing Act of 1954. More than 35 years after this first Comprehensive Plan, the 2001 Comprehensive Plan was completed under the guidance of a large Steering Committee of community leaders. A significant modernization of the State's Planning Enabling Legislation in 2004 led to a mandate that municipalities and counties in West Virginia with zoning and/or subdivision regulations must, "review the comprehensive plan and make updates at least every ten (10) years [WV State Code §8A-3-11], which led to the City's current 2014 Comprehensive Plan.

The 2014 Beckley Comprehensive Plan was developed by a Steering Committee appointed by the Mayor. This Committee met several times in 2013 and 2014 and worked with a team of consultants. This Plan initiative formulated a long-term vision for the City's future. This endeavor aimed to balance quality of life, economic health, prosperity, and sustainable development through a participatory process involving the public. The goal was to direct Beckley's growth over the next decade while considering various aspects such as physical, economic, and social development.

Rather than starting anew, the City of Beckley intends to update the existing 2014 Beckley Comprehensive Plan. Several strategies from the original plan remain pertinent but require reevaluation, incorporation of current conditions, meaningful community engagement, and adjustments to align with anticipated changes over the next 10 to 20 years.

3.02 Project Overview.

- 3.02.01** City leadership and the Beckley Planning Commission have developed the general scope of work for the Comprehensive Plan Update. An ad-hoc Comprehensive Plan Update Steering Committee, selected by the Mayor, will be formed, and will represent a cross-section of City residents, key stakeholders, professional groups, members of various City boards and commissions, and professional staff. The Steering Committee will provide direction to the selected Offeror.
- 3.02.02** The City of Beckley has allocated \$100,000 to the completion of this Comprehensive Plan Update assignment.
- 3.02.03** As set forth in WV State Code §8A-3-4, the comprehensive plan update is a written statement on present and future land use and development patterns consisting of descriptive materials, including text, graphics and maps, covering the objectives, principles and guidelines for the orderly and balanced present and future economic, social, physical, environmental and fiscal development of the City of Beckley.
- 3.02.04** A comprehensive plan update must meet the following WV State Code objectives:
- a) A statement of goals and objectives for the Beckley Common Council, concerning its present and future land development;
 - b) A timeline on how to meet short and long-range goals and objectives;
 - c) An action plan setting forth implementation strategies;
 - d) Recommend to the Beckley Common Council a financial program for goals and objectives that need public financing;
 - e) A statement of recommendations concerning future land use and development policies that are consistent with the goals and objectives set forth in the comprehensive plan update;
 - f) A program to encourage regional planning, coordination and cooperation with other governing bodies, units of government and planning commissions; and
 - g) Maps, plats, charts and/or descriptive material presenting basic information on the land included in the comprehensive plan update, including present and future uses.

3.03 Mandatory Components of the Comprehensive Plan Update.

The Comprehensive Plan Update must include under WV State Code, but is not limited to, the following components:

- 3.03.01 Land Use.** Designate the current, and set goals and programs for the proposed general distribution, location, and suitable uses of land, including, but not limited to:

- a) Residential, commercial, industrial, agricultural, recreational, educational, public, historic, conservation, transportation, infrastructure or any other use of land;
- b) Population density and building intensity standards;
- c) Growth and/or decline management;
- d) Projected population growth or decline; and
- e) Constraints to development, including identifying flood-prone and subsidence areas.

3.03.02 Housing. Set goals, plans and programs to meet the housing needs for current and anticipated future residents of the City of Beckley, including, but not limited to:

- a) Analyzing projected housing needs and the different types of housing needed, including affordable housing and universally designed housing accessible to persons with disabilities;
- b) Identifying the number of projected necessary housing units and sufficient land needed for all housing needs;
- c) Addressing substandard housing;
- d) Rehabilitating and improving existing housing; and
- e) Adaptive reuse of buildings into housing.

3.03.03 Transportation. Consistent with the comprehensive plan update’s land use component and with the Fayette/Raleigh Metropolitan Planning Organization (MPO) current Metropolitan Transportation Plan (MTP), identify the type, location, programs, goals and plans to meet the intermodal transportation needs of the jurisdiction, including, but not limited to:

- a) Vehicular, transit, air, port, railroad, river and any other mode of transportation system;
- b) Movement of traffic and parking;
- c) Pedestrian and bicycle systems; and
- d) Intermodal transportation.

3.03.04 Infrastructure. Designate the current, and set goals, plans and programs, for the proposed locations, capabilities and capacities of all utilities, essential utilities and equipment, infrastructure and facilities to meet the needs of current and anticipated future residents of the City of Beckley.

3.03.05 Public Services. Set goals, plans and programs, to ensure public safety, and meet the medical, cultural, historical, community, social, educational and disaster needs of the current and anticipated future residents of the City of Beckley.

- 3.03.06 Rural.** Consistent with the comprehensive plan update’s land use component, identify land that is not intended for urban growth and set goals, plans and programs for growth and/or decline management in the designated rural areas.
- 3.03.07 Recreation.** Consistent with the comprehensive plan update’s land use component, identify land, and set goals, plans and programs for recreational and tourism use in the City of Beckley.
- 3.03.08 Economic Development.** Establish goals, policies, objectives, provisions and guidelines for economic growth and vitality for current and anticipated future residents of the City of Beckley, including, but not limited to:
 - a) Opportunities, strengths and weaknesses of the local economy and workforce;
 - b) Identifying and designating economic development sites and/or sectors for the area; and
 - c) Type of economic development sought, correlated to the present and projected employment needs and utilization of residents in the area.
- 3.03.09 Community Design.** Consistent with the comprehensive plan update’s land use component, set goals, plans and programs to promote a sense of community, character and identity.
- 3.03.10 Preferred development areas.** Consistent with the comprehensive plan update’s land use component, identify areas where incentives may be used to encourage development, infill development or redevelopment in order to promote well designed and coordinated communities and prevent sprawl.
- 3.03.11 Renewal and/or redevelopment.** Consistent with the comprehensive plan update’s land use component, identify slums and other blighted areas and set goals, plans and programs for the elimination of such slums and blighted areas and for community renewal, revitalization and/or redevelopment.
- 3.03.12 Financing.** Recommend to the Beckley Common Council short- and long-term financing plans to meet the goals, objectives and components of the comprehensive plan update.
- 3.03.13 Historic Preservation.** Identify historical, scenic, archaeological, architectural or similar significant lands or buildings, and specify preservation plans and programs so as not to unnecessarily destroy the past development which may make a viable and affordable contribution in the future.

3.04 Optional Components of the Comprehensive Plan Update.

The comprehensive plan update may include, but is not limited to, the following components, which will be negotiated with the selected Offeror:

- 3.04.01 History.** An analysis of the history of the area to better provide for the future.
- 3.04.02 Environmental.** Recommend programs where appropriate to appropriate regulatory agencies to protect the area from all types of pollution and promote a healthy environment.
- 3.04.03 Tourism.** Recommend programs to promote tourism and cultural and heritage development in the area.
- 3.04.04 Conservation.** Recommend programs to conserve and protect wildlife, natural habitats, sensitive natural areas, green spaces and direct access to sunlight.
- 3.04.05 Safety.** Recommend public safety programs to educate and protect the public from disasters, both natural and man-made.
- 3.04.06 Natural Resources Use.** Identify areas for natural resources use in an urban area.

3.05 Scope of Work.

Although City staff will finalize the scope of work with the selected Offeror prior to contract authorization, the following shall be viewed as the parameters within which the selected Offeror will be expected to manage this assignment and complete Plan Update tasks. The City and the Evaluation Committee are open to suggestions other than those items listed below which the Offeror believes will be of value. However, a clear and compelling explanation of alternate tasks must be addressed in the Offeror’s Proposal, if proposed.

3.05.01 Current Comprehensive Plan Analysis. It is the City’s objective to Update the 2014 Beckley Comprehensive Plan rather than starting anew. The selected Offeror will review the current Plan and identify relevant sections and/or elements that should remain, be revised, or be removed. This review should include recognition of deficiencies of the current Plan and identification of elements that should be incorporated into the Plan Update.

3.05.02 Innovative and Inclusive Visioning, Engagement and Participation Scheme.

3.05.02.01 Scheme. The City seeks to incorporate current best practice methods of collecting and organizing resident and stakeholder contributions. Offerors are expected to employ inclusive and meaningful engagement strategies to effectively undertake the comprehensive planning process and the development of a final product. Proposals must address either a contemplated schematic outline or a collection of potential strategies the firm/team has recently and successfully employed.

3.05.02.02 Meetings. Although the number and type of meetings (face-to-face, virtual, group, one-on-one, etc.) will be negotiated as a part of the final scope of work, the following should be considered a

guide for Offerors in exploring this assignment’s meeting approach when preparing Proposals.

- a) Visioning and/or charrette sessions to include City staff, the Steering Committee, residents, and stakeholders, the number of which must be determined.
- b) Minimum of four (4) community engagement meetings.
- c) Minimum of two (2) open house style meetings.
- d) Minimum of two (2) public hearings to include final presentation to the Planning Commission and to the Beckley Common Council.

3.05.03 Community Profile – Existing Conditions Analysis. The selected Offeror will analyze and report on the City’s strengths, weaknesses, opportunities, and challenges across at least the mandatory components outlined in Section 3.03 and generally organized in the following areas:

3.05.03.01 Historic Roots and Development Patterns

3.05.03.02 Population and Household Characteristics Trends, and Comparisons

3.05.03.03 Economy

3.05.03.04 Existing Land Use

3.05.03.05 Neighborhoods (residential, commercial nodes, downtown, etc.)

3.05.03.06 Housing

3.05.03.07 Natural Resources

3.05.03.08 Vacant Land

3.05.03.09 Historic Resources

3.05.03.10 Transportation Choice

3.05.03.11 Public Facilities and Infrastructure

3.05.03.12 Image and Identity

3.05.03.13 Regional Context

3.05.03.14 Trends and Ideas Shaping the Future

3.05.04 Coordination with Existing City and Regional Plans. To avoid duplicative effort and redundancy and to ensure the Plan Update’s comprehensive utility and longevity, the selected Offeror will be expected to identify, review, and incorporate goals, objectives, and initiatives identified and prioritized in various city and regional plans including, but not limited to, the 2019 Downtown Assessment, the 2023 Beckley Outdoors Economic Action Plan, the Fayette Raliegh Metropolitan Planning Organization’s current Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP), New River Transit Authority’s (NRTA) current long-range

transit plan, economic development, educational facilities, parks and recreation, historic preservation, etc.

3.05.05 Community Vision and Assessment. Through the collection and organization of resident and stakeholder contributions, the selected Offeror will prepare a community vision and assessment generally organized in the following areas:

3.05.05.01 Land Use

3.05.05.02 Housing

3.05.05.03 Transportation

3.05.05.04 Infrastructure

3.05.05.05 Public Services

3.05.05.06 Rural Issues

3.05.05.07 Recreation

3.05.05.08 Economic Development

3.05.05.09 Community Design

3.05.05.10 Preferred Development Areas

3.05.05.11 Renewal and Redevelopment

3.05.05.12 Historic Preservation

3.05.05.13 Financing

3.05.06 Implementation Plan. The Comprehensive Plan Update must include practical implementation strategies that identify short- and long-term prioritized action items (i.e., high, medium, and low) under organized objectives, goals, and strategies. In addition to an explanation of the Plan implementation tasks, the Plan must include a summary list in matrix form with associated information on the priority of the strategies, plan initiatives they support, and identification of entities responsible for strategy/task initiation and completion.

3.05.07 Preliminary Zoning and Subdivision Regulations Diagnosis and Strategic Approach. The City of Beckley recognizes its zoning and subdivision regulations require significant revisions if not a total rewrite. As part of the Implementation Plan, the selected Offeror will prepare a Preliminary Diagnostic and Strategic Approach Report concerning the City's current zoning and subdivision regulations.

PART IV – PROPOSAL FORMAT & CONTENT REQUIREMENTS

4 Proposal Format & Content Requirements.

4.01 Requirements.

The following instructions describe the form in which Proposals must be submitted. Proposal documents should provide a straightforward, concise description of the Offeror's capabilities to complete the assignment identified in this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City of Beckley. The requirements stated do not preclude Offerors herein from furnishing additional reports, functions, and costs as deemed appropriate.

See Section 1.04 of this RFP for proposal submission directions. Failure to submit the Proposal in the manner prescribed may cause the Proposal to be rejected.

4.02 Organization of Technical Proposal.

Responses to the following items will be used for Proposal evaluation. Proposals which do not contain responses to each of the required items will be considered incomplete and may be rejected. To aid in the comparative evaluation of Proposals, please include responses to each of the following in the order in which they appear below separated by a cover sheet and tab (hard copy version).

4.02.01 **COVER LETTER.**

(3 page maximum)

This letter will summarize in a brief and concise manner the firm's understanding of the Scope of Work. The letter must name all persons authorized to represent the firm/team, and include the titles, addresses and telephone numbers of such persons.

4.02.02 **TECHNICAL EXPERIENCE.**

(5 page maximum)

Detail no fewer than three (3) example projects (1 page maximum for each example) that best illustrate the firm's/team's ability to provide the requested services. Explain how these assignments are similar to this request and similar to Beckley's size and provenance, and what the anticipated differences might be. Provide client reference names, telephone numbers, and email addresses. If deliverables are available online to view, include related URLs.

4.02.03 SCOPE OF SERVICES.

4.02.03.01 Statement of Understanding.
(2 page maximum)

4.02.03.02 Statements of Approach and Methodology.
(20 page maximum)

Statements of Approach and Methodology to complete the assignment under this RFP, particularly the following tasks further explained in Section 3.05 (3 page maximum per listed task and proposed task, if applicable).

- a) Work Task – Current Comprehensive Plan Analysis
- b) Work Task – Innovative and Inclusive Visioning, Engagement, and Participation Scheme
- c) Work Task – Community Profile – Existing Conditions Analysis
- d) Work Task – Coordination with Existing City and Regional Plans
- e) Work Task – Community Vision and Assessment
- f) Work Task – Implementation Plan
- g) Work Task – Preliminary Zoning and Subdivision Regulations Diagnostic and Strategic Approach

4.02.03.03 Work Schedule and Proposed Timeline.
(2 page maximum)

4.02.04 ORGANIZATION/TEAM PROFILE AND QUALIFICATIONS.
(10 page maximum)

4.02.05 QUALIFICATIONS OF KEY PERSONNEL.
(1 page maximum per person)

4.02.06 STATEMENT OF FAMILIARITY WITH BECKLEY, THE SOUTHERN WEST VIRGINIA REGION, AND WEST VIRGINIA STATE PLANNING ENABLING LAW.
(2 page maximum)

4.02.07 COMPLETED CERTIFICATION / AUTHORIZATION / ACKNOWLEDGMENT AFFIDAVIT
(see Part VI of this RFP).

4.03 Organization of Cost Proposal.

Cost Proposals shall be submitted in an **inner sealed envelope** as described in Section 1.04.02.02 of this RFP and include the following:

4.03.01 A schedule of fees broken down by work task itemized in Section 4.02.03.02 of this RFP and further explained in Section 3.05 of this RFP and an estimation

of hours associated to each work task;

4.03.02 Hourly rates for project personnel to be used as the basis for payment;

4.03.03 Total estimated cost for work described in this RFP; and

4.03.04 List of anticipated deliverables including type (hard copy, digital, data, shapefiles, etc.).

PART V – EVALUATION CRITERIA AND PROCESS

5 Evaluation Criteria and Process.

5.01 Evaluation Process.

5.01.01 Administrative Review of Proposals.

All proposals received will be reviewed to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each Proposal will be reviewed to ensure that the Offeror submitted a separately packaged cost proposal and technical proposal, that only technical information is included in the technical proposal and only cost information is included in the cost proposal, and that all documents requiring a signature have been signed. Proposals failing to meet these requirements or to include all the required statements and affirmations may be automatically rejected as not being responsive. All technical proposals that meet the administrative requirements will then be forwarded to the technical evaluation team members for further evaluation.

5.01.02 Evaluation Committee

The Evaluation Committee will review all proposals received and determine a ranking. Additionally, the Committee may, in its sole discretion and in the course of its evaluation, request additional information in writing, hold additional in-person or virtual interviews, arrange a site visit, or request presentations/demonstrations with one (1) or more selected Offerors.

5.01.03 Evaluation of Qualifications

The criteria for evaluating the qualifications and selecting a consultant will include but not be limited to:

5.01.03.01 The responsiveness of the Offeror, and completeness and compliance with the terms of this RFP.

5.01.03.02 The Offeror's specific approach to the assignment. Although the City has identified the general nature of services required, the consultant is encouraged to provide an innovative approach and methodology to provide the requested services to update the existing Comprehensive plan rather than starting anew.

5.01.03.03 Capabilities and previous experience in comparable projects of this type, and the specialized experience and technical competence of the Offeror to adequately engage the public.

5.01.03.04 Past record of performance on contracts with other governmental agencies, including such factors as quality of work, controls of costs, letters of recommendation from past clients, and ability to meet established schedules.

5.01.03.05 Capacity of the personnel to perform the work in a timely manner.

5.01.03.06 Qualifications of individuals who will have direct involvement in tasks on this assignment.

5.01.04 The Evaluation Committee will use the following weighted average formula to initially rank Proposals.

CRITERIA	VALUE (%)
TECHNICAL EXPERIENCE	20
SCOPE OF SERVICES	45
Understanding	10
Approach and Methodology	10
Innovative and Inclusive Visioning, Engagement, and Participation Scheme	10
Preliminary Planning & Zoning Code Diagnostic and Strategic Approach	5
Work Schedule and Proposed Timeline	10
ORGANIZATION/TEAM PROFILE AND QUALIFICATIONS	10
QUALIFICATIONS OF KEY PERSONNEL	10
FAMILIARITY WITH BECKLEY, THE SOUTHERN WEST VIRGINIA REGION, AND WEST VIRGINIA STATE PLANNING ENABLING LAW	5
COST PROPOSAL	10
TOTAL	100

5.02 Consulting Teams.

Consultants may contract with subconsultants to form a consulting team on the Plan Update, but a lead consultant must be identified and must take responsibility of all work, progress, and deliverables. The City reserves the right to request substitution of firms. A response to this RFP should not be deemed to be construed as a contract or an indication of a commitment of any kind on the part of the City of Beckley.

5.03 Negotiation.

Upon review of the responses to this RFP, City staff and the Evaluation Committee will prepare a short list of consultants they may wish to interview. A firm will be selected for recommendation to the City's Chief Financial Officer for the purpose of negotiating contract terms, including a fair and reasonable price. If a satisfactory contract cannot be negotiated with that firm/team, the City shall formally end negotiations with that firm/team and select the next most favored Offeror and attempt to negotiate with that firm/team.

The City reserves the right to request additional information from individual Offerors submitting Proposals. All responses are considered public records; each page deemed proprietary and confidential must be marked as such, but the final interpretation of public information will rest with the City Attorney.

The City reserves the right to reject any or all Proposals and the right, in its sole discretion, to accept the Proposals it considers most favorable to the City's interest.

The City further reserves the right to reject all responses and seek new responses when such procedure is deemed reasonable and in its best interest.

5.04 Best and Final Offer.

The City's Chief Financial Officer will, if one or more Proposals are selected, issue a written request for best and final not-to-exceed offer. The request shall set forth the date, time, and place for the submission of the best and final offer. At any point in the negotiation process, the City's Chief Financial Officer may, at his/her discretion, terminate negotiations with any and all Offerors.

5.05 Award of Contract.

No guarantee is made by the City that any action or contract(s) will be issued as a function of this RFP and its responses, if any. Award of contract(s) shall be made to and negotiated with the responsible Offeror whose Proposal is determined to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFP. The City of Beckley reserves the right to reject any and all Proposals submitted in response to this RFP.

Award of contract(s) by the City must first be authorized by the Beckley Common Council at a regular or special meeting.

5.06 Method of Compensation.

Upon selection, the consultant will provide the necessary information for and a draft contract to the City. The contract with the selected consultant is to be for a not-to-exceed amount for Comprehensive Plan Update services, as described herein, with reimbursement upon completion of agreed upon components of work, with a fee schedule for the remainder of requested services. The City's Grants Manager and the City's Chief Financial Officer and/or their respective designees will review and approve for payment all invoices submitted by the consultant under the contract.

