

REQUEST FOR PROPOSALS



MUNICIPALITY OF MT. LEBANON 2012 COMPREHENSIVE PLAN UPDATE

The Municipality of Mt. Lebanon, Allegheny County, Pennsylvania, is accepting proposals for a one-time contract to perform certain professional services (consulting) work for the Municipality involving an update of the Municipality's Comprehensive Plan. Attached is information relating to submitting a proposal including specific requirements, the organization of the proposal, and proposal evaluation criteria.

The 2012 Comprehensive Plan update shall include all required elements as set forth in the Pennsylvania Municipalities Planning Code (MPC) and shall incorporate the required data collection to support the recommendations of the plan. The adopted Mt. Lebanon Comprehensive Plan will be consistent with the goals and objectives of Allegheny Places — the Allegheny County Comprehensive Plan, as well as other policies regarding land use initiated by the Commonwealth including the MPC.

All responses to this RFP must be received in a sealed envelope and clearly marked "Mt. Lebanon Comprehensive Plan Update Proposal" by 4:00 PM on March 9, 2012, to be eligible for consideration. Proposals shall be submitted to:

Planning Office
ATTN: Keith McGill, AICP
710 Washington Road
Pittsburgh, PA 15228

The proposal and bid price (including cost estimates and hourly rates, see Section VIII) should be submitted in separate sealed envelopes. Please submit ten (10) copies of the RFP response and one (1) sealed bid price with your submission. The municipality will not open the bids until all proposals have been reviewed for their content and quality. E-mail submissions will not be accepted.

Additional information can be found on the municipal website, www.mtlebanon.org: Comprehensive Plan Update. Questions may be e-mailed to: kmcgill@mtlebanon.org.

REQUEST FOR PROPOSAL



**PROFESSIONAL SERVICES
2012 COMPREHENSIVE PLAN UPDATE**

January 24, 2012

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I. General Description

The Municipality of Mt. Lebanon requests the submission of proposals for a one-time contract for professional services relating to an update of the municipality's comprehensive plan.

The municipality adopted a Comprehensive Plan in December of 2000. A comprehensive revision of the Subdivision and Land Development Ordinance was completed and adopted in 2001 and an update to the municipality's Zoning Ordinance was completed and adopted in 2005. All of these documents can be accessed online at the municipality's website, www.mtlebanon.org.

Mt. Lebanon is located in Allegheny County, Pennsylvania about six miles south of the City of Pittsburgh and is a suburban community of 33,137 persons according to the 2010 census data. Housing units consist of approximately 70% single-family residences and 30% multi-family residences. As a largely built-out community, Mt. Lebanon must consider the benefits, impacts and opportunities presented by redevelopment and infill development.

Mt. Lebanon, Pennsylvania, offers an attractive mix of the best things about city and suburban living:



- Outstanding municipal services
- State-of-the-art Police and Fire services
- National Blue Ribbon schools
- Distinctive neighborhoods
- Vibrant business districts
- Parks and playgrounds
- A complete recreation complex
- An outstanding public library
- Variety of cultural opportunities

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 policy makers and the general public. Public input shall be a significant part of this planning process.

The adopted Mt. Lebanon Comprehensive Plan will be consistent with the goals and objectives of Allegheny Places — the Allegheny County Comprehensive Plan, 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 Mt. Lebanon Comprehensive 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.

II. Background Materials

The following documents are available on the municipal website, www.mtlebanon.org and should be reviewed by the respondent to provide additional background information on the municipality and previous planning efforts:

- *Mt. Lebanon Comprehensive Plan (December 11, 2000)*
- *Comprehensive Recreation, Park and Open Space Plan (2002)*
- *Mt. Lebanon Parks Master Plan (2004)*
- *South Hills Transit Revitalization Investment District (TRID) Study (2008)*
- *Mt. Lebanon Zoning Ordinance*
- *A Strategic Plan for Uptown Washington Road (1995)*

III. Scope of Service

The following outline is designed to describe key components of the update in addition to the general services to be provided by the consultant. The consultant is expected to provide all information and perform all tasks as required by the MPC (Act of 1968 No. 247 as reenacted and amended) as it relates to a Comprehensive Plan. The outline is not necessarily all-inclusive and the consultant shall include in the proposal any tasks and services deemed necessary to complete the project.

- **Prepare a Vision Statement**
A vision statement shall be prepared based on community input that reflects a shared understanding of the community core values and vision.
- **Executive Summary**
Provide an executive summary of the 2012 Comprehensive Plan update.
- **Prepare a list of short-term, mid-term and long-term goals and an associated implementation plan including cost estimates where possible.**
The plan will contain a list of short-term (1-3 years), mid-term (4-6 years) and long-term (7-10 years) goals and recommendations that are clear, concise and relevant. Vague recommendations such as “develop a bikeway plan to create connections in the municipality” shall be avoided. An associated implementation plan shall also be included and should identify the appropriate entities responsible for implementation. The plan should be realistic and set priorities based on time, required/available funds and community input, not a wish list.

- **Meetings and Public Hearings**

Attendance and presentations at public meetings, Planning Commission, and Mt. Lebanon Commission meetings is required throughout the process. There should be a concerted effort to stimulate and obtain public input and response during the preparation of the draft and to involve appropriate elected officials and municipal staff. The public participation process should be designed to engage as broad an audience as possible and provide real-world challenges and issues to respond to. The consultant is encouraged to suggest additional methods of public participation or an alternative method based on their experience and clearly identify time and number of meetings to accomplish this task.

- **Project Scope**

The successful person/firm shall be responsible for completion of the project up to and including adoption of the Comprehensive Plan update.

IV. Proposal Submission

All responses to this RFP must be received in a sealed envelope and clearly marked "Mt. Lebanon Comprehensive Plan Update Proposal" by 4:00 PM on March 9, 2012, to be eligible for consideration. Proposals shall be submitted to:

Planning Office
ATTN: Keith McGill, AICP
710 Washington Road
Pittsburgh, PA 15228

The proposal and bid price (including cost estimates and hourly rates, see Section VIII) should be submitted in separate sealed envelopes. Please submit ten (10) copies of the RFP response and one (1) sealed bid price with your submission. The municipality will not open the bids until all proposals have been reviewed for their content and quality.

V. Limitations of Liability

The Municipality of Mt. Lebanon assumes no liability or responsibility for costs incurred by proposers in responding to this RFP or in responding to any future requests for interviews, additional data, etc.

VI. Materials

The Consultant will be responsible for providing all necessary materials including drafts of the Comprehensive Plan Update at all meetings workshops and charrettes. The consultant shall provide the municipality with a PDF version and editable version of all documents and maps. The software packages used will be agreed to prior to any work being produced. Maps should be developed for easy integration into the municipality's GIS which is ESRI ArcMap based.

VII. Proposal Preparation

In order to facilitate a consistent evaluation of the proposals, the respondent is advised to be concise and follow the outline identified in Section VIII in responding. Proposals that do not follow the outline, or contain the required information may be considered to be incomplete or unresponsive proposals.

VIII. Format for Proposals

Proposals are requested to be concise and should include, in order, the following:

- A. Letter of Transmittal;
- B. Executive Summary;
- C. Brief organizational profile, including background and experience of the firm;
- D. Previous project summaries, including reference contact information, for a minimum of three (3) projects that are similar in scope to the project described herein which demonstrate pertinent firm and key personnel experience. Examples may be submitted as supporting documentation;
- E. Proposed project approach and potential project schedule including an explanation/discussion of the project approach and a detailed outline of the proposed services for executing the requirements of the Proposed Scope of Services. 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;
- F. Project management including:
 - i. Project organizational chart including key staff to be assigned;
 - ii. Location of office from which the project management will be performed;
 - iii. Summary/matrix of key personnel's project experience;
- G. Appendices: Résumés of person(s) who will be performing the work;
- H. Cost estimates and billing rates (**In a separate sealed envelope**):

Full cost information should be provided that shows 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 shall be included 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 must be included. The total amount of maximum payment must be stated;

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 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 Mt. Lebanon that all requirements of the contract have been met. The remainder of contract value will be paid upon receipt and acceptance of final product;

All proposals should include a detailed breakdown of all costs.

I. Other submittals:

Additionally, documents attached as appendices to this RFP shall be fully executed and returned with the proposal as follows:

- Nondiscrimination certification (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.*

IX. Signature/Certification

The proposal shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the proposal will remain effective for review and approval for ninety (90) days from the deadline for submitting proposals.

X. Right to Reject Proposals and Waive Informalities

The municipality reserves the right to reject any and all proposals, to waive any irregularities or information in any RFP response, and to accept/reject any item or combination of items. The contract is subject to approval by the Mt. Lebanon Commission and is effective only upon its approval.

XI. Proposal Evaluation and Selection

Review Process

Upon receipt of the proposals the selection committee, will review all submissions and make recommendations to the Mt. Lebanon Commission, the governing body of the municipality.

It is anticipated that the selection committee may recommend a “short list” of persons/firms to be interviewed. The interview team would consist of the selection committee, the municipal manager and one member of the Mt. Lebanon Commission.

The municipality reserves the right to reject any and all proposals and the right at its discretion to accept the proposal most favorable to its interests.

The municipality reserves the right to request additional information about any respondent as it may require.

Proposals must remain open as an irrevocable offer to provide service as described in the RFP for a period of 90 days after March 9, 2012.

The final decision regarding this proposal rests with the Mt. Lebanon Commission.

The award decision is expected to be made on or before March 30, 2012.

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 (i) create any right (whether property or other) in any party to have a contract awarded or (ii) create or require any standard for award other than what the Municipality deems to be in its best interest. The award of a contract will be made in the discretion of the Municipality, and may be made on factors other than cost.

Notwithstanding anything to the contrary contained herein, no bidder, whether successful or not, will acquire any legally binding rights against any party including the Municipality unless and until the bidder and the Municipality formally execute an agreement that is satisfactory to the Municipality, in its discretion. 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.

Criteria for Evaluation

Proposals submitted will be evaluated based on the following:

- Qualifications of the firm based on previous relevant experience;
- Demonstrated understanding of the project;
- Approach to the project;
- Quality of work determined from both samples of work submitted for similar projects and from the proposal itself;
- A demonstrated ability to write clearly and concisely;

- Qualifications of the person(s) to be involved;
- Project cost;
- Items identified in Section VIII Format for Proposals.

Prior to making a recommendation to the Commission, the selection committee will open the separate envelope containing the bids. The selection committee reserves the right to hold a second interview with firms to discuss the bid price and negotiate with prospective consultants prior to making a recommendation to the commission.

- No questions related to the request for proposal will be responded to orally. All questions or requests shall be e-mailed to:

Keith McGill, AICP
Municipal Planner
Municipality of Mt. Lebanon
kmcgill@mtlebanon.org

Deadline for written questions: February 17, 2012.

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.mtlebanon.org no later than February 24, 2012. The addendum will also be e-mailed upon request anytime after the date that it is posted on the website.

Tentative Schedule

Item	Date
Post/mail RFP	January 27, 2012
Questions due	February 17, 2012
Deadline for RFP submittals	March 9, 2012
Review/select consultants for interviews	Week of March 11, 2012
Interviews	Week of March 18, 2012
Recommendation presented to commission	March 26, 2012
Contract negotiation	Week of April 1, 2012
Contact award	April 10, 2012

APPENDIX A
Request for Proposals
Municipality of Mt. Lebanon Comprehensive Plan Update

NONDISCRIMINATION

Nondiscrimination and equal opportunity are the policy of the Commonwealth and Municipality of Mt. Lebanon in all its decisions, programs, and activities. The purpose is to achieve the alms of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, (P.L. 744), as amended (43 P.S. 951, et. seq.) and (43 P.S. & 153), assure that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

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

- (a) Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this nondiscrimination certification.
- (b) Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
- (c) Contractor shall send each labor union or workers' representative with whom it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (d) It shall be no defense to a finding of noncompliance with this nondiscrimination certification that contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

- (e) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligation under this nondiscrimination certification, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- (f) Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's noncompliance with the nondiscrimination certification or with any such laws, this contract may be terminated or suspended, in whole or part, and contractor may be declared temporarily ineligible for further Municipality of Mt. Lebanon contracts, and other sanctions may be imposed and remedies invoked.
- (g) Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the Municipality of Mt. Lebanon Manager for purposes of investigation to ascertain compliance with the provisions of this certification. If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information forms supplied by the Municipality of Mt. Lebanon Manager.
- (h) Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
- (i) Contractor shall include the provisions of this nondiscrimination certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (j) Contractor's obligations under this clause are limited to the contractor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

NAME OF CONTRACTOR

DATE

TITLE

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement made and entered into this _____ day of _____, 2012, by and between the Municipality of Mt. Lebanon, Allegheny County, Pennsylvania, a municipal corporation, hereinafter referred to as "Municipality of Mt. Lebanon" or "the Municipality," and _____, hereinafter referred to as the "Consulting Firm" or "Consultant."

WHEREAS, the Municipality desires to have certain one-time professional consulting work done involving the update of the Mt. Lebanon Comprehensive Plan; and

WHEREAS, the Municipality desires to enter into a contract for this work as indicated in the Request for Proposals, hereinafter referred to as "RFP," and made a part of this agreement, included herein by specific reference, and attached as Appendix A to this agreement; and,

WHEREAS, the Consulting Firm desires to provide services requested in the RFP to the Municipality of Mt. Lebanon based on the formal proposal submitted in response to the Municipality's RFP, said proposal made a part of this agreement, included herein by specific reference and attached as Appendix B to this agreement; and,

WHEREAS, the parties to this agreement have further negotiated changes or additions to Appendix A and/or Appendix B and have set forth these changes or additions as Appendix C to this agreement, said Appendix C made a part of this agreement and included herein by specific reference

AND WHEREAS, the Consulting Firm is equipped and staffed to provide the services set forth in the RFP;

NOW THEREFORE, the parties mutually agree as follows:

TERMS AND CONDITIONS

THE CONSULTING FIRM WILL:

Provide professional consulting services as specified in the RFP and accepted by the Consulting Firm's proposal and amended by any addendum listed herein and attached hereto.

Assign the following individuals to do the Municipality's required work at the minimum number of hours as indicated:

NAME	POSITION	MINIMUM HOURS
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[Insert information as a separate sheet]

Any changes to the staffing proposed above 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:

Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed \$_____.

Provide reasonable access to all Municipality personnel, facilities and information necessary to properly conduct and complete the work required under this Agreement.

Make payments to the Consulting Firm within thirty (30) days after receipt of a properly prepared invoice for work satisfactorily completed.

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:

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.

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

WITNESS:

WITNESS:

THE MUNICIPALITY OF
MT.LEBANON

TITLE: _____

[THE CONSULTING FIRM]

TITLE: _____