



Request for Proposals

RFP #2021-006

PROFESSIONAL CONSULTING SERVICES FOR: UNIFIED DEVELOPMENT CODE UPDATE

The City intends to issue a single contact to a consulting firm to provide professional services to update the Unified Development Code and complete related planning analysis and tasks. The project will include: (1) evaluating the effectiveness of the City's existing development-related regulations; (2) writing of new and/or rewriting of the regulations and standards; (3) conducting the necessary stakeholder and public involvement as required herein; (4) meeting with the necessary boards, commissions and groups as may be required herein; (5) formatting the results into a user-friendly document; and (6) assisting city staff with related tasks that will be needed to implement the updated Code, such as a future land use map and a zoning map. The City's goal with this project is to simplify, streamline, and improve development regulations to reflect best practices in the industry.

NOTICE TO RESPONDENTS

The City of Edinburg is soliciting competitive sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFPs will be received until **3:00 p.m. Central Time**, on **Tuesday, January 19, 2021**, shortly thereafter all submitted RFPs will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFPs. RFPs will not be accepted by telephone or facsimile machine. All RFPs must bear original signatures and figures. The RFP shall be for:

RFP #2021-006 UNIFIED DEVELOPMENT CODE UPDATE

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 or at the following e-mail address: lfuentes@cityofedinburg.com. **If you have any questions or require additional information regarding specifications for this proposal, please contact Kimberly A. Mendoza at (956) 388-8202.**

The City of Edinburg reserves the right to refuse and reject any or all RFPs and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFPs for a period of **90** days without taking action.

RFPs must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.



SECTION I. GENERAL TERMS AND CONDITIONS

PURPOSE

(1) The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting submittals from qualified firms to submit proposals, qualifications, and experience for consideration to provide **PROFESSIONAL CONSULTING SERVICES FOR UPDATING THE CITY'S UNIFIED DEVELOPMENT CODE** to the Edinburg Planning & Zoning Department located at 415 W. University Drive, Edinburg Texas.

INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as referenced on the attached solicitation. Six (6) complete sets of the response, one (1) original marked "**ORIGINAL**," and five (5) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand Delivered RFPs:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFPs **90** days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.



RIGHT TO REJECT/AWARD

(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

(8) THE CITY reserves the right to award one or no contract in response to this RFP.

STATUTORY REQUIREMENTS

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for the Professional Consulting Services to update the City's Unified Development Code and complete related planning analysis and tasks.

RESPONDENT'S EMPLOYEES

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.



INDEMNIFICATION CLAUSE

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS AND OFFICIAL CONTACT

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.



VENUE

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS “C” MISDEMEANOR.

CONFLICT OF INTEREST

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(26) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(27) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

(28) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Tuesday, January 19, 2021 until 3:00 p.m.** for consideration. **An (1) original and five (5) copies** of complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for the **PROFESSIONAL CONSULTING SERVICES FOR UPDATING THE CITY'S UNIFIED DEVELOPMENT CODE.**



Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

ADDENDA AND MODIFICATIONS

(29) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

(30) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(31) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(32) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

BRAND OR MANUFACTURER REFERENCE

(33) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.



COOPERATIVE PRICING

(34) Bidders are advised that in addition to responding to our “local” solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to “dealer” pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

QUESTIONS AND CLARIFICATIONS

(35) Questions and clarifications that change or substantially clarify the Request for Proposals will be affirmed in writing and copies will be provided to all firms on record responding to RFP. **Any inquiries to this RFP must be submitted to Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 or at the following e-mail address: lfuentes@cityofedinburg.com no later than January 8, 2021 at 5:00 p.m.**

HB 89

(35) The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.



SECTION II RFP REQUIREMENTS

PURPOSE: The intent of this Request for Proposal and resulting contract is to obtain proposals from a qualified firm to provide **PROFESSIONAL CONSULTING SERVICES FOR UPDATING THE CITY'S UNIFIED DEVELOPMENT CODE**, to the Edinburg Planning & Zoning Department located at 415 W. University Drive, Edinburg Texas.

GENERAL INFORMATION: The response to this RFP should be brief but comprehensive enough to include suggested approaches related to the team's ability to achieve the project goals and Scope of Work.

REQUEST FOR PROPOSALS: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and five (5) copies** of the RFP shall be submitted to the address on the cover letter.

SUBMITTAL: For proper comparison and evaluation, THE CITY requests that proposals address, at a minimum, the following format.

- a) **Cover Letter** - A brief introductory letter of representation by the Prime Consultant shall include the history of the consulting firm and experience with updating a unified development code and providing related planning analysis and tasks, such as assisting cities with creating future land use maps, zoning maps, and other deliverables that are necessary for implementing a new unified development code.
- b) **Description of the make-up of the Consultant team:**
 - 1) Names of key personnel to be assigned to the project, their role on the project, their titles, experience, and period of service with the team.
 - 2) The expected contribution of each of these individuals as a percentage of the total effort and also his/her respective workload during the anticipated contractual period.
 - 3) Each individual's experience with completing similar projects, including their understanding of regulatory concepts and issues, drafting of regulations and approach to public involvement.
 - 4) Include a brief statement of the availability of key assigned personnel of the team to undertake the project.
 - 5) Include references for past planning and zoning municipal projects, preferably other similar urbanized areas within the State of Texas.
- c) Include an organizational chart showing the relationship of the team with the team Project Manager and with City personnel. Specifically provide an organizational chart for the team.
- d) The submittal should demonstrate experience with the application of form-based zoning codes in an urban context.

Using a maximum of three pages, describe the experience of the entire project team, only as it relates to this type of project. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects successfully completed within the past five years where the team members have performed similar projects.



- e) Description of the Consultant's proposed approach to the project including the strategy used to achieve the project goals and the Scope of Work.

Using remaining pages,

- f) Describe how the work will be completed in an effective, timely, economical and professional manner. The proposal must describe at a minimum, the basic approach to this project, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.
- g) Describe how the project will be organized, both internal to the Consultant team and how the team will coordinate with the City Staff.
- h) Describe how visual imaging tools will be used to complete the project. List any visualization tools such as visual preference surveys, GIS, CAD and computer generated imaging programs.
- i) Provide the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location, together with the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime location.

Fees and Expenses

The Consultant shall submit fee and reimbursable expense schedules necessary to accomplish the Scope of Work. The fee submittal shall address the following items:

- a) Detailed full service fee proposal outlining the services to be provided under each phase of work as described in the Scope of Work;
- b) The value of the work of the Consultant, and all the sub-consultants. Include the respective percentage and dollar amount of sub-consultants' involvement in each phase of work;
- c) Hourly Rate Schedule by personnel and Reimbursable Expenses;
- d) List of Reimbursable Expenses;
- e) City forms for proposed sub-consultants.

Proposal Acceptance

- a. Proposed fees will be used as an indication of the level of services to be provided.
- b. The City will not select professional services on a low bid basis.
- c. The City reserves the right to negotiate final fees and Scope of Work with the selected Consultant.
- d. If an acceptable Agreement, including Scope of Work and fee structure cannot be negotiated with the selected Consultant, the City may negotiate with other proposers.

NOTE: Prior to or during the contract period, the Consultant may indicate any additional work that they believe is needed, the basis for opinion and approximate costs of such work. Consultant may submit these for consideration. This indication of additional work shall not be included in the submittal; shall not be used to select



a Consultant; may not be used in any way to influence City staff to select a consultant; and may or may not be used for a contract addendum.

BACKGROUND

The City's [Comprehensive Plan](#) was most recently updated in 2005. The [Unified Development Code](#) and [Zoning Map](#) were adopted in 2007 (the Zoning Map and Future Land Use Map can be accessed as layers in the linked online GIS map). The development standards and regulations specified in the Unified Development Code are outdated and do not reflect industry best practices today, resulting in frequent variance requests, confusion, and inconsistent application of standards. The City has been working with Texas A&M Engineering Extension Service (TEEX) since July 2019 on recommendations for updating the Comprehensive Plan, but there is much work to be done to get from that document (a copy will be made available to the Consultant) to implementation of a new unified development code that reflects industry best practices and the community's desired course for future development.

SCOPE OF WORK - The Consultant shall provide full professional services to update the Code and complete related tasks needed for implementation of the new Code, as outlined below. The Consultant team should include planners, architects, attorneys familiar with State land use law, and other sub-consultants as the Consultant deems necessary.

This Scope of Work is provided to assist Consultants with submissions and presentations during the selection process. The City reserves the rights to, at any time during this process, and prior to execution of the Agreement, add, delete, or otherwise modify this Scope of Work where such will be in its best interests.

Phase I: Form and Outline:

Provide an outline for the project intended to address elements needed to provide an update to the Code and the related tasks; however, the Consultant, working with staff, may recommend modifications, additions, considerations or any other activities felt necessary to address Problem Statements developed during Phase 2 herein.

Phase 2: Analysis and Problem Definition:

Review and evaluate the City's existing Comprehensive Plan, Unified Development Code, Zoning Map, Future Land Use Map, and TEEX's most recent report, including goals and recommendations established therein, to identify key issues and opportunities. Identification of issues will include working closely with members of City Council and City Staff, City Advisory Boards and eliciting public views through public involvement, including property owners, businesses and other developers and consultants regularly doing business with the City. Meetings, focus groups, interviews with stakeholders, web-based surveys and public listening sessions should be anticipated. These meetings shall be arranged by City staff and facilitated by the Consultant. The Consultant shall include production of meeting materials and provision of technical capabilities for graphically communicating needed information.

More specifically, the analysis and problem definition is expected to include, but not be limited to, the following:

- Review and analyze existing development patterns in context of the Zoning Map, existing Land Use Map, and Future Land Use Map.
- Review the recent history of variances and rezoning requests, including data and items considered by relevant boards and commissions, in context of the City's Land Use Plan and Code.
- Identify the impact of current land use, zoning, and regulatory implications on major developments, including new development, redevelopment or reuse. Explain how the updated Code and related deliverables will better serve stakeholder groups and achieve the community's desired future development patterns.



- Identify changes in state and federal law since the original plan update (e.g. TX LGC Chapter 211.212, content based on sign regulations, RLUIPA, etc.)
- Review existing zoning district structure to determine if amendment or addition is needed.
- Review current land use matrix in order to consolidate, update, or remove prohibited, permitted, limited, or conditional/special uses.
- Identify appropriate dimensional standards (e.g., bulk, height, lot size, setbacks, development ratios, etc.) and review with City staff, the Planning & Zoning Commission, and local engineers, developers, and other key stakeholders.

Consultant shall:

- Provide an initial memorandum addressing the key issues above and describing a strategy for a meaningful public process. The strategy shall include key points at which the public should be involved and how that involvement should occur, how and when materials will be available and presented to the public, and how and when public feedback will occur. Throughout the project the Consultant should assist with providing handout materials, visual presentations, or any other resources or material necessary to engage the public.
- Conduct a series of meetings as deemed necessary, with an advisory committee, including members of City Council, City Staff, City Advisory Boards, key public stakeholders (engineers, architects and development community), and the general public.
- Issue a report that analyzes areas of incompatibility between existing City policies, plans and regulations, and also notes areas where there is consistency.
- Assist staff with the review of key issues identified in the report, to craft sound Problem Statements based upon the issues and to establish priorities among the Problem Statements.

The Consultant shall deliver a memorandum setting forth Problem Statements and the priority of such statements.

Phase 3: Development and Evaluation of Alternative Approaches

Consultant shall:

- Deliver a memorandum describing the alternative regulatory approaches and implementation tools to solve the issues identified in the Problem Statements. The memorandum shall include evaluations of the positives and negatives of the alternate regulatory approaches in relation to new development, developed areas and redevelopment areas, and organize the alternative approaches by how they address the substance, procedures and format of the Code.
- Work with staff to select among the alternative regulatory approaches using the Problem Statements and selected implementation tools.
- Develop a proposed course of action that will test alternative approaches and create an overall strategy to develop and implement the Code. In developing alternative approaches, Consultant should designate those areas that may not be able to attain to alternative approaches, keeping in mind that alternative approaches should be as broad-based as possible, and affect the majority of properties and development/redevelopment scenarios. In recognizing these areas, Consultant may wish to address alternatives for separate areas.
- Deliver a memorandum outlining the preferred approach and testing methods, evaluation criteria, and an overall strategy for when and how to address the issues identified in the Problem Statements through the selected alternative approaches and implementation tools.



Phase 4: Drafting the New Code

1. Preliminary Draft

After consideration and analysis of initial public input and evaluation and testing of alternative approaches and how these will overcome current shortcomings of existing codes, the Consultant will work with staff to refine the selected approach(es) and draft preliminary language and related zoning map amendments. At this stage, the proposed language and map will inform each other and also inform the evaluation and testing of alternative approaches. The Preliminary Draft will be for discussion and testing primarily among staff and the consultant.

Anticipate that this draft may have multiple rounds of drafting, circulation, testing, revisions and recirculation. The Consultant is expected to develop a model and test the new Code language and maps to identify effectiveness, appropriateness, practical problems, and other inadvertent impacts.

The Consultant shall deliver a Preliminary Draft of revised code language, a map depicting potential zoning map amendments, and a model and process for testing and evaluating the proposed language and map in specific areas of the city.

2. Discussion Draft

After staff consideration, evaluate and test alternative approaches represented in the Preliminary Draft, and work with staff to refine the Preliminary Draft into a Discussion Draft of code language and proposed map changes. The proposed language and map will inform each other and also inform the evaluation and testing of alternative approaches. The Discussion Draft and map will be a refinement of the Preliminary Draft, but may include new alternative approaches if the original selected approaches prove unsuccessful through testing and evaluation. The draft will be tested by staff and circulated for comment and input.

The Consultant shall deliver a draft of the revised Code and a map depicting potential zoning map amendments and facilitate at public meetings.

3. Final Draft

After staff, City Council and Advisory Boards, and public consideration in the evaluation and testing of proposed language, the Consultant will work with staff to draft final code language. The Final Draft will be a refinement of the initial draft and will be widely circulated for public input and eventual adoption. It is anticipated that the Final Draft will be subject to circulation to various city departments for testing and final recommended revisions; the new code language and maps will be tested to identify effectiveness, appropriateness, and practicality; to test for inadvertent impacts; and that the format of the new code language will be simplified and user- and web-friendly.

The Consultant shall deliver a Final Draft of a proposed new Code that is ready for adoption. The Consultant should also explain, in its proposal, how and when the advisory committee, various stakeholder groups, and the public should be involved in moving from various stages of the drafting process to a final deliverable.

4. Zoning Map

The Consultant will work with City Staff to revise the proposed zoning map into a final recommended zoning map. It is anticipated that the recommended zoning map will be circulated and tested, and revisions proposed to address effectiveness, appropriateness, practical and legal problems, and inadvertent impacts. The proposed new zoning map will require public input. When the public is included in the review of drafts, the staff will arrange and Consultant shall facilitate public meetings.

5. Future Land Use Map

The Consultant will work with staff to revise the Future Land Use Map into a final recommended Future Land Use Map, incorporating standards and regulations in the updated Code.

Phase 5: Code Adoption and Implementation

The Consultant shall:

1. Provide continued assistance to staff on adoption and implementation of the new Code and Maps;
2. Assist with training of staff and members of stakeholder groups on using the new Code and Maps;
3. Explain any technological resources required for maintaining the Code on the City web site;
4. Explain any technological requirements for maintaining the Maps on the City's Geographic Information System; and
5. Provide technical assistance in the form of written and graphic material as required throughout the adoption process.

Phase 6: Deliverables

Upon adoption of the Code by the City Council, and following any edits as a result, the Consultant shall deliver:

1. 25 copies in 3-ring binders.
2. Digital files in Microsoft Word and in PDF format. The Consultant shall communicate to staff as to the continued applicability of the software, and/or of the needed version.
3. Instructions to Information Technology and GIS staff as to how to load onto the City's web site and how to create links.
4. Copies of all research and methodology used to create the Code.
5. Digital copies of all meeting materials and graphics in a format suitable for editing that were used in presentations following the award of the contract and those used in the interview process to secure the Consultant.

SECTION III SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below:

The selection process shall be divided into two events. The first event will determine the qualifications of the project team. If ten or more respond to this RFP, the five top firms will be selected to be reviewed for second-round selection. If less than ten but more than five firms respond to this RFP, the three top firms will be selected to be reviewed for second-round selection. If only three firms respond to this RFP, those three firms will be selected to be reviewed for second-round selection.

A Selection Committee will be assembled, made up of department heads or those acting in their behalf as a designee. The following shall be the composition of the Selection Committee:

- 1 from City Administration
- 1 from Planning & Zoning Department
- 1 from Planning & Zoning Commission
- 1 from Zoning Board of Adjustment
- 1 from Engineering Department

Those appointed will be responsible for selecting the most qualified firms. The Selection Committee will then present their findings to the City Council and upon their approval, negotiate contract with the most qualified firm(s). The following is the composition of the Negotiating Committee:

- 1 from City Administration
- 1 from Planning & Zoning Department
- 1 from Planning & Zoning Commission
- 1 from Zoning Board of Adjustment
- 1 from Engineering Department

The City staff will use its own determination and best judgment as to the points awarded and/or whether or not the qualification has been met. The Committee will rank responses based upon the following criteria.

SELECTION CRITERIA: The selection criteria shall include past experience and demonstrated excellence in the following areas:

- 1) Experience of the Consultant team, as indicated by prior successful completion of similar projects.
- 2) Experience of the key individuals who will be assigned to this project.
- 3) Understanding of the project and project issues.
- 4) Proposed methodology to meet the stated project goals and an understanding of the proposed scope of work.
- 5) Demonstrated ability to work effectively on a complex public project with the participation of multiple stakeholders and broad-based public input, and to bring such projects to successful completion within the constraints of time and budget.
- 6) Demonstrated ability to work directly with local government staff.
- 7) Demonstrated ability to successfully resolve complex regulatory issues and considerations.
- 8) Consideration of references.
- 9) Financial considerations; fees and expenses.

The City reserves the right to reject any or all proposals. All proposals and supporting materials submitted in response to this RFP will become the property of the City.



NEGOTIATING PROCESS: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The CITY reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and five (5) copies of RFPs should be submitted to:

**City of Edinburg
c/o City Secretary
415 West University
Edinburg, Texas 78541**

RFPs must be submitted by **no later than** 3:00 p.m. on Tuesday, January 19, 2021.



SECTION IV **GENERAL CONTRACT TERMS AND CONDITIONS**

CONTRACT

The award of the contract shall be made to the responsible Proposer whose proposal is evaluated and determined to be the greatest value to the City resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

CONFLICT OF INTEREST

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

CONFIDENTIALITY

All information disclosed by the CITY to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in THE CITY Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

CHANGE ORDERS

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 the contract will be made in writing by THE CITY purchasing staff.

ASSIGNMENT

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of THE CITY Council.

VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Edinburg, Texas.

SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and will be treated as confidential by the CITY.



MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS

A prospective Proposer must meet the following requirements:

- 1) A prospective Proposer must affirmatively demonstrate their responsibility.
- 2) Have adequate financial resources, or the ability to obtain such resources as required;
- 3) Be able to comply with the required or proposed delivery schedule;
- 4) Have a satisfactory record of performance;
- 5) Have a satisfactory record of integrity and ethics;
- 6) Be otherwise qualified and eligible to receive an award;
- 7) THE CITY may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

SUCCESSFUL PROPOSER SHALL

Successful Proposer shall defend, indemnify and save harmless the CITY and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against THE CITY growing out of such injury or damages.

PROPOSALS/PROPOSERS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

TERMINATION OF CONTRACT

1. This contract shall remain in effect until completion and acceptance of services or default. THE CITY reserves the right to terminate the contract immediately in the event the successful Proposer fails to:
 - a) Meet delivery or
 - b) Otherwise perform in accordance with the accepted proposal.
2. Breach of contract or default authorizes the CITY to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

PURCHASE ORDER

A purchase order(s) shall be generated by The City to the successful Proposer.

INVOICES

The invoices shall show:

1. Name and address of successful Proposer;
2. Officer submitting the order. To include date and time and order number.
3. A Detailed line item listing, to include quantities, description, sku number or item number, unit price.
4. THE CITY Purchase Order Number.

Invoices shall be based upon actual products delivered.

PAYMENT

Payment will be made upon receipt and acceptance by the CITY of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

NUMBER OF COPIES TO BE SUBMITTED: The CITY requires **one (1) original submittal and five (5) copies.**



SECTION V RFP EVALUATION

PROFESSIONAL CONSULTING SERVICES FOR UPDATING THE CITY'S UNIFIED DEVELOPMENT CODE

RFP – EVALUATION: The evaluation system consists of a 100-point system. The RFP will be ranked after evaluation. The submittal evaluation will be based on the following criteria.

Experience and Capacity

- Experience of the Consultant team, as indicated by prior successful completion of similar projects.
 - **10 points**
- Experience of the key individuals of the team with required experience who will be assigned to this project.
 - **5 points**
- Consideration of successful references where the project team or key project member has demonstrated satisfactory similar experience.
 - **5 points**

Project Understanding and Approach

- Understanding of the project and project issues.
 - **5 points** for an understanding of:
 - Familiarity with the demographics and locale of Edinburg.
 - Understanding of the neighboring competing entities.
 - Understanding the challenges and opportunities that face Edinburg in terms of local, State or national economic factors and legislative policies.
- Proposed methodology to meet the stated project goals and an understanding of the proposed scope of work.
 - **5 points** for City staff accepting the methodology
 - **5 points** for the proposer's submittal demonstrating an understanding of the scope of work.
- Demonstrated ability to work effectively on a complex public project with the participation of multiple stakeholders and broad-based public input, and to bring such projects to successful completion within the constraints of time and budget.
 - **10 points** for projects where there was related complexity and where broad public input was required.
 - **5 points** for projects completed on time or within a reasonable period of time determined by a reference.
 - **5 points** for meeting budget, including addendums on previous projects.
- Demonstrated ability to work directly with local government staff.
 - **5 points** for projects involving local governments.
- Demonstrated ability to successfully resolve complex regulatory issues and considerations.
 - **20 points** for projects or project element determined by staff where there was successful resolve to complex regulatory issues, as determined by a reference.
- Creative and innovative approaches to regulatory language related to implementation, flexibility and options.



- **5 points** for technique where the proposer's approach may have broad application to more than just one issue or situation.

Financial Considerations

- A detailed full service fee proposal outlining the services to be provided under each phase of work as described in the Scope of Work.
 - **5 points**
- The value of the work of the Consultant, and all the sub-consultants, including the respective percentage and dollar amount of sub-consultants' involvement in each phase of work.
 - **5 points**
- Hourly Rate Schedule by personnel and Reimbursable Expenses.
 - **5 points** if rate schedule is within 10 percent of the average of total proposers.

SECTION VII
AWARD OF CONTRACT, RESERVATION OF RIGHTS

Final Selection and The CITY Council Approval: THE CITY may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of THE CITY. However, final selection of a consulting firm submitting proposal for updating the City's Unified Development Code is subject to THE CITY Council approval.

Remedy of Technical Errors: THE CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. THE CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

Preparation Costs: This RFP does not commit THE CITY to enter into a Contract, award any services related to this RFP, nor does it obligate THE CITY to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

Insurance and Indemnity: If selected, company submitting proposal for updating the City's Unified Development Code will be required to comply with the Insurance and Indemnity Requirements established herein.

Independent Contractor: The consulting firm submitting proposal for updating the City's Unified Development Code agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that THE CITY shall in no way be responsible for the consulting firm submitting proposal for updating the City's Unified Development Code actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

Purchase Orders, As Needed: Execution of a contract does not obligate The CITY to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the CITY's discretion, as needed, and will be communicated to the consulting firm submitting proposal for updating the City's Unified Development Code through individual Purchase Orders.



ATTACHMENT I RFP EVALUATION FORM

<u>Selection Criteria</u>	<u>Range</u>	<u>Max</u>		<u>Score</u>
Experience and Capacity	0-20	(20)	=	()
Project Understanding and Approach	0-65	(65)	=	()
Financial Considerations	0-15	(15)	=	()
Total Points				

Provider: _____

Evaluator: _____ Date: _____



**ATTACHMENT II
LITIGATION DISCLOSURE FORM**

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.



**ATTACHMENT III
COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE**

- 1 Name/Name of Agency/Company: _____
(Full, correct legal name)
- Address: _____

 - Telephone/Fax: _____
 - Email address: _____

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

Yes ___ No ___

3. Is your Company authorized and/or licensed to do business in Texas?

Yes ___ No ___

4. Where is the Company's corporate headquarters located? _____

5. a. Does the Company have an office located in Edinburg, Texas?

Yes ___ No ___

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes ___

No ___

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: _____

Address: _____

Telephone: _____



Fax: _____

Email: _____

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ()

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.



ATTACHMENT IV SUBMITTAL CHECKLIST

This checklist is to help the consulting firm submitting proposal for updating the City's Unified Development Code and Land Use Map, and Conducting a Housing Needs Assessment ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Cover Letter	
Description of the make-up of the Consultant team	
Organizational Chart	
Fees and Expenses	
Project Timeline	
References	
Litigation Disclosure Form	
General Questionnaire	
HB 89 Verification Form	
1 Original* and 5 Copies of Submittal	



HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

