



**REQUEST FOR QUALIFICATIONS
CITY OF DRIPPING SPRINGS, TEXAS
Request for Qualifications “Comprehensive Plan and Development Code Services”**

PUBLIC NOTICE

Notice is hereby given that the City of Dripping Springs, Texas is soliciting **Statements of Qualifications for 2045 Comprehensive Plan and Development Code Services.**

Sealed Statements of Qualifications must be submitted in one (1) original, eight (8) copies, and one (1) electronic copy in PDF formant on a flash drive and shall be delivered to:

Statements of Qualifications must be submitted **by 2 p.m. on December 3, 2021**, at which time the statements will be publicly opened and acknowledged aloud. Statements received after the opening date and time will not be considered.

City of Dripping Springs, Texas
Attn: Howard Koontz, Planning Director
511 Mercer Street or P.O. Box 384
Dripping Springs, Texas 78620

The City seeks the services of a professional land planning firm with extensive experience, skill, and success in the development of comprehensive plans, community visioning services, development codes, and similar processes. The selected consultant will be responsible for facilitating the creation of the City’s 2045 Comprehensive Plan and updated Development Codes.

If additional information is requested, please email questions to Howard Koontz, Planning Director at hkoontz@cityofdrippingsprings.com with “Comprehensive Plan Services” in the subject line. RFQs may be viewed online at the City’s website at www.cityofdrippingsprings.com.

The City of Dripping Springs (“City”) intends to develop a Comprehensive Plan and an updated Development Code to ensure quality and responsible development of the City. The City now intends to enter into one (1) contract with a consulting firm as a professional service provider, to provide the following services.

REQUEST FOR STATEMENT OF QUALIFICATIONS:

The City of Dripping Springs, hereinafter referred to as “the City”, is soliciting Statement of Qualifications (SOQ) from professional land planning firms, hereinafter referred to as “Applicant,” which have extensive experience, skill, and success in the development of comprehensive plans, community visioning services, development codes, and similar processes. The Applicant awarded the contract is referred to herein as “the Consultant.”

Statement of Qualifications are due at 2 p.m. on December 3, 2021 and will be opened by City Staff at that time. Proposals will become public, as required by the Texas Public Information Act, Texas Government Code, Chapter 552 after the contract is awarded.

Project Description and Work to be Performed

Project Description

The purpose of this Request for Qualification (RFQ) is to select a qualified comprehensive land planning consultant for the preparation of a local Comprehensive Plan pursuant to Texas standards and procedures and the best management practices for comprehensive planning. The Comprehensive Plan shall include a Future Land Use Map for properties within city limits and in the extraterritorial jurisdiction (ETJ). The current city limits and ETJ map can be located here: https://www.cityofdrippingsprings.com/sites/g/files/vyhlf6956/f/uploads/city_limits_map_04.09.19.pdf. In addition to the Comprehensive Plan, the City also seeks an updated Development Code which would include an update to the Zoning Code and Subdivision Regulations. The Development Code would also include insertion and harmonization of the existing landscaping ordinance and sign ordinance. Proposers shall submit their qualifications to perform these tasks to the City which will be based on instructions and specifications provided herein.

The existing Comprehensive Plan was adopted in 2016 and is the long-range planning document that has helped guide the City of Dripping Springs over the last five years. The Comprehensive Plan is a policy document that assists decision-making and administrative actions in an effort to guide the city towards the community’s preferred future. Concurrent to this updated Comprehensive Plan adoption, the City has also adopted a City-wide Trails Plan; a Parks, Recreation and Open Space Master Plan; and a Transportation Master Plan, demonstrating the City’s continued commitment and efforts toward establishing an encompassing guiding policy document.

The current Zoning Ordinance was adopted in 2006 and has been updated semi-annually. The Development Code would incorporate an updated Zoning Code and existing related land use ordinances that would be harmonized with the updated Comprehensive Plan and Zoning Code.

Background of Dripping Springs

Geographically, the City of Dripping Springs is prwithinently located along U.S. Highway 290 at its intersection of Hays County Ranch Road 12 in northern Hays County, Texas. The city's corporate limits are not bordered by any other city's borders, but the expansive extraterritorial jurisdiction sits adjacent to Travis County and the City of Austin on the east, Kyle and Buda to the east-southeast, and Wimberley to the south. With its unique development pattern separate from other areas and cities in Hays County and the Texas Hill Country at-large, the residents in this area have always identified themselves as living in "Dripping." The official City limits do not extend beyond the Hays County line, but a few minor parcels in the Extraterritorial Jurisdiction do extend into Travis County.

Dripping Springs has a Council-Administrator form of government. The elected six-member Mayor & City Council appoints a City Administrator who is charged with implementing the policies of the Council as well as overseeing the day-to-day operations of City government. An appointed Planning & Zoning Commission has the authority to make recommendations on plats, conditional use petitions, and makes recommendations to the City Council regarding zoning variances, amendments to the Comprehensive Plan, Zoning Ordinance, and Zoning Map.

In the years since the adoption of the current updated Comprehensive Plan (2016), Dripping Springs has grown rapidly in population, a continuation of a trend that began prior to 2010. The city's population has grown roughly 200% since the 2000 Census, and 160% since 2010 alone. Today it is expected that Dripping Springs' population is roughly 5,000 within the official corporate limits, and the total population including the Extra Territorial Jurisdiction is over eight times that figure. The original Town of Dripping Springs was just a handful of acres, but today covers roughly 8.7 square miles and is surrounded by a 112 square mile extra-territorial jurisdiction.

As noted in the city's 2016 Comprehensive Plan, "Dripping Springs has been managing explosive growth for many years, and this growth is expected to continue. This has led to increased pressure on City infrastructure, recreational facilities, the school district, and the quality of life that has attracted, and continues to bring, new residents. The City has worked very hard to protect community values and quality of life in the face of this growth." The juxtaposition of Dripping Springs being located 24 miles from the state capitol building of a state where, if it were sovereign, would hold the 10th highest gross domestic product in the world, and its deep roots in rural, agrarian land uses and economy poses a unique challenge for the future development pattern of the city. Add to that the city's position over an environmentally sensitive ground water contributing zone, and the few existing highway and street corridors, and you can start to get a picture of the development pressures and their associated impediments. For these reasons and more, thoughtful, proactive development policy is paramount to the success of Dripping Springs in the immediate and long-term future.

II. SCOPE OF WORK

The Consultant shall assist the City of Dripping Springs to develop and adopt an all new 'Comprehensive Plan 2045' that meets or exceeds jurisdictional requirements and common

standards for local comprehensive planning. The Consultant shall also assist the City to develop and adopt an updated Development Code with an updated Zoning Code and insertion of existing land use ordinances that have been harmonized with the updated Comprehensive Plan and Zoning Code. Said Plan and Code shall be transmitted to the City no later than November 1, 2022, unless otherwise indicated by the City. This takes into account the full adoption process that extends approximately two months for two (2) Public Hearings before the Planning and Zoning Commission, and two (2) readings of the ordinance adopting the plan before the Mayor and City Council. The Plan is expected to be approved and in effect as of December 31, 2022.

TASK 1: COMMUNITY PARTICIPATION PLAN

The following provides a ‘Task by Task’ outline of the key steps in the development of the Comprehensive Plan. The City of Dripping Springs’s Comprehensive Plan 2045 and updated Development Code needs to be developed to effectively hear the City’s population and to understand the community’s desires regarding the required elements of the plan and the intent of the community’s citizens to establish an orderly plan to prioritize and accomplish diverse goals and objectives.

1.1. Development Committee

1.1.1. City staff shall establish a Development Committee, made up of local stakeholders and officials. The Development Committee will meet with the Consultant on a periodic basis to review draft materials, provide guidance regarding local preferences, and make recommendations regarding the various components of the Comprehensive Plan and updated Development Code.

1.1.2. The agenda for the initial meeting of the Development Committee will include four items:

1.1.2.1. The State’s requirements for comprehensive planning and zoning code amendments;

1.1.2.2. The Development Committee will be asked to discuss their understanding of the setting, relationships, and history of the area that forms the City of Dripping Springs, and consider the utilization or adaptation of some elements of the existing 2016 Comprehensive Plan and Zoning Code, as well as related land use ordinances;

1.1.2.3. The Development Committee will be asked to review potential methods to engage the public in the comprehensive planning and development code process; and identify a broad array of possible community participation techniques, locations to collect this input, and select the ones that seem most appropriate to the local jurisdiction.

1.1.2.4. A schedule for these meetings will be developed by the consultant and presented to the Committee.

1.1.3 Periodic Review Meetings: Development Committee will continue to meet on a periodic basis and will be asked to represent local stakeholders as they facilitate the preparation of the Community Participation Plan, the Community Assessment, and the Community Agenda elements of the Comprehensive Plan and development code. The Development Committee will be asked to review the City’s statements of policies, goals and objectives and make

recommendations about issues and opportunities, conceptual scenarios and alternatives, project lists, and priorities. The second meeting will be prior to completion of the Community Assessment to serve as a check on the planning data and following meetings will be at key points of the Community Agenda process. Up to ten (10) meetings with the Development Committee are anticipated. Meetings should be concentrated in the Vision, Goals, and Policies phase. Additional meetings will be scheduled, as needed at the discretion of the Client.

1.1.4 Development Committee meetings may occasionally occur remotely, via electronic means such as video conferencing, telephone conferencing and/or internet-based call-in media.

1.2. Other Public Input Engagement Methods. Community input and visioning are **core and critical elements** of the Comprehensive Plan and development code process. Offeror shall propose additional public engagement that will be effective in communicating the process and gathering input. Dripping Springs places a premium on multiple, first person, public engagement activities that elicit raw data points from the community at-large from which the policy of the Comprehensive Plan and the updated development code will be written. The consultant will work with the city's Project Manager to develop an extensive public involvement plan. The plan should take advantage of new and existing technologies to make it easy for the public to access information and promote participation by all segments of the community. The City of Dripping Springs is particularly interested in the firm's experience in successfully engaging the community through a variety of innovative methods.

The consultant team must demonstrate extensive expertise and experience in the public participation and facilitation processes. Regarding public participation, the consultant team must have strong leadership and creativity to provide clear direction in participation techniques that result in inclusive yet timely decisions. Offeror should note its experience in developing and managing visioning and public input.

1.3. Timeline & Schedule. A detailed timeline and written schedule will be prepared by Consultant and approved by the Client to establish the schedule for planning meetings and delivery dates throughout the planning process.

TASK 2: MINIMUM CONTENT FOR COMPREHENSIVE PLAN AND DEVELOPMENT CODE

Dripping Springs has adopted a few specialty plans that are filed in the city secretary's office: Such plans include the City's Parks, Recreation & Open Space Master Plan; City-wide Trails Plan; and Transportation Master Plan. Additionally, the city has an active Historic Preservation Commission, a multi-jurisdictional Transportation Committee, an Economic Development Committee, a Parks & Recreation Commission, Tax Increment Reinvestment Zone No. 1 & No. 2 Board, an Emergency Management Commission, and a Utility Commission. The fundamental tenets of these plans, commissions, and committees should be incorporated by reference into the text and goals of the city's next comprehensive plan. The City has also adopted updates to its Zoning Code as well as multiple Planned Development Districts that should be reviewed and incorporated into the updated zoning code.

In addition to the above minimum standards, the Consultant will collect and analyze a range of information about existing conditions and the potential for the future of the City of Dripping Springs, including a review and analysis of the Community Assessment adopted in 2016 and subsequent addenda. Information will be based on a thorough understanding of existing plans and programs affecting the city, and on input, inventories, and analyses undertaken by the Consultant. Previously compiled data will be used and incorporated where possible. Emphasis will be on the identification of features and conditions that may influence or affect the planning process, rather than extensive documentation of existing conditions other than what is necessary to comply with State standards. All spatial data and analysis shall be produced and delivered to include ESRI GIS layers as appropriate.

2.1 Identification of Community Goals. The City of Dripping Springs's Community Goals element needs to be established to effectively represent the community's vision and direction for the future. The consultant will lead multiple interactive discussions with the community, staff, and Development Committee to gain meaningful participation and input in order to either prepare a new vision statement, list of community goals and/or policies, or Character Area-specific goals along with a defining narrative. This should be an organic process that allows the community to actively participate in setting the City's direction for the future.

2.2 Needs and Opportunities. The Consultant will review the current Needs and Opportunities list for the community and work with City staff and community stakeholders to make recommendations for additions, revisions or deletions. The list must be reviewed by the Development Committee with new or revised items going through the SWOT (strengths, weaknesses, opportunities, and threats) or similar analysis of the community and then prioritized as community objectives. Needs and Opportunities that the community identified as high priority must be followed-up with corresponding implementation measures in the Community Work Program (CWP).

2.3 Community Work Program. The final product of the Comprehensive Plan including the future land use map will not be an academic analysis but will be a plan for the next 10 years with metrics for work to be completed and timelines that should be followed to complete the goals of the plan. The updated Development Code should be a practical tool that is harmonized with the Comprehensive Plan and that incorporates current and updated land use ordinances. The Consultant will not only create a Community Work Program to incorporate any new or revised Needs and Opportunities identified during the process, but also revise any implementation measures and specific activities the community plans to undertake during the next five and ten years so as to address the priority Needs and Opportunities, identified Target Areas (if applicable), or to achieve portions of the Community Goals. This includes any activities, initiatives, programs, ordinances, administrative systems (such as site plan review, design review, etc.) to be put in place to implement the plan. The Community Work Program will include the following information for each listed activity:

- Brief description of the activity;
- Legal authorization for the activity, if applicable;
- Timeframe for initiating and completing the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and

- Funding source(s), if applicable.

2.4. Identification of other potential issues and opportunities:

2.4.1. Population: Demographic statistics will be inventoried and assessed. The primary data source to be used will be the 2020 U.S. Census and subsequent updates. More locally relevant estimates may be used to supplement the Census data and identify where immediate trends have shifted or accelerated.

2.4.2. Economic development: The Economic Development Element provides the opportunity to inventory and assess the community's economic base, labor force characteristics (including its spatial distribution over time), tax gap, and local economic development opportunities and resources; to determine economic needs and goals; and to merge this information with information about population trends and characteristics, natural resources, community facilities and services, housing and land use so that a strategy for the economic well-being of the community can be developed. The analysis shall include the following, at a minimum:

- Demographics overview and analysis
- Socio economic analysis
- Business base/business sector analysis (could include a Target Industry Analysis)
- Real estate analysis (commercial nodes)
- Tax Gap analysis
- Downtown District/Corridor analysis
- Education performance data – K-12 and Higher Ed
- Infrastructure and commuting analysis
- Daytime population/workers
- Strategic organization inventory

2.4.3. The city's transportation network and its future utility as roadways experience exponential increases in daily trips from both internal development and surrounding expansion(s) that create additional, external thru trips. Already businesses in Dripping Springs experience loss in participation and sales due to the inability for patrons to access brick & mortar stores along congested transportation corridors. Volume delays and under-performing intersections add to the gridlock and failing performance of some of the city's highest-classification roadways.

2.4.4 Historic character --and the community's values that have made Dripping Springs the region it is, are two aspects that contribute to the city's sense of place. It's an ethos that has been blurred since the introduction of the style of growth currently emerging in and around the Highway 290/RR12 region. This commitment on the part of city leaders and long-time residents to maintain a connection to the immediate past and preserve the way of life that has been so familiar for the past generation should be an over-arching concept that shapes the comprehensive plan's style of accommodating growth. This will appear in recommendations for design metrics, such as architectural styles and building massing and location(s), as well as an incentive to build in a historically relevant pattern. The City has three historic districts including the Mercer Street, Hays Street, and Old Fitzhugh Road Historic Districts.

2.4.5 Housing, and all the challenges presented in creating an affordable, attainable, and varied housing stock in sufficient numbers to accommodate all the persons who would seek to live here, without eliminating the quality of life already present. A healthy opportunity for entry-level products up through estate ranches and farmettes, including the crucial “missing middle” product must be a high priority for the city over the next two decades.

2.4.6 The remaining elements shall be reviewed and updated as determined necessary through the process. Where available, subsequent master plans shall be consulted and incorporated into future updates.

2.5. Analysis of existing development patterns (existing land use), existing Overlays, and Character Area review.

2.5.1. Existing Land Use Map: The consultant will conduct an existing land use inventory of the City of Dripping Springs and areas in the immediate fringe around the city, based on standard categories, which will be produced in Geographic Information Systems (GIS) format and produced in color. The maps will be revised based on input from staff, stakeholders, and the general public as may be received. The method for producing the existing land use maps shall be a combination of field survey, review and interpretation of aerial photographs, analysis of prior city land use maps, and if necessary, tax assessor records. Consultant shall also produce estimates of acreage within each existing land use category.

2.5.2. Existing Overlays and Character Areas (subject to refinement): The Consultant will evaluate existing Overlays, Planned Development Districts, and Character Areas and draft and present in map form, along with text descriptions, recommendations for “Character Areas” that identify unique sub-areas of the City. These sub-areas will be utilized for determination(s) of future land use actions by the City Council and city staff, as well as the functional boundary for future sub-area plans that may be adopted by reference into this plan.

2.6. GIS Data Collection and Organization. The Client anticipates the use of spatial data compiled in GIS, including all data layers necessary to develop the Existing Land Use Map. Population and demographic trends, political jurisdictions, natural and cultural resources areas, and community facilities and services will be located and compiled into spatial data layers to allow the creation of data overlays that will be used to create the Existing Land Use Plan and the Future Development Map, and to facilitate discussion in Development Committee meetings, public meetings, meetings with the staff and other officials, and future use of the plan. Mapping will be coordinated with Dripping Springs staff to ensure that the plan addresses local priorities, as well as any regional and State-wide concerns. Data layers will be provided in the form of ESRI Shapefiles, and the Consultant will coordinate with the projection information for the Shapefiles with the City. Existing GIS data will be utilized in order to take advantage of the knowledge and experience currently imbedded in existing database schemas. Other database objects that will be addressed are the transportation network and other components, which will have the opportunity to interact with these databases. The purpose of the database design is to ensure that the design looks at the big picture.

Taking this approach will help to identify as many database objects as possible in order to produce a design that will be thorough while still retaining the ability to scale the design in the future.

- Key GIS Layers for Production or Updates:
 - Location Layer
 - Existing Land Use Layer
 - Future Land Use Layer
 - Character Area Layer
 - Entitlements Layer (Development Agreements/PDDs)
 - Areas Requiring Special Attention Layer
 - Natural Features Layer — Water Resources: showing rivers and streams, wetlands, 100-year flood plain, groundwater recharge areas, and water supply basins.
 - Natural Features Layer — Conservation Areas: showing planned Green-space areas, major parks and recreation areas, and scenic views and sites.
 - Existing Transportation Facilities Layer: showing the road network and classifications, bicycle/pedestrian and other transportation facilities as appropriate.
 - Transportation Plan Layer: showing the proposed improvements to the road network and other transportation facilities as appropriate (including pedestrian and bike facilities).
 - Community Service Facilities Layer: showing existing and proposed public safety facilities, hospitals and other public health facilities, parks and recreation facilities, general governmental administrative facilities, educational facilities, libraries, and other cultural facilities within the City of Dripping Springs.

2.7 For the Development Code, the Consultant will be responsible for recommending the organization and style of the Ordinances with the concurrence of the Planning Director. The Ordinances should be efficient and user friendly in both hard copy and on-line formats. The ordinance should use cross-referencing, illustrations and tables as a secondary mechanism to make the ordinances user-friendly. The Consultant will be responsible for all drafting and redrafting of text, illustrations, maps and exhibits after receiving input from the Development Committee, citizens, stakeholders, staff, the P&Z, and the City Council.

2.7.1 Incorporate recommendations that are related to zoning from the updated Comprehensive Plan into the revised and updated development code. This will include, but is not limited to, the following:

- a) Restructuring the zoning districts to be consistent with the goals of the updated Comprehensive Plan and Future Land Use Plan;
- b) Provide a complete glossary/definition of terms;
- c) Remove obsolete regulations and create consistency between each of the zoning articles and districts as well as the existing land use ordinances;
- d) Provide a single and complete permitted land use table;
- e) Provide diagrams and exhibits that depict zoning concepts (i.e. setbacks, compatibility, buffers, measurements, etc.) where appropriate;

f) Address issue of non-conforming uses and structures.

2.7.2 Not Included in the Scope of Services

Sign, site, and subdivision regulations will remain separate from the zoning ordinance, but will be included in the Development Code.

2.7.3 Deliverables

- a) Convene, organize, and lead multiple stakeholder workshops;
- b) Iterative drafts and final draft of the revised ordinance for staff & stakeholder review;
- c) PowerPoint presentations for stakeholder, commission, and council meetings;
- d) Updated zoning map based on City GIS datasets and in a digital format approved by City GIS staff (such as ESRI layer files); and
- e) Comprehensive zoning ordinance (digital versions in formats to be approved by the City staff (such as .pdf & .docx).

TASK 3: ADOPTION PROCESS

3.1. Planning & Zoning Commission Review and Recommendation. Two (2) public hearings will be held before the Planning and Zoning Commission and shall occur to allow additional public input. The Committee will review and make a recommendation prior to adoption of the transmittal resolution to the City Administrator for the Plan and updated Development Code by approval of City Council.

3.2. Adoption by the City. The City's elected decision-makers are charged with the responsibility of adopting the Comprehensive Plan and Development Code. The Consultant will attend the meeting associated with the adoption process to respond to any questions or comments, and where appropriate, make presentations regarding the Plan.

3.3. Adopting Ordinance. An ordinance will be prepared by Consultant for the elected officials for adoption of the Plan. The final transmittal shall be conducted in advance of the deadline of November 1, 2022, in accordance with the City's Agenda Policy

3.4. Documentation. After adoption of the Comprehensive Plan and updated Development Code by the City, the Consultant will provide digital and hardcopy of the originals (including all maps, charts, tables, etc.) for the City in addition to three (3) copies of printed and bound versions of the completed plan.

III. SUBMISSION AND EVALUATION

1.1. Response Format

1.1.1. Economy of Presentation

Submittals shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFQ. Elaborate bindings, colored displays, and promotional material are not required. Emphasis on each statement must be on completeness and clarity of content. There is no expectation that submittal materials will be returned to the Offeror during or after the selection process. To

expedite the evaluation of proposals, it is essential that Offerors follow the format and instructions contained herein.

1.1.2. Organization and Content of Proposals

The response package shall be organized in a manner such that the following requirements in the RFQ are cross-referenced in the submittal materials. The locations within the applicant's response where each requirement is met must be identified.

The Offeror **MUST** provide this information in the submittal which will be evaluated and assigned points as determined by the Evaluation Committee, by way of preparation of an evaluation worksheet(s) that will follow the RFQ stated requirements. Evaluation worksheets are not available during the solicitation process, but are available after award, as are all other solicitation documentation.

1.1.3. Sheet Count

The Technical Proposal shall have a **maximum sheet count of 30 sheets**, including all required material detailed herein, tabs, covers, etc. Proposals that exceed the maximum page count may not be reviewed; responses which include pricing or costs estimates integral to the technical proposal may not be reviewed; financial proposals and costs estimates shall only be submitted after qualifications are evaluated and ranked and such submittals are requested by City.

1.2. Technical Proposal Content

1.2.1. Cover Letter

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, and include the titles, addresses, and telephone numbers of such persons.

1.2.2. Technical Experience

Detail no fewer than three (3) example projects (1 page maximum for each example) that best illustrate the team's ability to provide the requested services. Explain how these projects are similar to this request and similar to Dripping Springs's size and provenance, and what the anticipated differences might be. Provide client reference names and telephone numbers.

1.2.3. Scope of Services

1.2.3.1. Statement of understanding

1.2.3.2. Methodology to complete tasks

1.2.3.3. Work Schedule/Proposed timeline

1.2.4. Organization profile and qualifications

1.2.5. Qualifications of key personnel

1.3. Proposal Submittal. Proposals must be submitted at the specified location no later than the date and time specified herein, and if required presented in two parts: a Technical Proposal (eight (8) printed originals and one electronic copy). The proposal packages shall be sealed in separate envelopes (may be same box) and identified as follows:

Technical Proposal (as applicable)

Title: Comprehensive Plan 2045

Address: City of Dripping Springs

Attn: Howard Koontz, Planning Director

511 Mercer Street or P.O. Box 384

Dripping Springs, Texas 78620

Submittal Date and Time: December 3, 2021 @ 2:00 p.m. CST

2.1. Evaluation Criteria and Process

2.1.1. Administrative Review of Proposals

All proposals received will be reviewed to ensure that all administrative requirements of the RFQ package have been met by the Offerors. 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.

2.1.2. 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 teleconference interviews, arrange a site visit, or request presentations/demonstrations with one or more selected Offerors.

2.1.3. Evaluation of Qualifications

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

2.1.3.1 The responsiveness of the offeror, and completeness and compliance with the terms of this RFQ.

2.1.3.2 The firm's specific approach to the project. 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.

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

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

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

2.1.3.6 Qualifications of individuals who will have direct involvement in tasks on this project.

2.1.4 Consultants may contract with sub-consultants on the Plan, but a lead consultant must be identified and must take responsibility of all the deliverables. The City reserves the right to request substitution of firms. A response to this RFQ 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 Dripping Springs. Upon review of the responses to this RFQ, City staff may prepare a short list of consultants to interview. A firm will be selected for recommendation to the City Council for the purpose of negotiating contract terms, including a fair and reasonable price. Additional copies of the response to this RFQ may be required for presentation to the City Council. If a satisfactory contract cannot be negotiated with that firm, the City shall formally end negotiations with that firm and select the next most favored provider and attempt to negotiate with that firm.

The City reserves the right to request additional information from individual consultants submitting responses. 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 Attorney General. The City reserves the right to reject any or all responses and the right, in its sole discretion, to accept the responses 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.

2.2. Award of Task Order(s)

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

2.2.1 RFQ Timeline (subject to change):

- Questions due by: 2 p.m. CST November 19, 2021
- Proposals due by: 2 p.m. CST December 3, 2021
- Proposal review: December 2021-January 2022
- Interviews conducted (if any): January 2022

Contract(s)/task order(s) discussion and approval by the Mayor and City Council is expected in January/February 2022.

2.3 Method of Compensation

Upon selection, the consultant will provide the necessary information for a task order to the City. The task order with the consultant is to be for a not-to-exceed amount for Comprehensive Plan 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 Planning Director and/or the Director's designee will review and approve for payment all invoices submitted by the consultant under the contract.

Qualification Requirements

The Qualification must include the following:

1. The Request for Qualification "Comprehensive Plan Services".

2. An organization chart containing the names, addresses, telephone number, and email addresses of the prime provider, along with all sub provider's key personnel proposed for the team and their contract responsibilities.
3. The name of the prime provider's project manager and key personnel who will work on the contract.
4. Information providing team qualifications and capabilities, and understanding, similar project-related experience.
5. Verification that the proposed team individuals are currently employed by either the prime provider or a sub provider.
6. Name and Contact information for at least three (3) references for similar related projects (including mailing address, email address and telephone number). References may be confirmed.
7. Provide a description of your project approach and management plans relative to the advertised services.
8. Describe ability to meet project time frame proposed by the City.

General Requirements:

A. Independent Consultant

The selected Consultant shall not be an employee or officer of the City. The Consultant will act as an independent contractor and acquire no rights or benefits offered to employees of the City, its departments, or agencies.

B. General Liability Insurance/Professional Liability – See attached “City of Dripping Springs Contractor Insurance Requirements.”

C. Conflict of Interest Affidavit.

Statement of Qualifications Submission Deadline:

- A. Statements of Qualifications must be addressed to Howard Koontz, hkoontz@cityofdrippingsprings.com, and received at the City offices at 511 Mercer St, Dripping Springs TX 78620, Dripping Springs, TX, 78676 or hkoontz@cityofdrippingsprings.com at or before: December 3rd, 2021.

STATEMENTS OF QUALIFICATIONS RECEIVED AFTER 2:00 PM WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. NO EXCEPTIONS.

- B. Statements of qualifications must be submitted in a sealed envelope clearly bearing the name of the Applicant and address and bearing the words: “Comprehensive Plan Services”.

- C. One (1) Original and eight (8) copies and one (1) electronic copy (in PDF format) on CD or flash drive, of the Statement of Qualifications are required.
- D. Applicants are encouraged to verify that the City of Dripping Springs agency contact, the Planning Director, has received Qualifications. Any Qualifications received after the deadline will not be accepted.

Award:

1. The City reserves the right to reject any or all Applicants.
2. After evaluations are complete, the City will rank the Applicants by total score, with the highest total score reflecting the best and most qualified Applicant. The City will enter into negotiations for compensation and other relevant issues with the Applicant deemed the best and most qualified.
3. In the event the City is unable to negotiate a mutually acceptable contract with the selected Applicant, it reserves the right to terminate negotiations with the first choice and enter into negotiations with the following choice, and so on until the City enters into a Contract with a qualified firm.

Written Agreement:

The chosen Consultant will be required to negotiate a written agreement with the City.

Omissions:

Should this solicitation fail to contain sufficient information in order for interested Applicants to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested Applicant may in writing request clarification from the Planning Director no later than 2 p.m. November 19, 2021. The interested Applicant shall email a copy of the written clarification request to the Planning Director, Howard Koontz at hkoontz@cityofdrippingsprings.com. Written requests from interested Applicants and written responses by the City will be provided to all Applicants and be provided on the City's website.

Additional Information:

Contact with persons other than the Planning Director as provided herein, may result in the disqualification of the Applicant's submittal. In fairness to all Applicants, the City will not communicate with anyone representing a potential provider of services during the RFQ process, except (1) as contemplated under Omissions hereinabove, (2) meetings and communications required to conduct business not related to the RFQ, and (3) possible personal presentations by Applicants after written submittals have been received and evaluated, if deemed necessary by City.

In addition, the City reserves the right to contact any Applicant for purposes of obtaining clarification of a submission, as deemed necessary after responses have been opened and also as contemplated above.

Cost of Developing Statements of Qualifications:

All costs related to the preparation of the statement of qualifications and any related activities are the sole responsibility of the Applicants. The City assumes no liability for any costs incurred by the Applicants throughout the entire selection process.

Document Ownerships:

All submittals, including attachments and supplementary materials shall become, upon submission, property of the City of Dripping Springs and will not be returned to the submitting Applicant.

Attachments:

- Attachment “A”: City of Dripping Springs Contractor Insurance Requirements
- Attachment “B”: Response Form
- Attachment “C”: Draft Professional Services Agreement

ATTACHMENT “A”
CITY OF DRIPPING SPRINGS PLANNING FIRM INSURANCE REQUIREMENTS

Planning Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of insurance evidencing all of the required insurance coverages shall be submitted with the Planning Firm’s submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City of Dripping Springs prior to the date the contract is renewed or extended.

Type of Contract Type and Amount of Insurance

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.

Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.

ATTACHMENT "B"
RESPONSE FORM

RESPONDER:

Date:

Company:

Signature:

Printed Name:

Title:

Address:

Federal EIN #/SSN #

Authorized Signature _____ Date _____ Signature _____
indicates bidder accepts the specifications, terms and conditions of this solicitation and that
bidder is not delinquent on any payment due the City nor involved in any lawsuit against the
City.

Print

Name _____ Title _____

REFERENCES:

Each Responder is to provide a minimum of three (3) verifiable business references for which the
Responder has performed work.

Company Name:

Address:

Contact Person:

Telephone:

Brief description of project:

Company Name:

Address:

Contact Person:

Telephone:

Brief description of project:

Company Name:

Address:

Contact Person:

Telephone:

Brief description of project:

Please provide the following information for contract development. Is your firm:

Sole Proprietorship	YES	NO
Partnership	YES	NO
Corporation	YES	NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner(s) full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

ATTACHMENT "C"

DRAFT PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the _____ day of _____ 2021, and between the City of **Dripping Springs**, Texas (hereinafter referred to as the "City") and _____, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. Description of Services. The City and Contractor agree to the following:

- (a) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
- (b) Contractor shall attend meetings of City Council, Planning and Zoning Commission, Development Code Committee, and related committee meetings as needed to provide progress reports and drafts of the comprehensive plan services.
- (c) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (d) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
- (e) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
- (f) Performs other related duties as needed.

2. Scope of Work. Contractor will provide consulting services related to the Comprehensive Plan and Development Code Services as described in Attachment "A".

3. Schedule. Work shall commence upon execution of this agreement and shall be completed within the schedule noted within the Scope of Services attached. This Agreement shall be in effect for a period of one year unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.

4. Payment for Services. The City will compensate Contractor in accordance with the fee structure contained in Contractor's proposal attached as Attachment "A". Contractor shall invoice City in accordance with Contractor's attached proposal. Invoices will be submitted monthly and payment is due within 30 days of City's receipt and approval of the invoice.

The total amount of this contract will not exceed _____. Additional services and payment for additional services as relates to Attachment "A" must be approved in writing by the City prior to provision of such services.

- 5. Relationship of Parties.** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for legal services.
- 6. Limitations.** During the period the Contractor is covered by this agreement, the Contractor will not be permit ted to perform any services for any agency, developer, contractor, or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 7. Termination.** Either party may terminate this Agreement with thirty (30) days at any time with written notice to the other party.
- 8. Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Attachment "B".
- 9. Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor, Contractor 's employees, if any, and Contractor's agents.
- 10. Assignment.** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City accept as provided for, and with the protections, described in Attachment " A".
- 11. Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

City of Dripping Springs
Attn: City Administrator
P.O. Box 384
Dripping Springs, TX 78620
(512) 858-4725

For the Contractor:

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

12. Mandatory Disclosures. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and, by signing this Agreement, the Contractor affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>

13. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Waiver of Contractual Right. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

15. Applicable Law: The laws of the State of Texas shall govern this Agreement.

16. Venue: The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

17. Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

THE CITY:
City of Dripping Springs

CONTRACTOR:

Michelle Fischer
City Administrator

Date

Date

ATTEST:

Andrea Cunningham
City Secretary

Proposal