



Planning Department
Request for Proposals

RFP Title: Professional Planning Services
Questions Deadline: 5/26/2023 @ 2:00 pm
Submittals Due: 05/31/2023 @ 4:00 pm

Delivery Address (in person, or if sent by UPS, FedEx or other express mail): Town of Prosper
Town Hall – 2nd Floor
Attn: Director of Development Services
250 W. First Street
Prosper, Texas 75078

Mailing Address (if sent by U.S. Mail): Town of Prosper
Attn: Director of Development Services
P.O. Box 307
Prosper, Texas 75078

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this RFP contact: **David Soto, Planning Manager**
Phone: 972.569.1095
Email: dsoto@prospertx.gov

The Town of Prosper appreciates your time and effort in preparing a proposal. **Please note that all submissions must be received at the designated location by the deadline shown.** Proposals received after the deadline will not be considered for inclusion on the qualified firms list and will be returned unopened.

TOWN OF PROSPER

STANDARD TERMS & CONDITIONS FOR QUALIFICATIONS BASED PROCUREMENTS

1. **SILENCE OF QUALIFICATIONS**: The apparent silence of these qualifications as to any detail or the apparent omission from these qualifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these qualifications shall be made on the basis of this statement.
2. **NO PROHIBITED INTEREST**: Respondent acknowledges awareness of the laws, Town Charter, and Town Code of Ethics regarding conflicts of interest. No officer, employee or agent of the Town of Prosper shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 1.10 of the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.
3. **DELINQUENT TAXES**: Any person, firm, or corporation that is in arrears to the Town of Prosper for delinquent taxes or otherwise, will not be recommended for award of any contract until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
4. **MINIMUM STANDARDS FOR RESPONSIBILITY**: A prospective respondent must affirmatively demonstrate responsibility. The Town of Prosper may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Ability to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible to receive an award.
5. **AWARD OF CONTRACT**: The Town of Prosper reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take administration costs into consideration when awarding to multiple vendors.
6. **FUNDING**: The Town of Prosper is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available.
7. **ASSIGNMENT**: The successful respondent shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party, without the prior written consent of the Town obtained through the Town's Purchasing Division.
8. **INVOICES**: Invoices shall be submitted to the attention of Accounts Payable Department, P.O. Box 307, Prosper, Texas 75078, or electronically to ap@prospertx.gov.
9. **PAYMENT TERMS**: Payment terms are net 30 days, unless otherwise specified by the Town in RFP document.

10. **INDEMNITY**: The respondent shall defend, indemnify and hold the Town of Prosper, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful firm, or of any agent, employee, subcontractor or supplier for which the successful firm is responsible in the execution of, or performance under, any contract which may result from award and the respondent so agrees upon the submission of the RFP. The respondent shall deliver, if so requested by the Town of Prosper, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.
11. **TERMINATION FOR DEFAULT**: The Town of Prosper reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the scope of work contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost, plus any additional administrative costs incurred by the Town, to the defaulting contracted vendor.
12. **REMEDIES**: The successful respondent and the Town of Prosper agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
13. **VENUE**: The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Collin County, Texas.
14. **INDEPENDENT CONTRACTOR**: RESPONDENT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of RESPONDENT or TOWN under this Contract shall be construed as changing that status. RESPONDENT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers to the extent that the RESPONDENT is legally responsible therefore, and the doctrine of respondent superior shall not apply as between TOWN and RESPONDENT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and RESPONDENT.
15. **"ANTI-ISRAEL BOYCOTT" CONTRACT PROVISION**: In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of 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. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this RFP on behalf of the company verifies by its signature to this RFP that the company does not boycott Israel and will not boycott Israel during the term of any Contract resulting from this RFP.

**Town of Prosper
Request for Proposals
Professional Planning Services
for Town of Prosper**

I. Introduction

The Town of Prosper is seeking proposals from experienced and qualified planning consultants to provide planning services to support the Town in updating its Landscape Requirements, Screening Requirements, Sign Ordinance, Drive-Through Requirements, and Downtown Architectural Standards. Town Council has requested and presented specific changes to staff. This project will be primarily to augment staff to incorporate these requests in the existing ordinances. This will not be a rewrite of the existing ordinances.

II. Statement of Work

Prosper is a fast-growing community with a vision to enhance its natural beauty, maintain its small-town charm, and attract new businesses and development. The Town is committed to ensuring that all new developments and businesses adhere to the highest standards of design, safety, and sustainability. To achieve these goals, the Town is updating its Landscape Requirements, Screening Requirements, Sign Ordinance, Drive-Through Requirements, and Downtown Architectural Standards.

Scope of Services:

The selected consultant will work closely with the Town staff, officials, and community stakeholders to develop and update the following:

Landscape Requirements: The consultant will review the existing landscape requirements and provide recommendations for updating and enhancing the Town's standards for plant materials, irrigation systems, hardscaping, lighting, and maintenance. Specifically, applying the current Dallas North Tollway design guidelines for all development projects.

Screening Requirements: The consultant will review the existing screening requirements and incorporate recommendations for updating and enhancing the Town's standards for screening, buffering, and fencing to ensure the protection of adjacent properties and the community's character. Specifically, standards regarding trash receptacle screening and screening drive-through facilities.

Sign Ordinance: The consultant will review the existing sign ordinance and incorporate recommendations for updating and enhancing the Town's standards for signage to promote public safety, wayfinding, and aesthetic quality. Specifically, downtown sign requirements and other changes previously identified.

Drive-Through Requirements: The consultant will review the existing drive-through requirements and provide recommendations for updating and enhancing the Town's standards for traffic flow, pedestrian safety, and architectural designs specifically related to screening of drive-throughs.

Downtown Architectural Standards: The consultant will review the existing downtown architectural standards and provide recommendations for updating and enhancing the Town's standards for building design, façade treatments, and street-level activation to promote a vibrant and inviting downtown district.

Proposal Requirements:

Interested consultants should submit a proposal that includes the following:

Company Overview: Provide a brief overview of the company's history, size, and experience in providing planning services to municipalities.

Project Team: Identify the key personnel who will be assigned to the project, their roles and responsibilities, and their relevant experience.

Approach: Describe the consultant's approach to the project, including the methodology, timeline, and deliverables.

Relevant Experience: Provide examples of similar projects that the consultant has completed for other municipalities, including references.

Cost: Provide a detailed cost proposal that includes all fees and expenses associated with the project.

Proposal Submission:

Proposals must be submitted in PDF format via email to the Town of Prosper's Planning Department no later than May 31, 2023, at 5:00 PM CST. Late submissions will not be considered. The Town of Prosper reserves the right to reject any or all proposals or to waive any informalities in the RFP process.

Evaluation Criteria:

Proposals will be evaluated based on the following criteria:

Experience and Qualifications of the Consultant and Project Team (30%)

Approach to the Project (30%)

Relevant Experience (20%)

Cost (20%)

The Town of Prosper intends to select the most qualified consultant based on the evaluation of the proposals. The selected consultant will be notified by June 30, 2023.

III. Interviews and Presentations

In fairness to all firms, requests for interviews or private meetings prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the Town after the closing date. Selection may be made strictly from the information provided in the RFP. However, the Town of Prosper reserves the right to conduct interviews with and request presentations from any respondents.

IV. Selection and Award

The Town will select several qualified firms to be short listed for each major category of work for a period five (5) years with a potential of one renewal to perform the professional services outlined herein, except that a firm short listed for one major category of work shall not be prohibited from performing incidental work related to another work category. As specific projects or tasks arise, the Town will select the firm it determines to be qualified to perform the services necessary for the project or task and attempt to negotiate an agreement. If the Town is unable to reach a satisfactory agreement,

negotiations will cease with the selected firm and the Town may commence negotiations with the firm determined to be the next qualified. This succession will continue until a satisfactory agreement is negotiated. The decision by the Town is final.

Upon successful negotiations with the selected firm, a Professional Services Agreement will be developed and executed by both parties, contingent upon the appropriate approval by the Town.

V. Submission

Delivery of Qualification Statements: RFPs shall be received through on wave, or by paper to the purchasing department. If submitting in paper, please submit one (1) unbound original RFP copy of the RFP to the appropriate address listed on the cover page of this RFP packet.

The package should be clearly marked "PROFESSIONAL PLANNING SERVICES FOR TOWN OF PROSPER"

VI. Questions

All questions regarding this RFP should be directed to the Town of Prosper's Planning Department via email at planning@prospertx.gov.

EXHIBIT A

INSURANCE REQUIREMENTS PROFESSIONAL SERVICES

Services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made, or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

E. ACCEPTABILITY OF INSURERS

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

F. VERIFICATION OF COVERAGE

Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM EU

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who was a business relationship as defined by Section 176.003(1) until a Document is received if the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;">Yes No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;">Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p><input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>_____ Signature of vendor doing business with the governmental entity</p>	<p>_____ Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LQ176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LQ176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006fa) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate values specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.