



CITY OF KYLE, TEXAS
REQUEST FOR PROPOSALS (RFP)

RFP 2022-01
WATER & WASTEWATER IMPACT FEE UPDATE

PROPOSAL DUE DATE:
FEBRUARY 16, 2022, AT
2:00 P.M.

ISSUED BY:

City of Kyle, Texas
Engineering Department



**NOTICE OF REQUEST FOR PROPOSALS
RFP NO. 2022-01**

WATER & WASTEWATER IMPACT FEE UPDATE

The City of Kyle will accept sealed Proposals for Water and Wastewater Impact Fee Update **until 2:00 P.M., February 16, 2022**, in the City's Engineering Department. **Proposals received after this time will not be considered.**

Three (3) complete bound copies and one (1) electronic copy (flash drive) of the qualifications are required. Proposals are to be delivered by 2:00 p.m., February 16, 2022 to:

Leon Barba, P.E.
City Engineer
City of Kyle City Hall
100 W. Center Street
Kyle, TX 78640

The complete submittals shall be enclosed in an envelope and plainly marked on the outside of the envelope or on any carrier's envelope:

RFP No. 2022-01 Impact Fee Update

Proposal specifications may be secured from the City of Kyle (City) website at the following link: <https://www.cityofkyle.com/rfps>

The City reserves the right to negotiate with any and all persons or firms. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received, and to revise the process schedule as circumstances arise.

Leon Barba, P.E.
City Engineer

Publish: Wednesday, January 19, 2022
Wednesday, January 26, 2022



ETHICS STATEMENT
(Complete and Return this Form with Response)

The undersigned firm, by signing and executing this RFP, certifies and represents to the City of Kyle that the firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by 1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this RFP; the firm also certifies and represents that the firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this RFP, the firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Kyle concerning this RFP on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to this RFP; the firm further certifies and represents that firm has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the City of Kyle in return for the person having exercised their person's official discretion, power or duty with respect to this RFP; the firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the City of Kyle in connection with information regarding this RFP, the submission of this RFP, the award of this RFP or the performance, delivery or sale pursuant to this RFP.

THE FIRM SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF KYLE, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES AND LIABILITIES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF FIRM OR ANY AGENT OR EMPLOYEE OF FIRM IN THE EXECUTION OR PERFORMANCE OF THIS RFP.

I have read all of the specifications and general RFP requirements and do hereby certify that all items submitted meet specifications.

FIRM: _____

OFFICER NAME: _____

OFFICER SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(Complete and Return this Form with Response)**

Name of Entity: _____

The prospective participant certifies to the best of their knowledge and belief that they, the principals in the firm, and the firm:

1. Are not presently debarred, suspended, proposed for debarment, and or declared ineligible from providing water and wastewater impact fee study, any associated engineering services, and or voluntarily surrendered their license to provide such related services in the State of Texas and or the United States of America.
2. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from conducting any business and or financial transactions by any department or agency of Federal, State, and or local government.
3. Have not been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in item 3 above of the certification; and
5. Have not within a ten (10) year period preceding this RFP had one or more public transactions (Federal, State, Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.



**WATER & WASTEWATER IMPACT FEE UPDATE
(RFP 2022-01)**

A. DESCRIPTION OF THE CITY

The City of Kyle is a political subdivision and municipal corporation of the State of Texas (the "State"), duly organized and existing under the laws of the State including the City's Home Rule Charter, initially adopted by the voters in the year 2000.

The City operates as a Home Rule City under a Council-Manager form of government with a City Council comprised of the Mayor and six Council Members. The City Manager is the chief executive officer for the City of Kyle. The City covers approximately 31.6 square miles and has an estimated population of 52,145 as of 2022.

Kyle is a thriving community having easy access to major highways and roadways including Interstate Highway 35. Kyle is strategically located eight miles north of San Marcos, twenty miles south of Austin and sixty miles north of San Antonio. Kyle is the second largest city in Hays County and enjoys a south-central location convenient to most major population and employment centers in Texas.

B. THE CITY COUNCIL

The governing body of the City, the City Council, is comprised of a Mayor and six Council Members each elected for a term of three years. The Mayor and Council Members for Place 1, 3, and 5 are elected from the City at-large. Council Members for Place 2, 4, and 6 are elected from single member districts. The current members of the City Council are:

Mayor: Travis Mitchell

Mayor Pro Tem: Robert Rizo, District 3

Council Members: Dex Ellison, District 1
Yvonne Flores-Cale, District 2
Daniela Parsley, District 5
Ashlee Bradshaw, District 4
Michael Tobias, District 6

C. REQUEST FOR PROPOSAL (RFP)

The City of Kyle, Texas, hereinafter referred to as "the City", is requesting proposals from qualified firms to update the City's Water and Wastewater Impact Fee including but not limited to updating the Impact Fee Land Use Assumptions, the Impact Fee Capital Improvements Plan, the Impact Fee Schedules, and the Impact Fee Ordinance in accordance with the requirements of Texas laws and regulations.



By submitting proposal in response to this RFP, all responding firms will be deemed to agree to the service provisions contained herein. This RFP and the proposal submitted will be incorporated into and form the basis for the professional services agreement.

D. PROPOSAL SUBMISSION PROCESS, DUE DATE, AND REQUIRED DOCUMENTS

Three (3) complete bound copies and one (1) electronic copy (flash drive) of the proposals are required, including all required forms and applicable supporting documentation.

Proposals are due no later than February 16, 2022, by 2:00 p.m., Central Standard Time. Responses must be bound and sealed when submitted. The response material must be addressed and delivered to:

**Leon Barba, P.E.
City Engineer
City Of Kyle
100 W. Center St.
Kyle, Texas 78640**

The outside of the sealed envelope or container must state:

RFP No. 2022-01 IMPACT FEE UPDATE

Responses received after the above date and time submission deadline will be rejected. Timely proposals will be opened on the date specified in the RFP. All proposals that have been submitted shall be open to public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals marked “confidential” by the proper responding party.

E. CLARIFICATION OF REQUIREMENTS

All requests for additional information or clarification concerning this Request for Proposals must be submitted, in writing, no later than 10:00 a.m. on February 11, 2022, and shall be emailed to Mr. Leon Barba, P.E., City Engineer, at cityengineer@cityofkyle.com

It is the intent and purpose of the City that this RFP permits competitive proposals. It is the Offeror’s responsibility to advise Leon Barba, P.E., Engineering Department, City of Kyle, if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.



F. PROCESS TIMELINE & KEY DATES

The City anticipates the following schedule associated with this RFP:

City Website Posting:	<u>01/19/2022</u>
Advertise RFP:	<u>01/19/2022</u>
	<u>01/26/2022</u>
Deadline for questions/clarifications:	<u>02/11/2022 (5:00 p.m.)</u>
Submittals Due:	<u>02/16/2022 (5:00 p.m.)</u>

G. CANCELLATION

The City reserves the right to terminate the contract if the successful Offeror does not perform under the contract to the City's satisfaction.

The City of Kyle is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract (or renewal option) for which funding is not available.

H. REQUIRED SERVICES & KEY PROJECT TASKS

The City requests that qualified firms submitting proposals in response to this solicitation ensure their proposal clearly reflect demonstrated experience in the following principal elements:

1. Develop project schedule identifying key tasks and completion dates to meet the City's project completion date of August 1, 2022.
2. Review all current City of Kyle's Impact Fee associated documents including but not limited to, Land Use Assumptions, Capital Improvements Plan, Fee Schedules, Impact Fee Report, and City Resolutions and Ordinances.
3. Review City's planning and development projections including discussions with the City's planning staff as appropriate to complete project tasks.
4. Review City's water and wastewater model-based projections including discussions with the City's engineering staff as appropriate to complete tasks.
5. Update and prepare the City's Water and Wastewater Impact Fee Land Use Assumptions for the City's water and wastewater system in compliance with the requirements of state laws and regulations including Texas Local Government Code 395.
6. Update Impact Fee Capital Improvements Plan for the City's water and wastewater system in compliance with the requirements of state laws and regulations including Texas Local Government Code 395.



7. Review and assess legislative requirements to determine any consequences on the City's Impact Fee development and implementation.
8. Assist the City in establishing its Impact Fee Advisory Committee as required by state law including Texas Local Government Code 395.
9. Assist in scheduling and participate in all public meetings including all required public hearings for the City's Water and Wastewater Impact Fee Update.
10. Assist in the development and preparation of public notices, news releases, and City's newsletter.
11. Prepare the City of Kyle's Water and Wastewater Impact Fee Ordinance for the Council's consideration and adoption in compliance with the requirements of state laws and regulations including Texas Local Government Code 395
12. Selected Firm will need to provide Insurance as required in Appendix A

I. COMPENSATION

The City of Kyle will engage the services of a qualified firm for the Water and Wastewater Impact Fee Update based on a fixed fee compensation. The proposal must provide a fixed fee amount to be charged by the proposing firm to complete the Water and Wastewater Impact Fee Update for the City of Kyle.

J. QUALIFICATIONS OF OFFEROR

By submitting a proposal, the Offeror certifies that they are duly qualified, capable, and otherwise bondable business entity that is not in receivership or contemplates same, nor has filed for bankruptcy. The Offeror must not be indebted to the City and shall not owe any back taxes to the City. The Offeror warrants that they are familiar with all laws, regulations, and customs applicable to the type of professional services required herein.

K. EXCEPTIONS

Any exceptions to the requirements stated herein must be stated, in writing, in the Offeror's response. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason for which it is taken, for consideration to be given to the proposal.

L. PROPOSAL FORMAT

The proposer must include the following items in their proposal and discuss each in complete detail:



1. A Transmittal Letter from an authorized representative of the responding firm that has the authority to bind the firm by entering into a formal agreement for the professional services required for the Water and Wastewater Impact Fee Update.
2. Discuss understanding of the scope of work being requested by the City of Kyle under this solicitation.
3. Discuss in detail how the responding firm will complete the scope of work and related services.
4. Provide resume of firm's personnel that will be assigned to perform tasks and services to complete the City of Kyle's Water and Wastewater Impact Fee Update.
5. Provide a fixed fee amount to be charged by the proposing firm to complete the Water and Wastewater Impact Fee Update for the City of Kyle.

M. SELECTION AND AWARD PROCESS

All proposals received by the City of Kyle in response to this RFP will be reviewed by an evaluation team, which may include senior management representatives, a financial officer, and/or an independent consultant.

1. Selection will be based on the evaluation factors described in this RFP.
2. The evaluation team will recommend a qualified firm to the Kyle City Council. The City Council will make the final selection based on the evaluation team's recommendation and whether the qualified Offeror's proposal is determined to be the most advantageous to the City.
3. No individual City employee or any City Department has the authority to legally and/or financially commit the City to any contract or agreement for goods or services.

N. EVALUATION FACTORS

The City will evaluate all proposals received under this solicitation using but not limited to the following factors:

1. Completeness of proposal submitted
2. Understanding of the scope of work and services required
3. Firm's experience and of its assigned personnel
4. Ability to complete project by August 1, 2022
5. Compensation: fixed fee amount

O. RIGHT OF THE CITY TO REQUEST FURTHER DOCUMENTATION

The City reserves the right to request additional documentation that it deems appropriate and necessary for the review and award process during both the initial proposal review process and the negotiation phase.



P. RIGHT OF THE CITY TO CANCEL REQUEST FOR PROPOSALS, ELECT NOT TO AWARD, REJECT PROPOSALS, AND WAIVE INFORMALITIES OR IRREGULARITIES

The City expressly reserves the right to cancel this RFP at any time, to elect not to award any or all the contracts cited in this RFP, to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received.

Q. EQUAL OPPORTUNITY IN CITY BUSINESS CONTRACTING

Race, religion, sex, color, ethnicity, and national origin will not be used as criteria in the City's business contracting practices. Every effort will be made to ensure that all persons regardless of race, religion, sex, color, ethnicity and national origin have equal access to contracts and other business opportunities with the City.

R. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

Each Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent and requirements of this RFP.

Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

S. PROPOSAL COPIES

Three (3) complete bound copies and one (1) electronic copy (flash drive) of the Proposals are required. Proposals are to be delivered by 2:00 p.m., February 16, 2022 to:

Leon Barba, P.E.
City Engineer
City of Kyle City Hall
100 W. Center Street
Kyle, TX 78640

The complete submittals shall be enclosed in an envelope and plainly marked on the outside of the envelope or on any carrier's envelope:

RFP No. 2022-01 Impact Fee Update

Proposal specifications may be secured from the City of Kyle (City) website at the following link: <https://www.cityofkyle.com/rfps>



The City reserves the right to negotiate with any and all persons or firms. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received, and to revise the process schedule as circumstances arise.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by Offerors shall become the property of the City of Kyle, Texas when received.

T. PROPOSAL PREPARATION COSTS

Issuance of this RFP does not commit the City of Kyle, Texas, in any way, to pay any costs incurred in the preparation and submission of a proposal. The issuance of this RFP does not obligate the City of Kyle, Texas to enter contract for any services or equipment. All costs related to the preparation and submission of a proposal shall be paid by the Offeror.

U. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

Proposals will be opened in a manner that avoids disclosure of the contents to competing Offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

The City of Kyle, Texas will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. If it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.



V. CONFLICT OF INTEREST

The Offeror shall not offer or accept gifts or anything of value nor enter any business arrangement with any employee, official or agent of the City of Kyle, Texas. By signing and submitting the Proposal, the Offeror certifies and represents to the City the Offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Request for Proposal.

W. ANTI-LOBBYING PROVISION

During the period between proposal submission date and the contract award, Offerors, including their agents and representatives, shall not discuss or promote their proposal with any member of the Kyle City Council or City Staff except during City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude Offerors from discussing other matters with City Council members or City Staff. This policy is intended to create a level playing field for all potential Offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violation of this provision may result in rejection of the Offeror's proposal.

X. AUTHORIZATION TO BIND OFFEROR OF PROPOSAL

Proposals must show name and address of Offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the offeror to its provisions. Person signing proposal must show title or authority to bind their firm in a contract. Failure to manually sign proposal will disqualify the proposal from being accepted by the City of Kyle, Texas.

Y. TERM APPLIED INTERCHANGEABLY

The term offeror, proposer, contractor, firm, consultant, or responder are interchangeably used throughout this RFP document to mean the same qualified entity submitting a proposal in response to this solicitation.



ABOUT THIS DOCUMENT

This document is a Request for Proposal (RFP). It differs from an Invitation to Bid in that the City of Kyle, Texas is seeking a solution, as described in the RFP, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposal will not guarantee an award recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award.

The proposal evaluation criteria should be viewed as standards that measure how well an Offeror's approach meets the desired requirements and needs of the City of Kyle, Texas. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received.

A Purchase Order/Contract may be awarded to a qualified Offeror submitting the best proposal. The City reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.

The final selection and award of a contract can only be authorized by the City Council of the City of Kyle, Texas.



APPENDIX A

CITY OF KYLE CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing goods, materials and services for the City of Kyle, Texas shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein.

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: A certificate of insurance evidencing the required insurance shall be submitted by the successful Offeror prior to contract execution. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended. All coverage amounts listed shall be in United States dollars.

Type of Contract

Type and Amount of Insurance

Professional Services

General Liability insurance for Personal Injury (including death) and Property Damage with a minimum of \$1 million per occurrence and \$2 million aggregate, including Advertising Injury, Products Coverage.

Professional Liability Insurance with a minimum of \$1 million per occurrence and \$2 million aggregate.

Workers Compensation insurance as required by state law.

The Offeror shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All copies of the Certificates of Insurance shall reference the project name or RFP number for which the insurance is being supplied.

All notices shall be given to the City at the following address:

Mr. Leon Barba, P.E.
City Engineer
100 West Center Street
Kyle, Texas 78640

