

# GENERAL INFORMATION CITY OF KYLE, TEXAS

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## REQUEST FOR QUALIFICATIONS COMPREHENSIVE PLAN

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DOCUMENTS ARE DUE TO THE DIRECTOR OF PLANNING AND COMMUNITY  
DEVELOPMENT PRIOR TO:

***November 15, 2019 @ 2:00PM CDT***

***NO LATE SUBMITTALS WILL BE ACCEPTED***  
**ONE PORTABLE STORAGE DRIVE AND EIGHT HARD  
COPIES REQUIRED**  
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**SUBMITTALS MAY BE MAILED OR HAND  
DELIVERED TO:**

**CITY OF KYLE, TEXAS**  
**100 WEST CENTER STREET**  
**KYLE, TEXAS 78640**

**Deadline for**  
**Submittal of Questions**

**October 25, 2019 @ 2:00PM CDT**

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**FOR ADDITIONAL INFORMATION CONCERNING THIS REQUEST FOR QUALIFICATIONS PLEASE  
CONTACT:**

**Howard J. Koontz, AICP  
Director, Planning & Community Development  
City of Kyle, Texas  
100 West Center Street, Rm. 229  
Kyle, Texas 78640  
hkoontz@cityofkyle.com  
*Please, no phone calls***

CITY OF KYLE REQUEST FOR QUALIFICATIONS

# COMPREHENSIVE PLAN

ver. 100119

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**RESPONDENTS MUST PROVIDE SUBMITTALS ON A PORTABLE STORAGE DRIVE PLUS EIGHT (8) HARD COPIES TO FACILITATE EVALUATION. IF THE HARD COPIES ARE NOT SUBMITTED WITH THE ELECTRONIC MEDIA, YOUR SUBMITTAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.**

The City of Kyle (the "City") is accepting Requests for Qualifications for a Comprehensive Plan. The City is seeking the services of a professional land planning firm with extensive experience, skill, and success in the development of comprehensive plans, community visioning services, and similar processes. The selected consultant will be responsible for facilitating the creation of the City's *2040 Comprehensive Plan*.

**SUBMITTALS MUST BE RECEIVED BY NOVEMBER 15, 2019, BEFORE 2:00 PM CDT BY THE DIRECTOR OF PLANNING & COMMUNITY DEVELOPMENT'S OFFICE. NO SUBMITTAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL SUBMITTALS RECEIVED AFTER THIS DATE AND TIME MAY BE CONSIDERED NONRESPONSIVE.**

**Submittals will be publicly opened, and names and business addresses of those that submitted will be read aloud at Kyle City Hall, located at 100 West Center Street, Kyle, Texas 78640 on November 1, 2019, immediately following the posted deadlines for submittal.**

Print 'Comprehensive Plan 2040', the name of submitter, and the name and contact information of your organization on the outer envelope(s).

Qualifications are to be submitted in accordance with the attached City specifications and the "General Conditions of Submitting" attached hereto. Each Submitter must be respondent to every blank; failure to do so may result in the rejection of a Submittal. The City reserves the right to reject any or all Submittals, to waive formalities, or to proceed otherwise when in the best interest of the City.

## GENERAL CONDITIONS OF SUBMITTING

1. INSTRUCTIONS: These instructions apply to all Submittals and become a part of the terms and conditions of any Submittal and any agreement entered into subsequent thereto, unless exception is taken in writing by Submitter when submitting.

## **SUBMITTING RESPONSES**

2. FORM: Submitters must submit an original on a portable storage drive, and eight (8) hard copies of the sealed Submittal to the office of the Director of Planning & Community Development (the Director) prior to response due date/time. Failure to submit the additional hard copies may result in the Submittal being declared nonresponsive to the specification and may not be further evaluated.
3. SUBMITTER SHALL PROVIDE: With this Submittal response, the Submitter shall provide all documentation required. Failure to provide this information may result in rejection of the Submittal.
4. ALTERING/WITHDRAWAL OF SUBMITTALS: Submittals cannot be altered or amended after submission deadline. The signer of the Submittal, guaranteeing authenticity, must initial any interlineations, alterations, or erasures made before opening time. No Submittal may be withdrawn after opening time without first submitting a written reason to the Director and obtaining the Director's approval.
5. PRESENTATION OF SUBMITTALS: No oral, telegraphic, telephonic, e-mailed, or facsimile Submittals will be considered at this time. All Submittals must be submitted in a sealed envelope. Any indication of pricing, pricing structures, costs, unit costs, or any other subject matter related to compensation **MUST** be made in a separate, sealed envelope, **CLEARLY** marked as 'Supplemental Costs and Pricing Information'.
6. CORRESPONDENCE: The Submitter's contact information must appear on ALL correspondence, inquiries, submittal documents, etc. pertaining to this Request for Qualifications.
7. ADDENDA: Any interpretations, corrections or changes to this Request for Qualifications and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Kyle Community Development Department. An attempt will be made to mail, fax, or email any addenda to all who are known to have received a copy of this Request for Qualifications, in addition to being posted on the City's website. Submitters shall acknowledge receipt of all addenda on the bid document. It is the responsibility of the Submitter to ensure receipt and acknowledgement of all addenda and to include the changes in this Submittal document.
8. LATE SUBMITTALS: Submittals received by the City after submission deadline may be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
9. SUBMITTAL OPENINGS: Names of all Respondents submitting will be read aloud at the City's scheduled Submittal opening for the designated project; however, the reading of a Submittal at opening should not be construed as a comment on the responsiveness of such Submittal or as any indication that the City accepts such Submittal as responsive.

The City will make a determination as to the responsiveness of Submittals based upon adherence to all applicable laws, City of Kyle Guidelines, and project documents and, including but not limited to, the project specifications and contract documents contained herein.

The City will notify the successful Submitters upon award of any task order(s).

10. **SUBMITTAL TABULATION:** A panel of City elected/appointed officials (and/or their designee(s)), staff, and/or stake holders) will evaluate the submittals in the weeks following the submittal deadline. Evaluation criteria may include but will not be limited to: 1) completeness and compliance with the terms of this RFQ; 2) Professional qualifications of the respondent firm and individual team members assigned to the project; 3) Past Comprehensive Plans completed, especially as they relate to the City of Kyle for such characteristics as city size and population, development patterns, regional location, immediate past history and future development potential, etc.; 4) Community engagement, including success rates and methods of data acquisition; 5) Letters of recommendation from past clients.
11. **PROTESTS:** All protests relating to staff recommendations must be submitted to the Kyle City Manager within in seven (7) days of the panel recommendation memo. This includes all protests related to the advertising of notices, deadlines, opening, and all other related procedures, as well as any protests relating to alleged improprieties or ambiguities in the specifications. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.
12. **SUBMITTAL AWARD:** The City reserves the right to negotiate (a) separate task order(s) to separate Submitters for each item/group, or to award one task order for the entire Submittal.
13. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in any resulting contract/task order. All change orders to any contract/task order will be made in writing by the City, and agreed upon by all parties involved.

## **PERFORMANCE**

14. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE SUBMITTERS:** A prospective Submitter must affirmatively demonstrate Submitter's responsibility. A prospective Submitter must meet the following requirements:
  - A. Have adequate financial resources or the ability to obtain such resources as required;
  - B. Be able 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, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine Submitter's ability to meet these minimum standards listed above.

15. **ASSIGNMENT:** The successful Submitter shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
16. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
17. **INTELLECTUAL PROPERTY/ RIGHTS:** The Submitter agrees to indemnify and hold the City harmless from any claim involving patent rights infringement, trademarks, service marks, and/or copyrights on goods supplied.

## **PURCHASE ORDERS AND PAYMENT**

18. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City Director of Finance, and/or his/her designee, to the successful Submitter. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
19. **FUNDING:** The City 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 for which funding is not available.
20. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN ANY SUBMITTAL PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
21. **PAYMENT TERMS:** Payment will be governed by the Texas Prompt Payment Act, Chapter 2251, Texas Government Code, and the terms of the agreement between the selected submitter and the City. Prompt payment discounts may be negotiated by the City in determining the award of task order(s).
22. **INVOICES:** Invoices must be submitted by the successful Submitter to the City of Kyle, Finance Division.

## **CONTRACT**

23. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract or multiple year Submittal, the contract shall be for a predetermined period as specified in the Request for Qualifications. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
24. **AUDIT:** The City reserves the right to audit the records and performance of successful SUBMITTER during the term of the contract or contract extensions and for three (3) years thereafter.
25. **INDEMNIFICATION:** Successful submitter shall defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or

fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Submittal award. Successful Submitter shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.

26. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful Submitter fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another Submitter, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Submitter.
27. **ACCEPTABILITY:** All articles enumerated in the Submittal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Project Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the Submitter and at its expense. All disputes concerning quality of supplies utilized in the performance of this Submittal will be determined solely by the City Project Manager or designated representative.
28. **REMEDIES:** The successful Submitter and the City agree that each party has all rights, duties, and remedies available, and any other available remedy, whether in law or equity.
29. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Hays County, Texas.
30. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it 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 specifications shall be made on the basis of this statement.
31. **NO PROHIBITED INTEREST:** The SUBMITTER acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states as follows:
  - A. Sec. 12.02. - Acceptance of Gifts. No officer or employee of the city shall accept directly or indirectly, any gift, favor or privilege exceeding a nominal value, or employment, from any utility, corporation, person or entity having or seeking a franchise or contract with, or doing business with, the city. If any utility, corporation, person or entity contracting with the city shall make any gift, or give any favor, privilege or employment to an officer or employee in violation of this section such action shall render the contract voidable.
  - B. Sec. 12.03. - Interest in City Contract. No officer or employee of the city shall have a financial interest direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the city, or be financially interested directly or indirectly in the sale to the city of any land, materials, supplies or services except on behalf of the city as an officer or employee; provided, however, that the provision of this section shall only be applicable when the stock owned by the officer or employee exceeds one percent of the total capital stock of the corporation. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the city shall render the contract voidable.

- C. Sec. 12.04. - Conflict of Interest. No officer or employee of the city shall participate in the deliberation or decision on any issue, subject or matter before the council or any board or commission, if the officer or employee has a personal financial or property interest, direct or indirect, in the issue, subject or matter, that is different from that of the public at large. An interest arising from job duties, compensation or benefits payable by the city shall not constitute a personal financial interest.

32. **FORCE MAJEURE:** *If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.*
33. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** *Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government officer. By law, this questionnaire must be filed with the records administrator of the City of Kyle not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [www.cityofkyle.com](http://www.cityofkyle.com). By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.*

*A questionnaire must be submitted at the time of submission of the bid, and within seven business days after the date the submitter becomes aware of facts that require the statement to be filed.*

The members of the City Council can be found at: <https://www.cityofkyle.com/council>.

Members of the City's Administrative staff can be found at:  
<https://www.cityofkyle.com/cityadministration>

Other persons who may be involved in the planning, contracting, selecting, or contracting of the successful submitter include:

Howard J. Koontz, Planning Director	Leon Barba, City Engineer
James Earp, Assistant City Manager	Will Atkinson, City Planner
Paul Phelan, Library Services Director	Jerry Hendricks, Chief of Staff



## CITY OF KYLE CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing goods, materials, and/or services for the City of Kyle 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. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

INSURANCE COMPANY QUALIFICATION: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

CERTIFICATE OF INSURANCE: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to SUBMITTAL. 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.

### TYPE OF CONTRACT

### TYPE AND AMOUNT OF INSURANCE

Professional Services

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

(If size or scope of project warrant)  
Umbrella Coverage or Excess Liability Coverage of  
\$2 Million Dollars

Statutory Workers compensation  
insurance as required by state law

**SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development.

**Is your firm?**

1. Sole Proprietorship    ☐ YES ☐ NO
2. Partnership            ☐ YES ☐ NO
3. Corporation            ☐ YES ☐ NO

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

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**If company is a partnership, list the partners' full legal names:**

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**If company is a corporation, list the full legal name as listed on the corporate charter, and the state in which the firm is incorporated:**

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**AFFIDAVIT OF NO PROHIBITED INTEREST**  
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ \*

\*

COUNTY OF \_\_\_\_\_ \*

\*

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of (company name) \_\_\_\_\_, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Signature of Notary Public in and for the State of \_\_\_\_\_

STAMP

# CIQ Form - To be completed by the SUBMITTER and Submitted with SUBMITTAL

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and 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>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <div style="border: 1px solid black; height: 30px; margin-top: 5px; text-align: center;">             _____              Name of Officer           </div>		
<p><b>4 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.</b></p> <div style="margin-top: 20px;"> <p>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> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>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> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> </div>		
<p><b>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.</b></p> <div style="border: 1px solid black; height: 50px; margin-top: 5px;"></div>		
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;">             _____              Signature of vendor doing business with the governmental entity           </div> <div style="width: 35%;">             _____              Date           </div> </div>		

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

**SUBMITTAL REMINDER LIST:**

- ☐ REQUESTED DOCUMENTATION INCLUDED?
- ☐ ORIGINAL ON A PORTABLE STORAGE DRIVE AND EIGHT (8) HARD COPIES INCLUDED?
- ☐ ALL BLANKS COMPLETED ON ALL FORMS?
- ☐ COMPLETED SIGNATURE?

**SCHEDULE OF EVENTS**

Public Notification/Advertisement	September 19, 2019
Pre-Submittal Meeting	N/A
Deadline for Submitting Questions	October 25, 2019 @2:00PM CDT
RFQ Responses Due	November 15, 2019 @ 2:00PM CST

Questions Concerning this RFQ are due in writing, either via U.S. Mail or email, to The City of Kyle before the deadline for submitting questions stated above.

Address for written correspondence:

Howard J. Koontz, AICP  
Director, Planning & Community Development  
City of Kyle, Texas  
100 West Center Street, Rm. 229  
Kyle, Texas 78640

E-mail address for electronic correspondence:

hkoontz@cityofkyle.com

No phone calls, please.

**CITY OF KYLE**  
**REQUEST FOR QUALIFICATIONS (RFQ)**  
**COMPREHENSIVE PLAN**

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**I. PROJECT BACKGROUND**

**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. Proposers shall submit a Proposal to the City which will be based on instructions and specifications provided herein.

The existing 2020 Comprehensive Plan was adopted in 2010, updated in 2017, and is the long-range planning document that has helped guide the City of Kyle over the last nine years. The Comprehensive Plan is a policy document that assists decision-making and administrative actions in an effort to guide the City of Kyle towards the community's preferred future. Subsequent to the original Comprehensive Plan adoption, the City has also adopted a Comprehensive Transportation Plan, Parks and Recreation Master Plan, and Economic Development Strategic Plan as addenda, demonstrating the City's continued commitment and efforts toward establishing an encompassing guiding policy document.

**Background of Kyle**

Geographically, the City of Kyle is prominently located along U.S. Interstate Highway 35 in eastern Hays County, Texas, bordered by the City of Buda to the north, the City of San Marcos to the south, unincorporated Hays County to the west, and both the City of Umland and unincorporated Hays County to the east. 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 "Kyle." The official City limits do not extend beyond the Hays County line.

Kyle has a Council-Manager form of government. The elected seven-member City Council appoints a City Manager 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 take action on site plans, plats, and conditional use petitions, and makes recommendations to the City Council regarding amendments to the Comprehensive Plan, Zoning Ordinance, and Zoning Map.

In the 21<sup>st</sup> Century, Kyle has grown rapidly in both population and land area. Kyle's population has grown over 800% since the 2000 Census, from 5,000 citizens to just over 47,500 in 2019. The original Town of Kyle was just 640 acres (one square mile), but today covers roughly 30 square miles and is surrounded by a 2.5-mile extra-territorial jurisdiction. As noted in Kyle's 2020 Comprehensive Plan, "Kyle has undergone significant growth and development over the past decade [*Through the 2000-2010 period, Kyle grew by 22,700.*]. As corridor-associated growth continues along IH-35 between Austin and San Antonio, this pressure will continue to influence Kyle." These words have proven prophetic, and the trend continues with no indication of any slow down to this pattern of spatial and population growth, and of course the opportunities and challenges therein.

## II. SCOPE OF WORK

The Consultant shall assist the City of Kyle to develop and adopt an all new 'Comprehensive Plan 2040' that meets or exceeds jurisdictional requirements and common standards for local comprehensive planning. **Said Plan shall be transmitted to the City no later than October 31, 2020, unless otherwise indicated by the City of Kyle.** This takes into account the full adoption process that extends approximately two-months for two (2) Public Hearings before the Planning 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, 2020.

### 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 Kyle's Comprehensive Plan 2040 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. Comprehensive Plan Sounding Board

1.1.1. Kyle staff shall establish a Comprehensive Plan Sounding Board, made up of local stakeholders and officials. The Sounding Board 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.

1.1.2. The agenda for the initial meeting of the Sounding Board will include four items:

1.1.2.1. The State's requirements for comprehensive planning;

1.1.2.2. The Sounding Board will be asked to discuss their understanding of the setting, relationships, and history of the area that forms the City of Kyle, and consider the utilization or adaptation of some elements of the existing 2020 Comprehensive Plan;

1.1.2.3. The Sounding Board will be asked to review potential methods to engage the public in the comprehensive planning 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 Board.

1.1.3 Periodic Review Meetings: Sounding Board 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. The Sounding Board 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 Sounding Board 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 Sounding Board 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 process. Offeror shall propose additional public engagement that will be effective in communicating the process and gathering input. Kyle places a **premium** on multiple, in-person, public engagement activities that elicit raw data points from the community at-large from which the policy of the Comprehensive Plan 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 Kyle 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. Please note your 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 PLANS

Kyle's Charter outlines the minimum requirements for the content of the City's Comprehensive Plan in Section 10.02:

"The comprehensive plan adopted by ordinance shall constitute the master and general plan for the development of the city. The comprehensive plan shall contain the council's policies for growth, development and beautification of the land within the corporate limits and the extraterritorial jurisdiction of the city, or for geographic portions thereof including neighborhood, community or area wide plans. The comprehensive plan shall include the following elements: (1) a future land use element; (2) a traffic circulation and/or mass transit element; (3) a wastewater, solid waste, drainage and potable water element; (4) a conservation and environmental resources element with strong emphasis on water conservation; (5) a recreation and open space element; (6) a housing element; (7) a public services and facilities element, which shall include but not be limited to a capital improvement program; (8) a public buildings and related facilities element; (9) an economic element for commercial and industrial development and redevelopment; (10) a health and human service element; and such other elements as are necessary or desirable to establish and implement policies for growth, development and beautification within the city, its extraterritorial jurisdiction, or for geographic portions thereof, including neighborhood, community, or area wide plans."

Some aspects of this list can be adopted by reference in the text of specialized strategic and master plans already created and adopted by Kyle's City Council. Such plans include the City's Parks Master Plan, Economic Development Strategic Plan, and Transportation Master Plan.

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 Kyle, including a review and analysis of the Community Assessment adopted in 2010 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 Kyle'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 Sounding Board 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 Sounding Board 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 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 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 2010 U.S. Census and subsequent updates. More recent estimates will 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 remaining elements shall be reviewed and updated as determined necessary through the process. Where available, subsequent master plans shall be consulted and incorporated into the Five-Year Update.

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 Kyle and areas in the immediate fringe around the city, based on standard categories described in the existing Comprehensive Plan for the City, in addition to any new categories developed in the new plan which will be produced in Geographic Information Systems (GIS) 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 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 recommendations could re-establish the existing character areas, amend them, or delete them in favor of new areas. Possibilities include, but are not limited to, the existing character areas from the 2010 Comprehensive Plan and its 2017 update.

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 Sounding Board meetings, public meetings, meetings with the staff and other officials, and future use of the plan. Mapping will be coordinated with Kyle 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 Maps for Production or Updates:
  - Location Map
  - Existing Land Use Map
  - Future Land Use Map
  - Character Area Map
  - Entitlements Map
  - Areas Requiring Special Attention Map
  - Natural Features Map — Water Resources: showing rivers and streams, wetlands, 100-year flood plain, groundwater recharge areas, and water supply basins.
  - Natural Features Map — Conservation Areas: showing planned Green-space areas, major parks and recreation areas, and scenic views and sites.
  - Existing Transportation Facilities Map: showing the road network and classifications, bicycle/pedestrian and other transportation facilities as appropriate.
  - Transportation Plan Map: showing the proposed improvements to the road network and other transportation facilities as appropriate (including pedestrian and bike facilities).
  - Community Service Facilities Map: 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 Kyle.

### **TASK 3: ADOPTION PROCESS**

3.1. Adoption by the City. The City's elected decision-makers are charged with the responsibility to adopt the Comprehensive Plan. Consultant will draft a resolution for the Kyle City Council to adopt the Comprehensive Plan. 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.

3.2. Planning Commission Review and Recommendation. Two (2) public hearings will be held before the Planning Commission and shall occur to allow additional public input. The board will review and make a recommendation prior to adoption of the transmittal resolution to the City Manager for the Plan by approval of City Council.

3.3. Adopting Resolution. 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 October 31, 2020.

3.4. Documentation. After adoption of the Comprehensive Plan 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. The Cost Proposal, if attached, shall have a maximum sheet count of five (5) 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 submitted by respondents must be under separate, sealed submittal, or the entire response may be rejected as non-responsive.

### 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 Kyle'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

#### 1.2.6. Forms as required by the Finance Department.

1.3. Cost Proposal – fee proposals shall be submitted **in a separate, sealed envelope** and include the following:

- 1.3.1. A schedule of fees broken down by work task;
- 1.3.2. Hourly rates for project personnel to be used as the basis for payment;
- 1.3.3. Total estimated cost for the work; and
- 1.3.4. List of deliverables.

1.4. 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) and if applicable a Cost Proposal (eight (8) original and one electronic copy). The proposal packages shall be sealed in separate envelopes (may be same box) and identified as follows:

Technical Proposal or Cost Proposal (as applicable)  
Title: Comprehensive Plan 2040  
Address: 100 West Center Street, Rm. 229, Kyle, Texas 78640  
Submittal Date and Time: November 15, 2019 @ 2:00 p.m. CDT

## 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. Each proposal will be reviewed to ensure that the Offeror submitted a separately packaged cost proposal and technical proposal, that only technical information is included in the technical proposal and only cost information is included in the cost proposal, and that all documents requiring a signature have been signed. 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, control of costs, 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 Update, 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 Kyle. Upon review of the responses to this RFQ, City staff will 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, taking into account all of the evaluation factors set forth in this RFQ. The City of Kyle 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. CDT October 25, 2019
- Proposals due by: 2 p.m. CDT November 15, 2019
- Proposal review: November-December 2019
- Interviews conducted: December 2019

Contract(s)/task order(s) discussion and approval by the Mayor and City Council is expected in December 2019.

## 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 Director of Planning & Community Development and/or his designee will review and approve for payment all invoices submitted by the consultant under the contract.

# CITY OF KYLE, TX SIGNATURE FORM

## COMPREHENSIVE PLAN

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The undersigned certifies that the information contained in this Submittal have been carefully reviewed and are submitted as correct and final.

*"I hereby certify that the foregoing Submittal has not been prepared in collusion with any other Submitter or other person or persons engaged in the same line of business prior to the official opening of this Submittal. Further, I certify that the Submitter is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the product/service proposed on, or to influence any person or persons to propose or not to propose thereon."*

Name of Submitter: \_\_\_\_\_

Address of Submitter: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

By (print name) \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

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