



## **RFQ #25-14 - UTILITY RATE STUDY**

### **THE CITY OF SMITHVILLE REQUESTS QUALIFICATIONS FOR THE FOLLOWING PROFESSIONAL SERVICE:**

Sealed Proposals for Qualifications from qualified firms to complete a rate analysis of the City's water rates, wastewater rates, to meet the City's needs over the next five years, but also extending rate projections for the next twenty years. Sealed Proposals for this service will be received by the City of Smithville, Missouri, at City Hall at 107 West Main Street, Smithville, MO 64089, until 10 A.M. local time on Aug 12, 2025.

Specifications for the utility rate study are set forth in the RFP and attached Exhibit(s).

#### **INSTRUCTIONS TO PROPOSERS:**

1. RFQs must be addressed to Rick Welch, Finance Director, 107 W. Main Street, Smithville, Missouri 64089 and be received before 10 A.M. local time on Aug 12, 2025.
2. Pricing and anything pertaining to the RFQ should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFQ be used. All RFQs must be sealed and marked on the outer envelope by RFQ number and date of closing. Firms shall submit one (1) paper copies and one (1) PDF copy on a CD or USB of their Qualifications. The only information we will read at the closing will be the vendors, contractors, or proposers who responded. The closing is at 10 A.M. on the 12<sup>th</sup> day of August, 2025, at City Hall.
3. Disabled persons wishing to participate in the RFQ closing and who require a reasonable accommodation may call the City at (816) 532-3897 or email at [rwelch@smithvillemo.org](mailto:rwelch@smithvillemo.org). A forty-eight-hour notice is required.
4. Any questions regarding this RFQ should be directed to Rick Welch, Finance Director, 107 W. Main Street, Smithville, Missouri 64089; 816-532-3897

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

  
Finance Director

Issued: the 11<sup>th</sup> day of July 2025

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS  
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the Scope of Services, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance.
4. If applicable identify, the item you will furnish by brand or manufacturer's name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.
5. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, they are intended to be descriptive of type or quality and not restrictive to those particular items mentioned.
6. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
7. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
8. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made or work is not started as guaranteed.
9. If applicable, prices must be stated in the units of quantity specified in the Proposal and must be firm. Quotes qualified by escalator clauses may not be considered.
10. Any questions regarding this request may be addressed to Rick Welch, Finance Director, 107 W. Main Street, Smithville, Missouri 64089; 816-532-3897
11. The Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein Pursuant to 285.530 RSMo.

## **RFQ #25-14 - UTILITY RATE STUDY**

### **ARTICLE I - PURPOSE OF RFQ & BACKGROUND INFORMATION**

The City of Smithville is requesting proposals from firms for a rate analysis of the City's water rates, wastewater rates, and wastewater impact fees to meet the City's fiscal needs over the next five years, but also extending rate projections for the next twenty years.

The City owns and operates water and wastewater utilities serving approximately 11,000 residents through approximately 3,900 water and wastewater connections. The City operates a water distribution facility and wastewater treatment facility. The City maintains and owns forty-five miles of water lines and forty-five miles of sanitary sewer lines, along with thirty lift stations, and approximately forty miles of storm sewer line. The last comprehensive study of the City's water and wastewater service rates and connection fees was completed in 2022. The need for this analysis is driven in large part by future water and wastewater infrastructure needs. In the prior FY2025 budget process, the City's Board of Aldermen approved a five-year capital improvement plan for the combined water and wastewater fund, which totals approximately \$69,000,000 in infrastructure needs. Major infrastructure and plant expansion projects are planned for FY2027 and FY2029, which include the following example projects:

- Owens Branch Gravity Line – Multiple Phases (Engineering and Construction)
- Water Plant Expansion (Engineering and Construction) (2029)
- Wastewater Treatment Plant Expansion (Engineering and Construction) (2027)

Although the City conducts annual in-house reviews and service rate adjustments, an outside, comprehensive review of rates, rate structures, and debt service capacity to establish appropriate rate levels is desired. It is also necessary for the City to determine the appropriate level of future revenues to cover the costs associated with plant expansion and maintenance needs.

The city is undergoing a Wastewater and Water Masterplan review that is estimated to be done by December 2025. The Utility Rate Study can begin the project before this update is completed but cannot be finalized until the Wastewater and Water Master Plan review is complete. The Utility Rate Study should be completed no later than March 31<sup>st</sup>, 2026.

Tentative Schedule:

July 15: RFQ Posting

Aug 12: Qualification Statements Due

Aug 15: Committee meets to determine which firms to interview

Aug 25: Schedule Interviews

Sept 16,17: Interviews Held

Sept 18: Notify Selected Firm

Sept 23: Cost Proposed Due

Oct 7: Board Accept Proposal

## **ARTICLE II - SCOPE OF SERVICES**

1. The Board of Aldermen of the City of Smithville, Missouri ("City") invites you to submit a written Statement of Qualifications to provide consulting as follows:
  - a. Review existing operating revenue streams and compare to operating and capital expenditures levels to determine if any deficiencies in the current rate structure exist. Determine the required rates to meet projected operating and capital expenses to fund the future needs of the water and wastewater system.
  - b. Include projected demands for both systems created by population projections included in the Water and Wastewater Master Plans.
  - c. Review the funding requirements for future infrastructure needs including assumptions regarding required debt financing (COP) to appropriately fund projects.
  - d. Review current water and wastewater utilization and determine if rates are appropriately priced.
  - e. Provide a recommended rate structure with projected revenue requirements for a ten-year period. Components of the base rates and volume charges should be clearly identified.
  - f. Review miscellaneous fees to assure they are reasonable and not outdated.
  - g. Review current franchise fee/in lieu of charges by the City general fund to support governmental support functions in comparison to other communities and recommend appropriate levels.
  - h. Provide general discussion on current policies and trends related to utility payment options, deposit amounts, connections, disconnects, etc., in comparison to other water service utilities.
  - i. The rate study should include an easy-to-use electronic model in Microsoft Excel to be used by the City staff for future evaluations.
  - j. Present the report and discuss recommendations to the Board of Aldermen at a work session.

## WATER RATES

The City has established a water rate designed to raise sufficient revenue to pay the cost of operating the City's water system. That includes the cost of purchasing water and treatment for human consumption; the maintenance, repair, and operation of all water service equipment and facilities owned and operated by the City; related accounting, administration and overhead costs; payments of all necessary debt service and maintenance of bond covenants for bond issues or other indebtedness related to the City's water facilities; and maintenance of necessary reserves for repair and replacement of water facilities.

Customers are billed monthly for actual consumption, rounded to the nearest hundred gallons.

## SEWER RATES

The City has established a sewer service rate designed to raise sufficient revenue to pay the cost of operating the City's sewer system. That includes the cost of sewage treatment and disposal services; the maintenance, repair, and operation of all sewer service equipment and facilities owned and operated by the City; related accounting, administration and overhead costs; payments of all necessary debt service and maintenance of bond covenants for bond issues or other indebtedness related to the City's sewer facilities; and maintenance of necessary reserves for repair and replacement of sewer facilities.

During the billing periods of December, January, and February, customers have the option to be billed based on actual water consumption, rounded to the nearest hundred gallons. Over those three months, the City calculates the average water usage for each customer and defines that as a "winter sewer average." The winter sewer average shall be applicable to the other nine (9) months of the calendar year. Certain identified customers are exempt from the winter sewer average by Board policy.

2. The term "RFQ" means this Request for Qualifications; the term "Contractor", "Offeror", "Vendor", "Bidder", or "Proposer" refers to one who submits a proposal in response to the RFQ; and the term "Proposal" means the proposal of the Contractor, Offeror, Vendor, Bidder, or Proposer.
3. By submitting a Proposal, the Vendor agrees, if its proposal is accepted, to perform the Service described in this RFQ in accordance with the terms and conditions contained herein, at the prices set forth in its Proposal.
4. Note: The Vendor is presumed to accept the RFQ requirements. The Vendor must raise any questions regarding the RFQ requirements no later than three (3) days prior to the Closing Date. In addition, the Vendor must list and outline, in their Proposal, any exceptions to the RFQ requirements and Contract requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.
5. Additional information and/or questions relating to this RFQ can be obtained by contacting Rick Welch, Finance Director, 107 W. Main Street, Smithville, Missouri 64089; 816-532-3897.

## **ARTICLE III – PROPOSAL INSTRUCTIONS**

### **RFQ PROPOSALS - CONTENTS AND SUBMISSION**

The City recognizes this type of initiative may vary in scope, in approach, and in deliverables from one firm to another. The City will evaluate the qualifications of prospective firms, proposed scope of services and the value of the proposed work.

The City requests the following items from professional firms to complete and undertake the above referenced services:

1. Name, address, and telephone number of Proposer(s).
2. In a separate, sealed envelope, the hourly rate(s) of each member or employee anticipated to provide services in accordance with the RFQ, as well as an anticipated scope of work for each task to provide the City the ability to adjust the scope of work to meet the anticipated budgeted amounts. The actual budget for this project and the overall scope of any contract is subject to Board of Aldermen approval. Specify the required information for the base bid and each alternate for which a bid is being submitted.
3. Provide the names and qualifications of personnel who would be directly performing the work, including sub-consultants if needed. Indicate the approximate percent of involvement of each team member and identify who will be the daily point of contact.
4. Provide the names and references for a minimum of three similar projects. Summaries should include a narrative of the project and associated costs.
5. Provide a proposed date of commencement of services.
6. A completed Proposal Form attached to this Request for Qualifications (preferred, not required). One (1) paper copies and one (1) PDF copy on a USB must be received before 10 AM on August 15, 2025.

### **SUBMISSION REQUIREMENTS**

Submission Requirements: Interest and qualified firms should provide the following information in their Statement of Qualifications:

1. Describe your organization, its history and size (Number of employees, Number of licensed agents, as well as location(s) and years in business).
2. Provide an overview of the team that would be assigned to complete the utility rate study. For each member of the team, provide highlights outlining qualifications and experience. Provide a summary of roles and distribution of responsibilities and their primary location.
3. Provide an overview of your approach to the study (Include at least two studies you have implemented for clients similar to the City of Smithville that highlight your consulting expertise).

4. Describe your process and procedures for completing a utility rate study and fee comparison/evaluation.
5. Describe your capabilities in employee communications.
6. Describe any additional service options that may be of interest.
7. Provide a list of references with at least 3 clients, their addresses, phone numbers, and contact persons with estimated employee size, and services provided.
8. Please explain the anticipated process and timeline.

### EVALUATION

The City will evaluate the responses to this RFQ relative to the Selection Criteria outlined below. The successful consultant will be the responsible offeror whose SOQ (Statement of Qualifications) is determined to be the most advantageous considering the evaluation factors included in this RFQ. The City may select the successful consultant at its sole discretion based exclusively on review of the submitted SOQ. At the City's sole discretion, a shortlist of two or more consultants may be requested to develop detailed proposals and/or interview prior to selection, augmenting the information providing in the SOQ.

After determining the most qualified respondent, the City will attempt to negotiate a contract. If the City is unable to negotiate a contract with the selected firm(s), the City will, in writing, end negotiations with that firm and proceed to the next firm in the order of the selection ranking until a contract is reached or all firms are rejected.

All SOQs will be evaluated in terms of the following scoring criteria. The relative weight of each selection criterion is provided in parentheses.

### SELECTION CRITERIA

Evaluation of the Statements of Qualifications will be based on, but not limited to, the following selection criteria:

- Quality of Consultant's Response (25%)
- Proposed Approach, Plan, and Timeline (25%)
- Quality of Services and Experience of Firm and Staff (25%)
- Comprehensiveness of Services Offered (25%)

### ADDENDA

All changes, additions, and/or clarifications in connection with this RFQ will be issued by the City Finance Director in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the Proposal to this RFQ. Verbal responses and/or representations shall not be binding.

## SUPPLEMENTAL MATERIALS

Proposers are responsible for including all pertinent product data (if applicable) in the returned Proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, should also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be caused to reject the entire Proposal.

## RESPONSIVE PROPOSALS EXPIRATION

All Proposals shall be considered as firm for a period of ninety (90) calendar days, commencing on the date and time of the RFQ closing and expiring at 10:00 P.M. of the last day.

Unless withdrawn, as provided in this RFQ, a Proposal is binding on the Vendor, and may be received by the City at any time up to and including the proposed RFP opening date.

## RFQ CLOSING

Three (3) original Proposals and any modifications shall be received in sealed and marked on the outer envelope by RFQ number and date of closing addressed to Rick Welch Finance Director, 107 W. Main Street, Smithville, Missouri 64089. RFPs will be opened at 10:00 A.M. at City Hall on the date specified on the cover letter. The RFQ number and RFQ closing date shall be shown on the face of the envelope and should be labeled with the Vendor's name. Facsimile telegraph RFQs will not be considered. RFQs may be modified if sent in a sealed envelope, marked "Revised RFQ," and be in the possession of the City by the RFQ opening date and time. It is preferred but not required that all prospective Proposers utilize the attached Proposal Form. All Proposers should adhere to the specifications and requirements as set forth in the RFQ request. Failure to provide the required information and/or adhere to the specifications and requirements as set forth in the RFQ may be used by the City as reason not to consider a vendor's proposal.

## HOLD HARMLESS CLAUSE

The Vendor awarded the contract from this RFP agrees to save and hold harmless the City and its agents, servants, and employees of, and from, all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Vendor's businesses or operations resulting from any act or omission of the Vendor's agents, servants or employees.

## OFFICIALS NOT TO BENEFIT

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFP that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFP.



#### GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFP thereof.

#### CO-PARTNERSHIP DISCLAIMER

It is mutually understood that nothing in this Request for Proposal or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

#### NON-DISCRIMINATION IN EMPLOYMENT

Contract for Service under this RFP obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

#### KICKBACKS ILLEGAL IN SUBCONTRACTING

It is unlawful for any payment, gratuity, or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

## **ARTICLE IV - GENERAL TERMS AND CONDITIONS**

### **OVERALL REQUIREMENTS**

Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri

The City shall not be obligated for any amounts in excess of the contract and/or RFQ response (bid) unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFQ shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFQ.

### **CONFIDENTIALITY**

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City.

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form.)

**RFQ #25-14 UTILITY RATE STUDY**

I, \_\_\_\_\_, hereby representing  
(Agent Submitting RFQ)

\_\_\_\_\_, have read and reviewed the attached specifications.  
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Person (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax ID No.

\_\_\_\_\_  
E-Mail Address

State the name, address, and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two (2) years:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_