

**The City of Taylorsville**  
2600 West Taylorsville Boulevard (5320 South)  
Taylorsville, UT 84129

**Request for Proposals**

**Fee Study for Development Processes and Impact Fees**  
**Due June 30, 2016, at 3:00 p.m.**

1. **Introduction.** The City of Taylorsville (the “City”) is requesting proposals (“Proposals”) from qualified proposers (“Proposers”) for a fee study concerning development processes and impact fees (“Services”) to facilitate the adoption of an updated comprehensive Community Development fee schedule.

1.1. **Intent.** It is the intent of this Request for Proposals (this “Request”) to set forth the minimum acceptable requirements for responses to this Request.

2. **Background Information and Description of Services.** The City requests technical assistance in the formulation of a new comprehensive development fee schedule that will ensure compliance with current State law and establish fees reasonably related to the actual costs of City services and impacts to the community. A more detailed description of the Services requested is attached hereto as Exhibit “A.”

3. **Proposal Requirements.** Electronic Responses are required to be submitted to Patricia Kimbrough as listed below no later than 3:00 p.m. on June 30, 2016. Guidelines for responses are described in Exhibit “B” attached hereto. Any response, modification, or amendment received after the due date and time will be late. No late Responses will be accepted. Responses may be modified or withdrawn prior to the due date and time, provided any such request is submitted to Patricia Kimbrough as listed below in writing prior to the due date and time. Proposals must include the following elements and be signed by an authorized representative of the Proposer:

3.1. **Introduction and Executive Summary.** A title page, table of contents/outline, introductory letter expressing an interest in providing the Services and an executive summary. The introductory letter should be addressed to:

Patricia Kimbrough  
City Administrator’s Office  
Taylorsville City  
[pkimbrough@taylorsvilleut.gov](mailto:pkimbrough@taylorsvilleut.gov)  
2600 West Taylorsville Blvd.  
Taylorsville, UT 84129

Include an e-mail address for the primary contact of the Proposer.

3.2. Price. Describe, in sufficient detail, an all-inclusive fee for the base services (not to exceed amount), which includes, but are not limited to, all expenses, costs, supplies, etc.

3.3. Experience and Qualifications. Describe, in sufficient detail, the Proposer's experience and qualifications that are relevant with respect to the Services, listing personnel to provide the Services in the Proposal constituting the Proposer's agreement that such personnel will actually provide the Services. The Proposal should address the following information:

- Name of firm, location of offices, number of full-time employees, and agency history.
- Name(s), credentials and experience of the key employee(s) proposed to provide the professional Services for this specific project. Provide an organizational chart outlining who will work on the account and how much of their time will be allocated to the account.
- Experience, special technical capabilities, qualifications and expertise of the firm. The responder should identify similar projects performed for other municipalities and private sector clients. If applicable, provide a case study for a client in a similar segment.
- References from at least three (3) clients with specific reference and description to the projects performed for the referencing client. Include two (2) references from the preceding year.
- Hourly billing rates and other information as deemed important by the potential contractor.

3.4. Action. Summarize any disciplinary actions and suits by or against the Proposer or related entities during the past three (3) years.

3.5. Certification. Complete, sign, and submit the Certification that is attached to this Request for Proposal.

3.6. Business License. Include a copy of the Proposer's current, valid business license.

4. **Identification of Anticipated Potential Problems**. Proposals should identify and describe any potential problems with respect to providing the Services.

5. **Evaluation Criteria and Scoring Process.** All Proposals received will be reviewed by a Review Panel (defined below). Each evaluation criterion has been given a percentage based on its relative value as a whole. The criteria and each associated percentage are as follows:

<b>Evaluation Criteria</b>		<b>Weight</b>
Price		50%
Experience and Qualifications		<u>50%</u>
Total		100%

6. **Selection.** Discussions may be conducted with Proposers that the City determines to be potentially selected for the award. In addition, one or more Proposers may be invited to interview with the City; provided, however, that Proposals may be accepted without discussion or interview. The above criteria will be used unless modified in the interview evaluation. The City will appoint a “Review Panel” to evaluate each of the proposals. The Review Panel reserves the right to modify the interview criteria during the course of the request for proposal process. If such modification occurs, each Proposer being interviewed will be notified of the revised criteria at least twenty-four (24) hours prior to the interview. Based on the results of discussions, if any, interviews, if any, and proposal scoring, the Proposers will be rated by the Review Panel and such recommendations will be forwarded to the Mayor. The Mayor will make the final selection. The Mayor may select one (1) or more Proposers to provide the Services.

6.1. **General Information.** The City reserves the right to reject any and all Responses. The City reserves the right to amend, modify, or waive any requirement set forth in this Request. Response to this Request is at the Proposer’s sole risk and expense. All Proposers must comply with applicable federal, state, and local laws and regulations. Except for written responses provided by the contact person described below, the City has not authorized anyone to make any representations regarding the subject matter of this Request. All requests for clarification or additional information regarding this Request must be submitted in writing to the contact person described below no later than June 24, 2016, at 3:00 p.m. The contact person will endeavor to respond to such requests for clarification or additional information and if the contact person deems, in his sole and absolute discretion, that such response is of general applicability, his response, if any, will be posted on the City’s website at [www.taylorsvilleut.gov](http://www.taylorsvilleut.gov) (which constitutes a written response). Entities responding to this Request are encouraged to review the City’s website frequently. The City anticipates selecting one (1) or more of the responding Proposers, but there is no guarantee that any responding Proposer will be selected. Responses will be placed in the public domain and become public records subject to examination and review by any interested parties in accordance with the Government Records Access Management Act (UTAH CODE ANN. § 63-2-101, ET SEQ.). All materials submitted in response to this Request will become the property of the City and will be managed in accordance with the Government Records Access Management Act.

7. **Terms of Contract.** The successful Proposer will be required to enter into a written agreement with the City to provide the Services. If the selected Proposer and the City Attorney’s Office are unable to negotiate an acceptable agreement, then such Proposal shall be

deemed withdrawn and another Proposer(s) will be selected by the Mayor and negotiation will continue with such other Proposer(s) until an acceptable agreement is completed.

8. **Contact Person.** For further information or for American with Disabilities Act (ADA) accommodation, contact John Taylor, City Administrator, (801) 963-5400, 2600 West Taylorsville Boulevard, Taylorsville, UT 84129.

## Exhibit “A”

[Services]

### Primary Objectives of the Project:

1. Ensure that the resulting fee schedule recommendations are based on substantial evidence that demonstrates the proposed fees are reasonably related to the costs of City services.
2. Ensure that the resulting fees and methods for calculation are consistent with all applicable State laws.

### Scope of Work:

1. Conduct research and analysis as appropriate and necessary to develop a comprehensive and consistent fee schedule that is reasonably related to the costs of City services and impacts to the community. The Study will address the following fee categories:

#### **1.1. Planning and Community Development Fees, including:**

- 1.1.1. Conditional use permits (CUP)
  - 1.1.1.1. CUP involving development or redevelopment
  - 1.1.1.2. CUP involving only land use/business license
  - 1.1.1.3. Administrative CUP (Staff level approval)
  - 1.1.1.4. CUP amendment
- 1.1.2. Subdivisions
  - 1.1.2.1. Simple/minor subdivision
  - 1.1.2.2. Preliminary subdivision
  - 1.1.2.3. Final subdivision
  - 1.1.2.4. Subdivision amendment
  - 1.1.2.5. Two-family dwelling lot split
- 1.1.3. Appeals
  - 1.1.3.1. Appeal of Land Use Authority
  - 1.1.3.2. Variance
- 1.1.4. Condominium conversions
- 1.1.5. General Plan amendments
  - 1.1.5.1. Text amendment
  - 1.1.5.2. Map amendment
- 1.1.6. Code Amendments
  - 1.1.6.1. Text amendments
  - 1.1.6.2. Map amendments
- 1.1.7. Annexation
  - 1.1.7.1. Approved petition
  - 1.1.7.2. Denied petition
- 1.1.8. Lot line adjustments
- 1.1.9. Planned unit developments
- 1.1.10. Reasonable accommodations
- 1.1.11. Sign permits
- 1.1.12. Temporary sign permits
- 1.1.13. Non-conforming use or structures
- 1.1.14. Street vacations
- 1.1.15. Street dedications (non- subdivision)

- 1.1.16. Road cut permits
- 1.1.17. Temporary uses
- 1.1.18. Addressing affidavits
- 1.1.19. Bureau of Criminal Investigation background checks
- 1.1.20. Recording fees

**1.2. Impact Fees**

- 1.2.1. Roads
  - 1.2.1.1. Impact fee analysis
  - 1.2.1.2. Impact fee calculations
  - 1.2.1.3. Note: roads impact fee facilities plan to be prepared by the City
- 1.2.2. Parks
  - 1.2.2.1. Impact fee facilities plan
  - 1.2.2.2. Impact fee analysis
  - 1.2.2.3. Impact fee calculations
- 1.2.3. Storm Drain
  - 1.2.3.1. Impact fee analysis
  - 1.2.3.2. Impact fee calculations
  - 1.2.3.3. Note: storm drain impact fee facilities plan to be prepared by the City

**1.3. Public Improvement Bonds:**

- 1.3.1. Recommendations for the calculation, process, documentation, and administration of public improvement bonds and bond releases to ensure compliance with Utah state law.

**1.4. Private Improvement Bonds:**

- 1.4.1. Recommendations for the calculation, process, documentation, and administration of private improvement bonds and bond releases to ensure compliance with Utah state law.

2. Propose a fee schedule for the above categories that is reasonably related to the costs of services that satisfies the requirements of current Utah state law.
3. Conduct periodic coordination meetings with City staff and designees to review progress and discuss issues.
4. Coordinate with City staff for the approval of the revised fee schedule by the City Council that satisfies the requirements of Utah state law.
5. Attend and participate as directed by the City in presenting the research, analysis, and proposed final fee schedule to the City Council and other meetings the City deems necessary.
6. The Services does not include determining unit costs such as sidewalk, curb, gutter, landscaping, lighting, drainage systems, etc.

## **Exhibit “B”**

### [Guidelines]

1. Electronic submittals shall follow the standard RFP/SOQ printed formats.
2. Color is allowed.
3. 8-1/2” x 11” page sizes.
4. Paginate pages.
5. One (1) inch margins (exceptions: Consultant Name/Logo and Page Headers/Footers may be within the margin).
6. Size 12 Font.
7. Provide tabs or links for each section of the Response.

**CERTIFICATION**

The undersigned Proposer certifies that it has not:

1. Provided an illegal gift or payoff to a City officer or employee or former City officer or employee or his or her relative or business entity;
2. Retained any person to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or
3. Knowingly influenced and hereby promises that it will not knowingly influence any City officer or employee or any former City officer or employee to break any applicable ethical standards or rules.

The undersigned Proposer certifies that:

1. The Proposal is made in good faith.
2. The Proposal is made in conformity with the specifications and qualifications contained in the Request.

Name of Proposer: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

Web Site Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

## **Taylorsville Executive Order**

### **Criteria to Evaluate Lowest Responsive Responsible Bidder**

UTAH CODE ANN. § 11-39-101, *ET SEQ.*, provides in part that if a city intends to undertake a building improvement or public works project paid for by the City and the estimated cost of building improvements or public works projects exceed the bid limit (as defined therein) and the City determines to proceed with the building improvements or public works project, then the City shall enter into a contract for the completion of the building improvements or public works project with the lowest responsive responsible bidder. Lowest responsive responsible bidder means, among other things, a prime contractor who satisfies the local entity's criteria relating to financial strength, past performance, integrity, reliability, and other factors that the local entity uses to assess the ability of the bidder to perform the contract's requirements fully and in good faith. The Mayor hereby enters this Executive Order that the term "lowest responsive responsible bidder" shall include evaluation of the following criteria:

1. That the contractor and subcontractor(s), if any, demonstrate to the city's satisfaction that the contractor and subcontractor(s) have and will maintain an offer of quality health insurance coverage for the contractor's and subcontractor's employees and the employee's dependents.

2. That the contractor and subcontractor(s), if any, demonstrate to the city's satisfaction that the contractor has and will maintain a drug and alcohol testing policy during the period of the contract that applies to all covered individuals employed or hired by the contractor or subcontractor(s) and subject the covered individuals to random testing under the drug and alcohol testing policy.

3. That the contractor and subcontractor(s), if any, demonstrate to the city's satisfaction that the contractor and subcontractor(s) have and will maintain a program to actively recruit and/or employ veterans.

4. That the contractor and subcontractor(s), if any, demonstrate to the city's satisfaction that the contractor and subcontractor has and will maintain a job training program, such as by way of example and not limitation, a Federal, State and/or City recognized job training program.

5. That the contractor and subcontractor(s), if any, demonstrate to the city's satisfaction that the contractor and subcontractor(s) have and will maintain a safety program.

As used herein:

1. "Contractor" means a person or entity who is or may be awarded a construction contract for building improvements and public works projects.

2. "Covered individual" means an individual, who, on behalf of a contractor or subcontractor, provides services directly related to a design or construction contract and is in a

safety sensitive position, including a design position that has responsibilities that directly affect the safety of a building improvement or public works project.

3. “Drug and alcohol testing policy” means a policy under which a contractor or subcontractor tests a covered individual to establish, maintain, or enforce a prohibition of (i) the manufacture, distribution, dispensing, possession, or use of drugs or alcohol, except the medically prescribed possession and use of a drug, or (ii) the impairment of judgment or physical abilities due to the use of drugs or alcohol.

4. “Health benefit plan” means a policy that provides health care insurance, provides major medical expense insurance, or is offered as a substitute for hospital or medical expense insurance such as a hospital confinement indemnity or limited benefit plan. Health benefit plan does not include a policy that provides benefits solely for accidents, dental, income replacement, long-term care, a Medicare supplement, a specific disease, vision, or a short-term limited duration where it is offered and marketed as supplemental health insurance.

5. “Qualified health insurance coverage” means at the time the contract is entered into or renewed:

(a) a health benefit plan and employer contribution level with a combined actuarial value at least actuarially equivalent to the combined actuarial value of the benchmark plan determined by the Children’s Health Insurance Program under UTAH CODE ANN. § 26-40-106(2)(A) or a successor, and a contribution level of 50% of the premiums for the employee and the dependents of the employee who reside or work in the state in which:

i. the employer pays at least 50% of the premium for the employee and the dependents of the employee; and

ii. for purposes of calculating actuarial equivalency under this provision:

(1) rather than benchmark plan deductibles, and the benchmark plan out-of-pocket maximum based on income levels:

(A) the deductible is \$1,000 per individual and \$3,000 per family; and

(B) the out-of-pocket maximum is \$3,000 per individual and \$9,000 per family;

(b) dental coverage is not required; or

(c) a federally qualified, high-deductible health plan that at a minimum:

i. has a deductible that is either:

(1) the lowest deductible permitted for a federally qualified, high-deductible plan;

(2) or a deductible that is higher than the lowest deductible permitted for a federally qualified, high-deductible health plan, but includes an employer contribution to a health savings account in a dollar amount at least equal to the dollar amount difference between the lowest deductible permitted for a federally qualified, high-deductible plan and the deductible for employer-offered federal qualified, high-deductible plan;

- (A) has an out-of-pocket maximum that does not exceed three times the amount of the annual deductible;
- (B) and the employer pays 60% of the premium for the employee and the dependents of the employee who work or reside in the state of Utah.

6. “Random testing means that a covered individual is subject to periodic testing for drugs and alcohol in accordance with the drug and alcohol testing policy and on the basis of random selection process.

7. “Subcontractor” means any person or entity who may be awarded a contract with a contractor or another subcontractor to provide services or labor for the construction of building improvements and public works projects. Subcontractor includes a trade, contractor, or specialty contractor but does not include a supplier who provides only materials, equipment, or supplies to a contractor or subcontractor.

8. “Veteran” means an individual who has served on active duty in the armed forces for more than one hundred eighty (180) consecutive days, or was a member of a reserve component who served in a campaign or expedition for which a campaign medal has been authorized and who has been separated or retired under honorable conditions, or any individual incurring an actual service-related injury or disability in the line of duty, whether or not that person completed one hundred eighty (180) consecutive days of active duty.

## CITY OF TAYLORSVILLE

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Mayor Lawrence Johnson

**ATTEST:**

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Cheryl P. Cottle, City Recorder