

REQUEST FOR PROPOSALS TO PROVIDE:

ON-CALL PLANNING CONSULTANT SERVICES TO SUPPORT COMMUNITY AND ECONOMIC DEVELOPMENT STAFF

AS REQUESTED BY

South Salt Lake City, Utah

Request for Proposals (RFP): South Salt Lake On-Call Planning Consultant Services

I. INTRODUCTION

The City of South Salt Lake ("City") seeks proposals from qualified planning firms to provide on-call planning consulting services to support the City's Community and Economic Development Department. Services will be assigned on a project-by-project basis as needed, and each assignment will be compensated on a stipulated sum per project or hourly rate agreed upon in advance.

The purpose of this solicitation is to establish a one-year contract, with an option to extend the agreement for two additional one-year terms, with a consultant who can provide professional planning expertise to assist City Staff with various planning and economic development projects, other special studies, and related planning tasks. No minimum amount of work is guaranteed. However, the maximum annual funds anticipated are \$50,000 annually.

II. SCOPE OF WORK

The Consultants may be asked to provide services including, but not limited to:

- Zoning and land use code updates
- Housing, transportation, or land use analysis
- Demographic, economic, or market analysis
- Facilitation of community workshops
- Site and/or economic feasibility analysis
- Long-range and area plans

Services will be requested by the City on an as-needed basis. For each assignment, the City and the consultant will agree upon a defined scope, deliverable, schedule, and stipulated or hourly fee prior to authorization.

III. CONTRACT STRUCTURE

The City anticipates entering into an on-call, professional services agreement with a term of one-year, with an option to extend the agreement for two additional one-year terms. Services will be initiated by the City. Each task will identify the scope, deliverables, timeline, and stipulated sum for that project. Each assignment will be compensated on a stipulated sum per project or hourly rate agreed upon in advance. The City makes no guarantee as to the number or value of tasks that may be issued.

IV. QUALIFICATIONS OF PROPOSERS

Proposers of this RFP can be a single firm, partnership, or individual. Proposers must have the following qualifications:

1. Proven experience in working with municipalities in community planning and economic development.

- 2. Ability to work collaboratively with City staff, jurisdictional partners, community members, and developers.
- 3. Experience in analyzing market constraints, etc.
- 4. Capability to work on multiple projects simultaneously and a track record of meeting deadlines.
- 5. Familiarity with the public process and demonstrated success in presenting in public facing meetings.

City Staff will assist the Consultant Team with the requested information and be active participants throughout the project.

V. PROPOSAL REQUIREMENTS

Proposals are limited to 10 pages and should be submitted as one single PDF file. Multiple attachments will not be accepted. Proposals will be evaluated based on the criteria listed below ("Selection Criteria"). The proposal must include:

- 1. **Cover letter** Provide a brief overview of your consulting firm, the project team, and how your firm proposes to fulfill the needs of the City. Include a statement of interest in providing on-call planning consultant services.
- 2. **Firm Qualifications** Describe the firm's areas of expertise and any relevant municipal/on-call experience. Respondents should include at least one reference from municipal client(s) familiar with the firm's planning work.
- 3. **Relevant Experience –** Provide up to five specific examples of relevant experience completed in the last five years.
- 4. **Project Management Approach** Provide an explanation of how the firm manages multiple assignments, communications with City staff, and timely delivery of assigned tasks.
- 5. **Fees** Outlined the hourly rates for each employee who may work on the project and describe how the Consulting Team will coordinate and communicate with City staff regarding the management of the budget.
- 6. **Conflicts** Disclose any potential conflicts of interest.

The City reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to Utah Code § 63G-2-309, as amended. The award of the contract is subject to approval by the Director of Economic and Community Development. **Price may not be the sole deciding factor.**

VI. SELECTION PROCESS

The City will form a Selection Committee to review proposals and select a Consultant. Proposals will be evaluated on the factors listed in Section V, PROPOSAL REQUIREMENTS, and based on the following criteria and points:

- 1. Responsiveness to the Requirements of this RFP
- 2. Qualifications and Experience of Key Personnel

- 3. Demonstration of Successful Implementation of Similar Projects
- 4. Technical and Innovative Approach to Municipal Planning
- 5. Fee with breakdown costs

VII. PRE-PROPOSAL MEETING

An optional Pre-Proposal Meeting will be held virtually via Zoom at 1:00 PM Mountain Time on Monday, October 27, 2025. To receive the meeting link, proposers must RSVP to Ariel Andrus at aandrus@sslc.gov by 9:00 AM Mountain Time on Monday, October 27, 2025. Inquiries regarding this meeting should also be directed to Ariel Andrus (801-483-6019 or aandrus@sslc.gov). All answers and addenda will only be posted on the Utah Public Procurement Portal.

VIII. Project Budget

The City has budgeted up to \$50,000 per year for on-call consultant services. Proposers should include contingency in their proposed fees for unanticipated costs and scope items.

IX. PROPOSAL SUBMISSION

Questions on the RFP are due by Wednesday, October 29, 2025, at 5:00 PM Mountain Time. The City will respond by addendum by 5:00 PM Mountain Time on Thursday, October 30, 2025, through Utah Public Procurement Place. Proposals must be submitted in one of the following ways:

- 1. Electronically via UP3 by Wednesday, November 5, 2025, 5:00 PM Mountain Time.
- 2. Emailed to aandrus@sslc.gov as a single PDF not to exceed 10 pages (separate attachments will not be accepted) by Wednesday, November 5, 2025, 5:00 PM Mountain Time.

The City is not responsible for proposals that are delivered incorrectly or for failure to receive.

To verify receipt of the proposal, please contact Ariel Andrus at <u>aandrus@sslc.gov</u>.

X. DISCLAIMER

Submissions that are late, incomplete, or do not meet the submission format and contents as described in this RFP will not be accepted. The City reserves the right to reject all submissions or to waive any informality in any submissions if deemed in the best interest of the City. The City does not guarantee that a contract will be awarded following the submission deadline.

XI. GENERAL TERMS AND CONDITIONS

1. **Compliance with Laws.** The proposal shall at all times observe and comply with all laws, ordinances, regulations, and codes of the federal, state, county, and city that may in any manner affect the performance of the contract. Proponents shall not discriminate against any worker, employee, applicant, or any member

- of the public because of race, creed, color, age, sex, or national origin, nor otherwise commit an unfair employment practice.
- 2. **Incurred costs.** The City is not liable for any costs incurred by Proponents prior to the execution of a Services Agreement ("Agreement").
- 3. **Proposers not Agents.** Unless otherwise stated in the final Agreement, the Proposer shall not be held or deemed in any way to be an agent, employee, or official of the City, but rather an independent contractor.
- 4. **Indemnification.** The successful Proposer shall indemnify, save, and hold harmless the City and all of its employees, officers, directors, subcontractors and agents against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by the Proponent with any agreements, warranties or undertakings contained in or made pursuant to this RFP.
- 5. **Negotiation of Services Agreement.** The City reserves the right to reject any or all proposals or to award multiple Agreements to multiple qualified Proponents. At its sole discretion, The City may extend the dates for award of the Agreements. The City reserves the right to negotiate any or all terms upon award of the Agreement.
- 6. **Ethics in Contracting.** By submitting its proposal, Proponent certifies that its proposal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Proponent, supplier, manufacturer, subcontractor or other person in connection with its proposal and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than normal value, present or promised, unless consideration of substantially equal or greater value was exchanged as part of a completely independent transaction.
- 7. **Taxes.** The successful Proponent(s) shall be responsible for, and pay any applicable taxes related to the Agreement. The City is a tax-exempt organization and shall not be billed for or expected to pay any taxes applicable to the Services.
- 8. **Insurance.** By submitting a proposal in response to this RFP, the Proponent(s) certifies that, if awarded the contract, it will have the insurance coverage required for performance of the Services, if any, at the time the work commences. Additionally, the Proponent(s) certifies that it will maintain this insurance coverage throughout the entire term of the contract and that all

insurance coverage shall be provided by insurance companies authorized to sell insurance in Utah. During the term of the contract, the City reserves the right to require the successful Proponent(s) to furnish certificates of any required insurance for the coverage required by the City, if any is required.

9. **Disclosure of Proposal Content.** All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the proponent that is submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The Government Records Access and Management Act ("GRAMA") states that certain information in the submitted proposal may be open for public inspection. If the proponent desires to have information contained in its proposal protected from such disclosure, the proponent may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the proposal. Blanket claims that the entire RFP is confidential will be denied. The City cannot guarantee that any information will be held confidential.

XII. Disposition of Proposals, Statements, and Negotiations

- 1. **Disposition of Proposals Public Records.** All materials submitted in response to this RFP will become the property of SSLC. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become part of the official file on this matter without obligation on the part of the City of South Salt Lake.
- 2. Verbal Statements or Agreements. No verbal agreement or conversation with any officer, agent, or employee of South Salt Lake City, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in the contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon South Salt Lake City or the Contractor.
- 3. **Negotiations.** South Salt Lake City reserves the right to reject or to waive any or all Proposals. After South Salt Lake City has identified the best-qualified candidate(s), the Parties shall have the right to negotiate with the respondent over the final terms and conditions of the contract. These negotiations may include bargaining; however, by submitting a Proposal, a firm acknowledges that it has reviewed the sample Agreement in Exhibit A and is prepared to sign a substantially similar agreement with the City. The primary objective of the negotiations is the evaluation factors set forth in the RFP. If an agreement cannot be reached, the negotiation will be terminated.