

REQUEST FOR PROPOSALS
Development Impact Fee Study and Capital Improvements Plan
RFP #21-001

PROPOSAL DUE DATE: December 16, 2021, at 3:00 PM (local time)



City of Victor
PO Box 122
Victor, Idaho 83455
208-787-2940

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I. INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

A. INTRODUCTION

The Idaho Development Impact Fee Act in Idaho Code, Title 67, Chapter 82, requires that impact fees can only be used for capital improvements, not operating or maintenance costs.

The City of Victor (“City”) does not have long-range capital improvements plan nor does it assess impact fees on development. The City is interested in having a firm analyze the public facilities and system improvements that will be needed to accommodate future development and to develop a fee schedule to collect the proportionate share of capital costs that new development should pay towards those facilities and/or improvements.

B. PROJECT SUMMARY AND DESIRED QUALIFICATIONS

The City is soliciting proposals from qualified firms or teams of firms with experience in preparing development impact fee studies and related capital improvement plans to support future development, particularly for local jurisdictions in the state of Idaho. Services and deliverables must adhere to all applicable requirements of the Idaho Development Impact Fee Act (Idaho Code Title 67, Chapter 82). The awarded consultant will prepare an impact fee study and capital improvements plan along with a proposed adoption ordinance to enable the collection of impact fees from new development where that is justified and necessary to increase infrastructure capacity to maintain services at current levels.

The consultant will also seek input from the Planning and Zoning Department staff in regard to the issues and concerns related to administering a development impact fee program. The City Treasurer will assist in identifying other funding sources typically used or available for completion of improvements identified in a capital improvements plan. The Deputy City Administrator and Public Works Director will assist in identifying and estimating the costs of new facilities or system improvements that would be eligible under the development impact fee program.

Finally, the awarded consultant should consider adopted long range plans, such as the City’s Comprehensive Plan (2021), Transportation Plan (2021), and the Teton County Recreation and Public Access Master Plan (2014) in determining the public facilities and system improvements that will be needed to accommodate future development.

C. TENTATIVE TIME SCHEDULE

November 2, 2021	Initial distribution of RFP package
November 22, 2021	Deadline for submission of questions
November 30, 2021	Estimated City response to questions
December 16, 2021	Proposal closing date and time of 3:00 P.M. MST
January 17-21 2022	Conduct finalist interviews (if applicable)
February 9, 2022	Anticipated date for approval/award by City Council

D. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

Inquiries and questions concerning the contract terms and conditions contained within this Request for Proposal must be received in writing by 3:00 p.m. (MST) on November 22, 2021 to victorcityadmin@victorcityidaho.com or mail to:

City of Victor
Troy L. Butzlaff, ICMA-CM, Interim City Administrator
PO Box 122
Victor, ID 83455

To ensure that written requests are received and answered in a timely manner, email correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used. Proposers shall not contact other city personnel with any questions or clarifications concerning this RFP.

City responses to questions will be posted online at www.victorcityidaho.com/rfps-bids no later than November 30, 2021. It is the proposer's responsibility to ensure that they access and review any questions as answers posted. The City is not responsible to notify individual potential bidders of the availability of questions and answers beyond this notice. **Contact with City personnel other than the contact listed above regarding this request for proposals may be grounds for elimination from the selection process.**

The City may post Addendums to the RFP online at www.victorcityidaho.com/rfps-bids. It is the potential proposer's responsibility to access any addendums and ensure that stated requirements are met.

- 1. Proposals are to be properly identified on the outside of the package and are due by 3:00 P.M. local time on December 16, 2021, and shall be delivered in a sealed package(s) to:**

City of Victor
Troy L. Butzlaff, ICMA-CM, Interim City Administrator
PO Box 122
Victor, ID 83455

Proposals must be clearly identified and sent in a sealed package. **It is the responsibility of the Proposer to ensure timely delivery is made to the City by the deadline stated above.**

- 2. Proposals must be valid for a period of ninety (90) calendar days from the Closing Date and Time for Receipt of Proposals. No Proposal may be withdrawn after the submission date.**
- 3. Each Proposer must provide two (2) hard copies and one electronic version of its proposal. One copy is to be clearly marked as "original" on the outside cover and contains an original signature.**

4. All Proposals shall be submitted on standard 8.5 x 11-inch paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II. ***It is imperative that all Proposers responding to the RFP comply exactly and completely, to the instructions set forth herein.*** All responses to this RFP shall be word processed (except where otherwise provided or noted), concise, straightforward and must fully address each requirement and question. Although not a substitute for complete written response, additional material, such as technical documents may be referenced in any response, if the material is included in the same section as additional information.
5. Information in Proposals shall become public property and subject to disclosure laws. All Proposals shall become the property of the City. The City reserves the right to make use of any information or ideas in the Proposals.
6. By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under the RFP and that it is capable of providing and performing quality work to achieve the City objectives.
7. The City shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of their Proposal. Pre-contractual expenses are defined as expenses incurred by the Proposer and include:
 - a. preparing its Proposal in response to this RFP;
 - b. submitting that Proposal to the City;
 - c. negotiating with the City any matter related to the Proposer's Proposal; and
 - d. any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the Agreement.
8. Each Proposer must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the Proposal. Deviations, clarifications, and/or exceptions must be clearly identified and listed separately as alternative items for the City's consideration.
9. After the Closing Date and Time for Receipt of Proposals, evaluation and proposal clarification will commence. No proposals received after the closing date and time will be considered.
10. Proposers judged most responsive to the City's requirements may be asked to give a presentation of their Proposal including an in-person interview with the City staff. Selected Proposers should be prepared to make their presentation within five calendar days after notification and be prepared to discuss all aspects of their Proposals in detail, including technical questions regarding the Proposal. No Proposer shall be allowed to alter or amend its Proposal through the use of the presentation process.
11. In the event the City deems it necessary to clarify or make any changes to this RFP, these changes shall be made in the form of a written addendum authorized and issued only by the City.

12. The City reserves the right to negotiate modifications with any Proposer as necessary to serve the best interest of the City. Any Proposal may be rejected if it is conditional, incomplete or deviates from specifications in this request. The City reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties, which the City deems reasonably correctable or otherwise not warranting rejection of the Proposal. Any waiver will not excuse a proponent from full compliance.
13. Proposers shall describe their approach to the Scope of Work and indicate costs in separate attachments.
14. The City reserves the right to:
 - a. Negotiate the final Agreement with any Proposer(s) as necessary to serve the best interest the City;
 - b. Withdraw this RFP at any time without prior notice and, furthermore, makes no representations that any contract will be awarded to any Proposer responding to this RFP; or
 - c. Award its total requirement to one Proposer or to apportion those requirements among two or more Proposers as the City may deem to be in its best interest.

In addition, negotiations may or may not be conducted with Proposers; therefore, the Proposal submitted should contain the Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

15. A Professional Services Agreement will be proposed for execution. The City's standard Professional Services Agreement is attached (Attachment 4). It may be modified to incorporate other pertinent Articles/Terms and Conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of negotiations, if any, conducted with the Proposer. The Proposer's exceptions to the terms and conditions of the proposed agreement, or the Proposer's inability to comply with any of the provisions of the proposed agreement, are to be declared in the Proposal.

II. PROPOSAL RESPONSE REQUIREMENTS

A. RESPONSE ITEMS

Two (2) copies of the proposal should be submitted in a binder format. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Do not include any irrelevant or marketing information.

Responses must provide the information listed below. The information should be provided in order it is requested and include the section and sub-sections number(s) and

statement/question in your response. Describe alternate approaches to the requested services where feasible or additional services offered or recommended which may not be specifically requested but could be of benefit to the City.

1. Cover Letter

All Proposals **must** be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. **An unsigned Proposal submission is grounds for rejection.**

2. Firm and Staff Profile

- i. Provide a professional resume for the key people proposed to be assigned to the project (including key personnel for any sub-consultants), showing professional qualifications and licenses, along with relevant related experience.
- ii. Identify the proposed Project Manager who would be responsible for the day-to-day management of project tasks and would be the primary point of contact with your firm.
- iii. Please list all public sector clients for whom you have performed similar work in the past five years. For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project.

3. Project Understanding

- i. Describe your firm's understanding of the nature of this project and the opportunities and challenges that may be encountered.

4. Project Approach

- i. Describe the tasks that must be accomplished to complete the project. Provide a narrative description of how the firm proposes to execute the tasks. If applicable, discuss any unique aspects of the project, or alternative approaches the City might wish to consider.

5. Project Schedule

- i. Provide a schedule of general project activities indicating the duration of each activity and of the total project. The schedule should reflect realistic activity durations.

6. Validity of Proposal

- i. The Proposer shall state the length of time for which the submitted Proposal shall remain valid. The City requires a period of at least 90 calendar days.

7. Other Supporting Information

- i. Include any other information you feel to be relevant to the selection of your firm or the makeup of the project team.

B. CERTIFICATE OF INSURANCE

The Proposer shall demonstrate the willingness and ability to provide the required insurance coverage as set forth in the City's Professional Services Agreement (Attachment 4) within ten (10) calendar days of notification of selection for award of this Agreement.

C. CERTIFICATION OF UNDERSTANDING

The City assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the execution of any Agreement resulting from this RFP unless:

1. Such understanding or representations are expressly stated in the agreement; and
2. The Agreement expressly provides that the responsibility therefore is assumed by the City. Representations made but not so expressly stated and for which liability is not expressly assumed by the City in the Agreement shall be deemed only for the information of the Proposer.

D. STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Proposer shall state whether it, or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so, explain the circumstances.

E. RESOURCES TO BE PROVIDED BY THE CITY

The Proposer must list any resources, City assistance, or other items expected to be provided by the City.

F. PROPOSAL FORMS

Proposers shall submit the following forms as attachments to their proposal:

1. **NON-COLLUSION AFFIDAVIT.** Proposer is required to sign and submit the Non-Collusion Affidavit (Attachment 1).
2. **INSURANCE.** Proposer is required to sign and submit the CONTRACTOR's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional Services (Attachment 2).
3. **CERTIFICATION OF PROPOSAL.** Proposer is required to sign and submit the Certification of Proposal (Attachment 3).

Failure to submit these forms may result in disqualification of the proposal.

G. FEE PROPOSAL

Provide a schedule of hourly rates, fees and other expenses that will be incorporated in the firm's contract along with an estimate of total cost.

Once the contract has been awarded, a proposer will not be permitted to charge the City for any service performed pursuant to the terms and conditions of the contract that is not clearly identified in terms of cost and detail within the proposer's proposal to the City. The only exceptions to this limitation will be if the City specifically requests an additional service that is not identified in the RFP or in the proposer's proposal and the parties amend the contract.

Proposers are encouraged to propose alternatives to the listed requirements that will reduce cost and enhance service. The City will evaluate these alternatives on an individual basis. Alternative services should be listed separately. All services listed must be priced, even though an alternative service has been proposed.

III. PROPOSAL EVALUATION CRITERIA

Proposals that meet the requirements specified in this RFP will be evaluated based on the following criteria:

1. Cost-effectiveness and a demonstrated effort to be cost-conscious.
2. Proposal price.
3. Experience as related to similar projects for public agencies in the state of Idaho.
4. Documented prior experience in handling project(s) of similar size and scope.
5. Demonstrated ability to meet deadlines.
6. Business integrity and reputation in the industry relevant to scope of services.
7. Proven prior experience, as confirmed by references.
8. Proven skill and reputation, including timeliness and demonstrable results, as confirmed by references.
9. Meets qualifications set forth in this RFP.

Attachment 1

Non-Collusion Affidavit

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Victor or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. I have not entered into any arrangement or agreement with any City of Victor public officer in connection with this proposal.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Attachment 2

**Acknowledgement of Compliance with Insurance Requirements for
Agreement for Professional Services**

Proposer agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and Professional Services Agreement and accepts all conditions and requirements as contained therein.

PROPOSER:

Name: _____
(Print or Type)

By: _____
PROPOSER's Signature

Date: _____

This executed form must be submitted with the proposal.

Attachment 3

Certification of Proposal

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal.

1. Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
2. By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
3. Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
4. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
5. The proposal response includes all of the commentary, figures and data required by the Request for Proposal
6. The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

Attachment 4

Sample Professional Services Agreement

**CITY OF VICTOR
PROFESSIONAL SERVICES AGREEMENT**

1. **PARTIES AND DATE.** This Agreement is made and entered into this _____ day of **MONTH, INSERT YEAR**, (“Effective Date”) by and between the **City of Victor**, a Municipal Corporation organized under the Constitution and laws of the State of Idaho with its principal place of business at 10 S. Main Street, Victor, Idaho 83455 (“City”) and _____, an _____ place of business at _____ (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. **TERMS AND CONDITIONS.** The Parties shall comply with the terms and conditions in the attached Exhibit “A”.

3. **SCOPE AND SCHEDULE OF SERVICES.** Consultant shall provide to City _____ as described in accordance with the schedule set forth in Exhibit “B”.

4. **TERM.** The term of this Agreement shall be from **INSERT START DATE** through **INSERT ENDING DATE**, unless earlier terminated as set forth in the attached Terms and Conditions. This Agreement may not extend beyond a period of five (5) years, unless under the City’s Fiscal Policies and Procedures this Agreement is exempt from the five (5) year limitation.

5. **COMPENSATION.** Consultant shall receive compensation for services rendered under this Agreement at the rates and schedule set forth in the attached Exhibit “C” but in no event shall Consultant’s compensation exceed **INSERT WRITTEN DOLLAR AMOUNT (\$INSERT NUMERICAL DOLLAR AMOUNT)** per fiscal year (October 1 to September 30) without written amendment.

6. **INSURANCE.** In accordance with Section 4 of Exhibit “A”, Consultant shall, at its expense, procure and maintain for the duration of the Agreement such insurance policies as checked below and provide proof of such insurance policies to the City. **Consultant shall obtain policy endorsements on Commercial General Liability Insurance that name Additional Insureds as follows: The City of Victor and its Officials, Officers, Employees, Agents and Volunteers are additional insured.**

Commercial General Liability Insurance:

- \$1,000,000 per occurrence/\$2,000,000 aggregate.
- \$2,000,000 per occurrence/\$4,000,000 aggregate.

Automobile Liability:

- \$1,000,000 combined single limit for bodily injury and property damage.

Workers’ Compensation:

- Statutory Limits / Employer’s Liability \$1,000,000 per accident or disease and a waiver of subrogation in favor of the City.

Professional Liability (Errors and Omissions):

- Errors and Omissions liability insurance with a limit of not less than \$1,000,000 per claim.

7. **COUNTERPARTS, FAX AND ELECTRONIC TRANSMISSION**

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF VICTOR

[INSERT NAME OF CONSULTANT]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____
[INSERT NAME]
[INSERT TITLE]

EXHIBIT "A"

TERMS AND CONDITIONS

1. Compensation. Consultant shall be paid on a time and materials or lump sum basis, as may be set forth in Exhibit "C", within 30 days of completion of the Work and approval by the City.

2. Compliance with Law. Consultant shall comply with all applicable laws and regulations of the federal, state and local government. Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by Federal, State and local regulatory agencies. Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her Work.

3. Standard of Care. The Consultant shall perform the Work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions.

4. Insurance. The Consultant shall take out and maintain, during the performance of all work under this Agreement: A. Commercial General Liability Insurance in the amounts specified in Section 6 of the Agreement for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001), and if no amount is selected in Section 6 of the Agreement, the amounts shall be \$1,000,000 per occurrence/\$2,000,000 aggregate; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as Insurance Services Office Form Number CA 0001 (ed. 10/13) covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per accident or disease. Consultant shall also submit to the City a waiver of subrogation endorsement in favor of the City; and D. Professional Liability (Errors and Omissions) coverage, if checked in section 6 of the Agreement, with a limit not less than \$1,000,000 per claim and which shall be endorsed to include contractual liability. Insurance carriers shall be authorized by the Department of Insurance, State of Idaho, to do business in Idaho and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A"; "Class VII" according to the latest Best Key Rating unless otherwise approved by the City.

5. Indemnification. The Consultant shall indemnify and hold harmless the City, its Council, members of the Council, agents and employees of the City, against any and all claims, liabilities, expenses or damages, including responsible attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or any claim of the Consultant or subcontractor for wages or benefits which arise in connection with the performance of this Agreement, except to the extent caused or resulting from the negligence or misconduct of the City, its Council, members of the Council, agents and employees of the City. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to the City and the City's attorneys' fees incurred in such an action.

6. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Idaho. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Teton, State of Idaho.

7. Termination. The City may terminate or abandon any portion or all of the Work by giving 10 calendar days written notice to Consultant. In such event, the City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for the Work. The City shall pay Consultant the reasonable value of any portion of the Work completed prior to termination. The City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Work, and shall not be entitled to damages or compensation for termination of work. Consultant may terminate its obligation to provide further Work under this Agreement upon 30 calendar days' written notice to the City only in the event of City's failure to perform in accordance with the terms of this Agreement through no fault of Consultant.

8. Agreement Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than the City and the Consultant. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the Agreement. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Consultant is retained as an independent contractor and is not an employee of the City. No employee or agent of Consultant shall become an employee of the City. The individuals signing this Agreement represent that they have the authority to sign on behalf of the Parties and bind the Parties to this Agreement. This is an integrated Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto.

EXHIBIT "B"
SCOPE AND SCHEDULE OF SERVICES

**EXHIBIT “C”
COMPENSATION FOR SERVICES**

INSERT **RATE SHEET** AND AUTHORIZED REIMBURSABLE EXPENSES