



REQUEST FOR PROPOSALS

CONSULTING SERVICES
RFP No. PMDC 2016-01
JULY 14, 2016



STATE OF UTAH
POINT OF THE MOUNTAIN
DEVELOPMENT COMMISSION



STATE OF UTAH

GARY R. HERBERT
GOVERNOR

OFFICE OF THE GOVERNOR
SALT LAKE CITY, UTAH
84114-2220

SPENCER J. COX
LIEUTENANT GOVERNOR

Dear consultants, stakeholders and other interested parties:

Utah has won notable accolades for economic growth, business friendliness and quality of life. As a state, we have earned our spot on the map in both national and global markets. A closer look at Utah communities reveals rapid growth that has the potential to propel us even further if we plan carefully. Our sights always set high, we turn our attention to a critical location on our own map: the Point of the Mountain.

The Point of the Mountain development is a rare opportunity to merge and enhance two thriving regional economies. It requires much forethought and planning with a collaborative effort among government, business and community leaders. Finding solutions to complex questions, we will rise to the challenge, representing the best interests of Utah residents.

We have one chance to get this right. The union and growth of Salt Lake and Utah Counties provides a substantial economic opportunity that will impact future generations. With a strategic, innovative vision this investment will further strengthen our communities and benefit the entire state of Utah.

Sincerely,

A handwritten signature in black ink that reads "Gary R. Herbert".

Gary R. Herbert
Governor



THE POINT OF THE MOUNTAIN is a strategic development that is pivotal to Utah's success. Comprised of 20,000 acres, it is a hub of economic activity and the center of Utah's rising tech community, Silicon Slopes. It is one of the hottest commercial markets in the country. The development of the area provides profound economic and social opportunities impacting multiple communities for future generations.

The development is led by the Point of the Mountain Development Commission, which bears the trust of the Utah residents to construct a vision of growth while preserving the state's elevated quality of life. Complex questions of transportation, infrastructure, demographics, business growth, recreation, environment and financing are at the heart of this effort. Most importantly, the commission aims to improve these communities and further benefit the entire state of Utah.

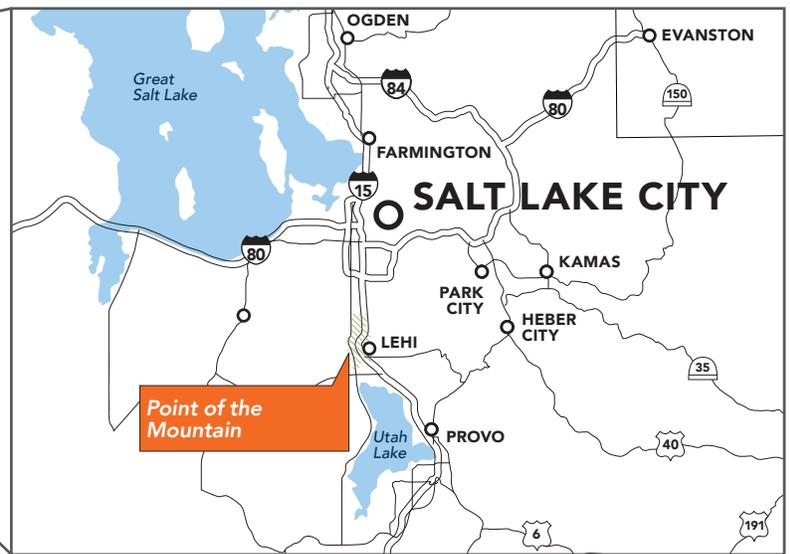
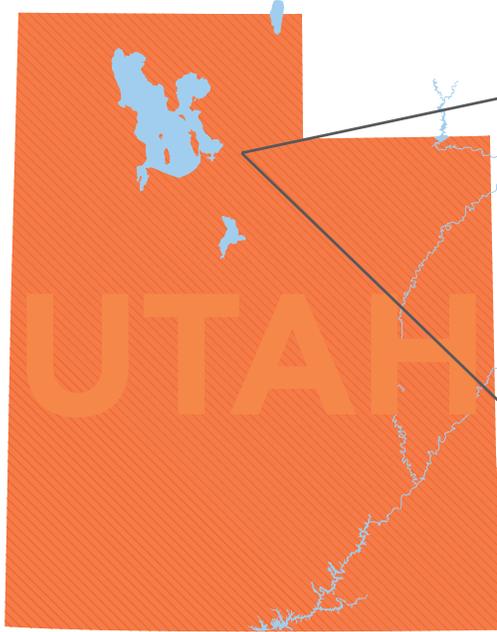
Accomplished best through engagement and transparency, the process will further expand Utah's reputation and capability as a global destination for business and careers.

Utah's winning formula of collaboration will ensure the state's long-term success. Strong partnerships are key to this process. Consultants should be well-versed in strategic collaboration, public outreach, insightful analysis, and effective project management. The winning respondent will demonstrate high levels of expertise as well as a passion for finding innovative solutions. Together we will seek to understand the possibilities and make them a reality.

We invite you to review this Request for Proposals and submit a response. We hope you share our interest and enthusiasm for this exceptional chance to enhance "Life Elevated."

Sincerely,

Rep. Brad R. Wilson (R), Chair
Mr. Christopher Conabee, Chair
Sen. Lincoln Fillmore (R)
Sen. Jerry W. Stevenson (R)
Rep. Dean Sanpei (R)
Mr. Dave Crandall - Utah State School Board
Mayor Tom Dolan - Sandy City
Mr. Jeff Edwards - Economic Development Corporation of Utah
Mr. Larry Ellertson - Utah County Commission
Ms. Theresa Foxley - Governor's Office of Economic Development
Mr. Jonathan Francom - Adobe
Mayor Ben McAdams - Salt Lake County
Mayor Jim Miller - Saratoga Springs
Mayor Troy Walker - Draper City
Mayor Bert Wilson - Lehi City



STATE OF UTAH

GROWTH AND INDUSTRY:

**3RD FASTEST
GROWING STATE IN U.S.**



No. 3 MOST DIVERSE ECON.

**1.6M POPULATION
SALT LAKE & UTAH VALLEY**

**4 UNIVERSITIES
WITHIN 50 MILES**

WHAT'S HERE?

A CRITICAL APEX:

**25 MILES, 17 CITIES
235,497 TOTAL JOBS**

**LARGEST INDUSTRIES
IN UTAH CONVERGE HERE**

**40% OF UTAH JOBS
GROW IN THIS CORRIDOR**

**20,000 ACRES
DEVELOPABLE SPACE**



STATE OF UTAH
POINT OF THE MOUNTAIN
DEVELOPMENT COMMISSION

I. CONSULTING SERVICES – SCOPE OF WORK

The CONSULTANT who enters into a contract with the COMMISSION will be expected to work and coordinate with the COMMISSION, whether directly with the COMMISSION or through its chairs or staff, to:

1. assist the COMMISSION to effectively manage the COMMISSION's work and fulfill the COMMISSION's statutory duties, facilitate collaboration with stakeholders, and manage public outreach and feedback;
2. develop and make presentations to appointed and elected officials and a wide variety of community groups and attend a variety of community events;
3. advise the commission, decision-makers, and other key players regarding media relations and other key activities;
4. provide other consulting services relating to the scope of work such as meeting facilitation and management, technical analysis, synthesizing information, and project management;
5. provide all data, analyses, multi-media materials, master copies (hard and digital) of final products, and all other relevant documentation to the COMMISSION for project files; and
6. provide any other services requested by the COMMISSION, whether directly by the COMMISSION or through its chairs or staff, to assist the COMMISSION to complete its work and fulfill its statutory duties.

The COMMISSION anticipates dividing its work roughly into three phases. Those three phases are identified and explained below with a description of the kind of work the COMMISSION expects to be performed as part of each phase. The COMMISSION anticipates that there will be significant overlap between phases but that the work of the COMMISSION will be accomplished roughly sequentially in the phases described below. While not intended to be exhaustive, the following description of the work to be accomplished in each phase represents a general description of the minimum scope of work the COMMISSION expects to accomplish with the assistance of the professional services provided by the CONSULTANT under an agreement pursuant to this



RFP.

The COMMISSION expects the CONSULTANT to work diligently and in a professional manner toward helping the COMMISSION fulfill its responsibilities in as short a time as possible. The COMMISSION is more concerned about doing its work well than in doing it quickly but is also concerned about fulfilling its responsibilities as expeditiously as possible. The COMMISSION expects that its work will continue beyond 2016. Because of the complexity and extent of the COMMISSION's work, it is not feasible to establish a timetable for the work to be completed under this RFP. That timetable will be more fully defined by agreement between the COMMISSION and the CONSULTANT. This timetable will include meeting the requirement under Utah Code Section 63C-17-104(7) to report the COMMISSION's interim findings and recommendations to the Legislature and governor before December 1, 2016.

Phase 1

General Description

The first phase of the study involves identifying the geographic area that will be the focus of the COMMISSION. It also involves engaging various stakeholders and the public to identify the goals for the area and creating a preliminary vision statement based on stakeholder collaboration and public input, which will be used to guide any future development plan. Accordingly, the COMMISSION will develop and implement strategies to engage the public and collaborate with stakeholders, including public forums to gather insight from citizens. Additionally, Phase 1 involves: evaluating similar development plans and projects in other locations to identify best practices for this project; gathering and analyzing data on past, current, and projected trends in employment, demographics, and real estate market activity in the area; identifying perceived constraints; evaluating the costs and benefits of growth, land use, and economic development strategies in the area; and assessing the impacts of those strategies on residents of the area and the state.

Scope of Work

1. Develop and implement a communications plan and public and stakeholder outreach and engagement plan.
 - a. As part of the communications plan, the CONSULTANT will be



- expected to:
- i. communicate the actions, deliberations, and outcomes of the COMMISSION with the public through marketing, media relations, and other methods of publicity; and
 - ii. work with the COMMISSION to develop and communicate key messages to increase recognition, build credibility, and deepen understanding of the process and its objectives and the outcomes within the area.
- b. As part of the public and stakeholder outreach and engagement plan, the CONSULTANT will be expected to:
- i. identify key stakeholders;
 - ii. gather information from the public regarding:
 - A. core values;
 - B. vision for the area; and
 - C. preferences among land use options and economic development strategies; and
 - iii. develop and implement a plan to engage, involve, and collaborate directly with the public, which may include:
 - A. scheduling, promoting, and conducting town hall or similar meetings in affected areas to solicit public involvement and refine concepts; and
 - B. conducting one-on-one interviews, surveys (online or print), focus groups, and charrettes.
2. Review general plans and studies of affected communities and the region to identify desired community outcomes and current and future land use concepts.
 3. Identify similar development plans and resulting developments in other locations and analyze the strengths and weaknesses of those projects to identify best practices and avoid problems experienced in other locations.
 4. Using information gathered through a public engagement process and elsewhere, identify and define the area that should be included in a development strategy to successfully achieve the vision developed for the area and to protect core values.
 5. Prepare a core values statement, identifying and articulating the basic values that should guide development within the area.
 6. Based on the core values statement, prepare a vision statement to



- articulate a vision for the area that may include:
- a. the character, resources, and other qualities that make the area unique;
 - b. the community attributes citizens want to be sure to keep and those they want to change;
 - c. the preferred future for the area regarding land use, economic development strategies, transportation, infrastructure, education, natural environment, recreation, parks, open space, and other aspects of the area; and
 - d. transition issues between uses.
7. Identify current, emerging, and projected economic and demographic trends by gathering and analyzing economic and demographic data from a variety of sources including:
 - a. the federal government;
 - b. the state;
 - c. local governments;
 - d. private real estate firms;
 - e. academic institutions; and
 - f. private economic and demographic services.
 8. Provide current and projected real estate market analysis.
 9. Evaluate the costs, benefits, and potential impact of growth and land use and economic development strategies identified in the vision statement, including:
 - a. monetary and non-monetary costs and benefits, including:
 - i. development costs;
 - ii. new or foregone revenue to state and local government;
 - iii. opportunity costs for private sector; and
 - iv. environmental costs and benefits;
 - b. quality of life impacts such as congestion and traffic; and
 - c. impact on:
 - i. state and local governments;
 - ii. private enterprises in and around the area;
 - iii. citizens;
 - iv. other stakeholders; and
 - v. the state as a whole.
 10. Identify perceived and real constraints and opportunities for the area.



11. Develop a vision action plan for implementing the elements of the vision statement, including:
 - a. a description of the action;
 - b. potential partners for implementation;
 - c. a timeframe for implementation; and
 - d. priorities for implementation.
12. Provide recommendations to keep the vision statement and vision action plan current.
13. Work to achieve a consensus among stakeholders, the public, and other interested parties on the core values statement, vision statement, and vision action plan.
14. Produce interim reports and a final report to the Legislature, legislative committees, and Governor.

Phase 2

General Description

The second phase of the study involves determining what is needed to make the agreed upon vision come to fruition. This phase will include identifying and planning for future transportation and infrastructure needs for the area based upon development of the area according to the vision and plan developed during Phase 1. It is expected that this work will be accomplished in conjunction with other public organizations that have an interest in or responsibility for public transportation and infrastructure.

Scope of Work

1. Conduct or participate in a transportation, infrastructure, and land development study, which may include:
 - a. ascertaining current and future transportation and infrastructure needs and challenges in the area, through means that may include conducting stakeholder meetings with representatives of major companies, transportation users, regional planning organizations, and elected and other public officials in the area;
 - b. assessing impacts on land use demand, urban design, densities, and parking demand;



- c. reviewing existing transportation plans and studies of local municipalities, regional planning organizations, and other stakeholders;
 - d. creating an inventory of the area's transportation and infrastructure network and its performance, including:
 - i. utilities;
 - ii. broadband facilities;
 - iii. roads;
 - iv. public transit facilities;
 - v. active transportation;
 - vi. freight and goods movement;
 - vii. human services transportation;
 - viii. transportation demand management programs;
 - ix. intelligent transportations systems or technology; and
 - x. resiliency or emergency preparedness planning.
 - e. creating an inventory of all major current and proposed transportation and infrastructure plans and investment spending for the area;
 - f. analyzing the impacts of existing transportation and infrastructure systems on land use patterns and any deficiencies in existing transportation and infrastructure systems; and
 - g. based on the outcome of Phase I:
 - i. map current and possible future locations of major existing and future industrial expansion facilities, workforce training centers, job centers, and population centers and corresponding transportation and infrastructure needs; and
 - ii. with respect to current and potential future workers, map current and anticipated future residence locations, travel corridors, and infrastructure needs.
2. Develop transportation, infrastructure, and land development alternatives.
 3. Evaluate the costs and benefits of transportation, infrastructure, and development alternatives.
 4. Produce interim reports and a final report to the Legislature, legislative committees, and the Governor.



Phase 3

General Description

The third phase of the study involves identifying strategies for funding the desired development and infrastructure in order to best achieve the goals of the many stakeholders involved.

Scope of Work

1. Identify and evaluate public and private funding options for recommendations from Phases 1 and 2, including:
 - a. public-private partnerships;
 - b. federal grant and loan programs;
 - c. municipal, private activity, or other bonds;
 - d. other debt options;
 - e. tax increment or other public financing methods;
 - f. private equity options; and
 - g. other financing methods.
2. Analyze the costs and benefits of the various funding options
3. Provide recommendations for a funding strategy that is financially viable, aligns with core values and the vision for the area, and is fiscally sound and responsible
4. Provide detailed pro-forma financial statements for the funding strategy.
5. Produce interim reports and a final report to the Legislature, legislative committees, and the Governor.

II. FEE FOR CONSULTING SERVICES

The amount of compensation to be paid to the CONSULTANT under the initial agreement between the COMMISSION and CONSULTANT will be no more than \$500,000, covering all services provided by CONSULTANT and all costs and expenses incurred by CONSULTANT in providing the CONSULTING SERVICES. The COMMISSION anticipates that the initial agreement with CONSULTANT will define the nature and extent of services within the scope of work of CONSULTING SERVICES so that the COMMISSION receives the services that the COMMISSION considers to



be the most needed to help it fulfill its duties and meet its goals within the allocated amount of money available to pay for the CONSULTING SERVICES. The COMMISSION may choose and direct the CONSULTANT to address some or all of the services described in Section I of this RFP, and may direct the CONSULTANT to address some of those services only superficially or briefly, while others in more depth and detail.

The COMMISSION expects the CONSULTANT to work with the COMMISSION, whether through the COMMISSION directly or through its chairs and staff, to define the breadth and depth of services provided to best meet the needs of the COMMISSION while keeping expenditures for those services within the budgeted amount. The COMMISSION reserves the right, in its sole discretion, to modify the nature and extent of services within the scope of work of CONSULTING SERVICES if the COMMISSION concludes that the breadth and depth of services provided by the CONSULTANT are such as to require an expenditure beyond the initial budgeted amount and if additional funds become available and a new compensation amount is successfully negotiated between the COMMISSION and the CONSULTANT. The COMMISSION cannot and does not make any representation, assurance, or guaranty whatsoever that any additional funds will be made available for this purpose or that the CONSULTANT will be asked to provide any services after the initial \$500,000 is expended.

III. TIMELINE OF RFP PROCESS

The following timeline (subject to change by addendum) will be followed with respect to this RFP:

1. RFP issuance date: July 14, 2016.
2. Deadline for submitting questions: 12:00 noon MDT on Friday, July 29, 2016.
3. Date by which the COMMISSION expects to issue an addendum or addenda to the RFP to answer questions submitted before the deadline described in Section III. 2 of this RFP: August 5, 2016.
4. RFP response submission deadline: 12:00 noon MDT on Friday, August 19, 2016.
5. Opening of Proposals: Friday, August 19, 2016, at approximately



12:10 p.m. MDT at the Office of Legislative Research and General Counsel, Utah State Capitol Complex, House Building, Suite W210, Salt Lake City, Utah.

IV. REQUEST FOR PROPOSALS GUIDELINES

1. SUBMISSION TIME, PLACE, AND MANNER

Proposals submitted in response to this RFP should NOT be submitted via BidSync.

An electronic copy in PDF format must be received by the RFP contact, Robert H. Rees, on or before 12:00 noon MDT on Friday, August 19, 2016. The electronic copy may be submitted by email to rrees@le.utah.gov (the email transmission, including attachments, is limited to 25MB per email, so if you send anything larger, you will need to break it into parts and send them separately) or may be provided on a disk or flash drive and delivered to the following address:

Attention: Robert H. Rees
Associate General Counsel
Office of Legislative Research and General Counsel
Utah State Capitol Complex, W210 House Building
PO Box 145210
Salt Lake City, Utah 84114-5210

The COMMISSION will not consider proposals received after 12:00 noon MDT on August 19, 2016.

2. RESPONDER INFORMATION

The first page of the proposal shall include the following information, in the following format:

- a. Title: "RFP for CONSULTING SERVICES, RFP No. PMDC 2016-01"
- b. RESPONDER Summary Information:
 - Name:
 - RFP Contact Person:
 - Address:
 - Telephone:
 - Fax:
 - Email:



Federal Tax ID Number:

3. EXECUTIVE SUMMARY

The second portion of the proposal shall contain a one- or two-page executive summary that briefly describes the RESPONDER's proposal. This summary shall serve to highlight the major features of the proposal. The reader should be able to determine the essence of the proposal by reading the executive summary.

The executive summary shall also describe any deviations or exceptions from the requirements, terms, and conditions of this RFP. In the absence of such a written description, the response shall be interpreted to agree to the requirements, terms, and conditions of this RFP and the RESPONDER shall be held liable for any deviations from the RFP. Deviations and exceptions claimed by a RESPONDER may result in rejection of a response on the grounds that the response is not responsive to the RFP.

4. DETAILED DESCRIPTION

The third portion of the proposal constitutes the main portion of the response and shall include the following:

- a. a complete narrative of the RESPONDER's assessment of the work to be performed, the RESPONDER's ability and approach, and the resources necessary to fulfill the requirements. This narrative shall demonstrate the RESPONDER's understanding of the overall performance expectations and clearly indicate all options and alternatives proposed, including how and the degree to which RESPONDER will complete the scope of work of the CONSULTING SERVICES within the budgeted amount;
- b. a description of the qualifications, including experience, education, training, and knowledge, of each individual that the RESPONDER will designate to provide the CONSULTING SERVICES;
- c. a list and description of previous projects completed by the RESPONDER that are similar in scope and scale to the CONSULTING SERVICES described in this RFP; and
- d. a certification indicating that neither the RESPONDER nor any of its principals are presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily



excluded from participation in this transaction or contract by any governmental entity. If the RESPONDER cannot certify this statement, the RESPONDER shall attach a written explanation indicating why the RESPONDER cannot certify this statement.

5. FEES AND EXPENSES

The proposal shall include detailed information on the hourly rates of all individuals expected to provide service as part of the CONSULTING SERVICES with a budget of how many hours are expected to be spent in the various activities within the scope of work under CONSULTING SERVICES. The proposal shall also include an estimate of all costs and expenses the RESPONDER expects to incur in providing the CONSULTING SERVICES. This information shall be provided in a document that is separate from the main part of the proposal. This information will not be scored or evaluated, but will be used during contract negotiations with the RESPONDER with the highest total combined score. This information will not be given to the evaluation committee.

6. RFP COMPLIANCE

The COMMISSION reserves the right to:

- a. reject a proposal on the grounds that it is not RESPONSIVE;
- b. reject a proposal on the grounds that it is submitted by a RESPONDER that is not RESPONSIBLE;
- c. request additional financial information, including audited financial statements, from a RESPONDER in case of a doubt or concern about whether a RESPONDER has sufficient financial resources to perform the contract; and
- d. waive minor, immaterial informalities or minor, immaterial technical errors in a proposal.

7. PROPOSALS ARE BINDING

All proposals are required to be signed by a person in authority to bind the RESPONDER to the response, the response cost, and the terms and conditions of the proposals. Proposals may not be withdrawn for a period of 60 days after the RFP due date. By submitting a proposal, the RESPONDER certifies that all information provided by the RESPONDER is true, complete, and accurate; that the RESPONDER is willing and able to provide the



CONSULTING SERVICES in the manner described in this RFP; that any costs or hourly rates quoted are correct; and that the costs quoted include all charges that will be required in relation to providing the CONSULTING SERVICES as described in this RFP.

8. RESPONDER'S RESPONSIBILITY

The successful RESPONDER is solely responsible for fulfilling the responsibilities under the terms and conditions of the contract resulting from this RFP.

V. OTHER REQUIREMENTS

1. The RESPONDER's name must appear on each page of the response. Erasures, cross-outs, alterations, corrections, or other changes must be initialed by the person who signs the response. The response must contain evidence that the person who signs the proposal is authorized to bind the RESPONDER in relation to the response.
2. By submitting a proposal in response to this RFP, RESPONDER is acknowledging that the requirements, scope of work, and evaluation process described in this RFP are fair, equitable, not unduly restrictive, understood, and agreed to. Any exceptions to the content of the RFP must be protested in writing before the RFP response submission deadline.
3. A proposal submitted in response to this RFP may not exceed 30 pages in length.

VI. EVALUATION AND CONTRACT

1. EVALUATION PROCESS

- a. Stage 1:
All proposals that are timely received will be reviewed. Proposals that are not RESPONSIVE and proposals from RESPONDERS who have not adequately demonstrated that they are RESPONSIBLE will be eliminated from further consideration.
- b. Stage 2:



The evaluation committee will evaluate proposals that are not eliminated in Stage 1 in accordance with the following criteria:

Points	Criteria
55	The qualifications, experience, and expertise of RESPONDER and all individuals who will work with or for RESPONDER to provide CONSULTING SERVICES; the demonstrated experience and expertise in providing services similar to the CONSULTING SERVICES sought through this RFP, including the quality and history of any similar or equivalent services provided and the experience with and results from a project of a similar nature that the RESPONDER has been involved in; the qualifications, expertise, and experience of RESPONDER and of the individuals RESPONDER identifies as those who will be directly involved in providing the CONSULTING SERVICES and of RESPONDER's abilities to provide the CONSULTING SERVICES.
45	The quality of the proposal submitted by RESPONDER and the degree to which it is likely to be effective in helping the COMMISSION fulfill its duties and meet its goals -- in particular, the degree to which the proposal provides the best value to the COMMISSION and the State. Included in this criterion is the quality of RESPONDER's narrative of the assessment of the work to be performed, RESPONDER's ability and approach, and the degree to which RESPONDER demonstrates an understanding of the scope of the challenge and opportunity this project presents and demonstrates an understanding of the overall performance expectations, as well as how RESPONDER will complete the scope of work of the CONSULTING SERVICES within the amount identified in Section II.



Proposals that receive a score lower than 65 will be eliminated from further consideration. Unless there are more than five proposals that receive a score of 65 or higher, all proposals that receive a score of 65 or higher will advance to Stage 3 for further consideration. If there are more than five proposals that receive a score of 65 or higher, only the five proposals with the highest scores will advance to Stage 3 for further consideration. Proposals that receive a score of 65 or higher but lower than the five highest-scoring proposals will be eliminated from further consideration.

c. Stage 3:

The evaluation committee will conduct interviews with each RESPONDER who submits a proposal that is not eliminated from further consideration in Stage 1 or Stage 2. In the sole discretion of the evaluation committee, an interview may be conducted remotely by electronic means. In advance of the interview, the evaluation committee may give RESPONDERS questions to respond to during the interview process. The proposal of a RESPONDER who is unable or unwilling to participate in an interview will be eliminated from further consideration.

The evaluation committee will evaluate proposals that are not eliminated in Stage 1 or Stage 2 in accordance with the following criteria:

Points	Criteria
40	The qualifications, experience, and expertise of RESPONDER and all individuals who will work with or for RESPONDER to provide CONSULTING SERVICES; the demonstrated experience and expertise in providing services similar to the CONSULTING SERVICES sought through this RFP, including the quality and history of any similar or equivalent services provided and the experience with and results from a project of a similar nature that the RESPONDER has been involved in; the qualifications, expertise, and experience of RESPONDER and of the individuals



RESPONDER identifies as those who will be directly involved in providing the CONSULTING SERVICES and of RESPONDER's abilities to provide the CONSULTING SERVICES.

- 35 The quality of the proposal submitted by RESPONDER and the degree to which it is likely to be effective in helping the COMMISSION fulfill its duties and meet its goals -- in particular, the degree to which the proposal provides the best value to the COMMISSION and the State. Included in this criterion is the quality of RESPONDER's narrative of the assessment of the work to be performed, RESPONDER's ability and approach, and the degree to which RESPONDER demonstrates an understanding of the scope of the challenge and opportunity this project presents and demonstrates an understanding of the overall performance expectations, as well as how RESPONDER will complete the scope of work of the CONSULTING SERVICES within the amount identified in Section II.
- 25 Quality of interview presentation, including, if applicable, responses to questions from the evaluation committee, with a focus on how the RESPONDER's proposal will provide the best value to the COMMISSION and the State.

2. UTAH PROCUREMENT CODE

All proposals will be evaluated in accordance with the requirements of Utah Code, Title 63G, Chapter 6a, Utah Procurement Code.

3. CONTRACT

- a. The contract will be tentatively awarded (pending successful contract negotiations) to the RESPONDER whose proposal receives the highest score in Stage 3, taking into consideration evaluation factors described in this RFP.
- b. The contract shall include the provisions of this RFP, including the standard terms and conditions included in Attachment A.



- c. The COMMISSION reserves the right to refuse to negotiate on exceptions if the COMMISSION determines that the exceptions are excessive or not in the interest of the state, or that negotiations could result in significant costs to the state or take a significant period of time.
- d. The COMMISSION reserves the right to review the contract on a regular basis in relation to performance and cost and may negotiate terms relating to cost and service during the term of the contract.
- e. All pricing shall be guaranteed for the entire term of the contract, including any extensions or amendments.

VII. REQUEST FOR PROPOSALS GENERAL INFORMATION

1. Under Utah Code Section 63C-17-104, the COMMISSION is charged with the responsibility, among other things, of evaluating, studying, and making recommendations concerning the future planning and development of an area in southern Salt Lake County and northern Utah County known as the Point of the Mountain, which includes the site of the current Utah State Prison. Utah Code Section 63C-17-104 requires the COMMISSION to:
 - a. study and develop strategies to engage the public and collaborate with stakeholders;
 - b. study and make recommendations regarding future transportation and infrastructure needs within the area; and
 - c. study and make recommendations regarding financing economic development of the area and regarding the infrastructure investment in the area.

2. In carrying out its study, the COMMISSION is required to consider the following objectives for the Point of the Mountain area and the state as a whole:
 - a. maximizing job creation;
 - b. ensuring a high quality of life for residents in and surrounding the Point of the Mountain area;
 - c. strategic residential and commercial growth;
 - d. preservation of natural lands and expansion of recreational opportunities;
 - e. provision of a variety of community and housing types that match workforce needs; and
 - f. planning for future transportation, infrastructure and other investments to enhance mobility and protect the environment.



3. The purpose of this RFP is to enter into an agreement with a qualified individual or firm or group of individuals or firms to provide expertise to help guide the COMMISSION as it discharges its statutory responsibilities. The COMMISSION seeks a highly qualified consultant or team of highly qualified consultants with a global perspective and sufficient experience and expertise to provide CONSULTING SERVICES to help the COMMISSION effectively carry out all aspects of the COMMISSION's responsibilities, including, as more fully described in Section I: public outreach and engagement and stakeholder collaboration; development of a core values statement, a vision statement, and a vision action plan; economic impact analysis; transportation and infrastructure planning; and public financing strategy.
4. The COMMISSION's goal is to formulate a strategy to maximize the opportunity provided by the development of the state-owned land that is the current site of the state prison and to incorporate that strategy into a wider vision for the entire Point of the Mountain area. This strategy will seek to identify and understand the needs and concerns of the stakeholders involved and to maximize benefits—including economic, quality of life, environmental, and other benefits—to these stakeholders, including taxpayers across the state, local communities, businesses, workers, and commuters. As a major landowner in the Point of the Mountain area, the state, through the COMMISSION, will study the possible uses for the state-owned land in the area. Because the development of the state-owned land will have an impact beyond that land, the COMMISSION will solicit community and stakeholder input to develop a shared vision for the site and the surrounding area and formulate a strategy for implementing that vision.
5. This RFP is designed to provide basic information sufficient to solicit proposals from qualified individuals or firms or groups of individuals or firms, but, except to the extent expressly provided otherwise, is not intended to limit a proposal's content or exclude any relevant, important, or essential information.
6. A RESPONDER from Utah will not be given a preference over a RESPONDER from outside of Utah.



VIII. RFP CONTACT

The Point of the Mountain Development Commission is the issuer of this RFP and any subsequent addenda to this RFP. Inquiries regarding this RFP should be directed, in writing by email, to:

Robert H. Rees
Associate General Counsel
Office of Legislative Research and General Counsel
Email: rrees@le.utah.gov

IX. QUESTIONS

Questions about or requests for clarification of the RFP must be submitted by email to Robert H. Rees at rrees@le.utah.gov on or before 12:00 noon MDT on Friday, July 29, 2016. The COMMISSION will provide responses to substantive questions and responses to requests for clarification in the form of an addendum to this RFP.

X. ADDENDA

1. All addenda to this RFP, including answers to questions provided by addendum, will be posted on the Utah Legislature's website at:

<http://le.utah.gov>

Click on “Publications” and then “Requests for Proposals and Legal Notices.”

2. Addenda and notifications of addenda are not required to be provided in any other manner. All RESPONDERS, potential RESPONDERS, and other interested persons are required to check the website on a regular basis in order to receive notice of or a copy of any addendum.
3. The COMMISSION may attempt, but is not required, to provide email notification of an addendum to any person who sends a request to receive notification to:
rrees@le.utah.gov



XI. DEFINITIONS

As used in this RFP:

1. “COMMISSION” means the Point of the Mountain Development Commission, created by Utah Code Section 63C-17-103.
2. “CONSULTANT” means the person whose proposal submitted in response to this RFP is selected for an award of a contract to provide CONSULTING SERVICES and who enters into a contract with the COMMISSION to provide CONSULTING SERVICES.
3. “CONSULTING SERVICES” means services for the purposes stated and in accordance with and as described in Sections I and VII.
4. “GOED” means the Governor’s Office of Economic Development, created in Utah Code Section 63N-1-201.
5. “LEGISLATURE” means:
 - a. the Utah Legislature, including the Utah House of Representatives and the Utah Senate;
 - b. the members, staff, and employees of the Utah State Legislature, the Utah House of Representatives, or the Utah Senate; and
 - c. staff offices of the Utah Legislature, the Utah House of Representatives, or the Utah Senate, and employees of those staff offices.
6. “MDT” means Mountain Daylight Time.
7. “RESPONDER” means a person who submits a proposal in response to this RFP and, in the case of the person who is awarded a contract pursuant to this RFP, includes the CONSULTANT.
8. “RESPONSIBLE” means being capable, in all respects, of:
 - a. meeting all the requirements of this RFP; and
 - b. fully performing all the requirements of the contract resulting from the RFP, including being financially solvent with sufficient financial resources to perform the contract.
9. “RESPONSIVE” means conforming in all material respects to the



requirements of this RFP.

10. "RFP" means this request for proposals issued by the COMMISSION, No. PMDC 2016-01.

XII. PROTECTED INFORMATION

Protection or disclosure of information submitted in response to this RFP is governed by applicable provisions of the Utah Code, including Title 63G, Chapter 2, Government Records Access and Management Act. A RESPONDER who desires to request protected status of any information submitted in the response must specifically identify the information that the RESPONDER desires to protect and the reasons that the information should be afforded protected status under the law. In making this request, the RESPONDER shall comply with the requirements of Utah Code Section 63G-2-305, Utah Code Section 63G-2-309, and all other applicable requirements of law. The COMMISSION's decision regarding the protected status of information shall be final and binding on the RESPONDER. Each RESPONDER shall indemnify, defend, and hold forever harmless the COMMISSION and the LEGISLATURE from any and all liability relating to the disclosure of information included in the RESPONDER's response to this RFP, even if the RESPONDER requested protected or other confidential status for the information. Attempts to designate an entire proposal, or large portions of a proposal, as protected will not be honored. Attempts to protect information relating to cost will also not be honored.

XIII. MODIFICATIONS TO, OR WITHDRAWAL OF, RESPONSE

A RESPONDER may modify or withdraw the RESPONDER's proposal, at any time before the closing date and time for submitting a proposal, by providing a written modification or a written statement withdrawing the proposal to the RFP contact. Modifications or letters of withdrawal received by the RFP contact after the closing date and time for submitting a proposal will be rejected as invalid. The version of a response to this RFP, as it exists at the closing date and time for submitting a proposal, will be binding on the RESPONDER.

XIV. COST OF RESPONDING TO RFP AND CONTRACT NEGOTIATIONS

1. All expenses relating to responding to this RFP, including preparing, submitting, and presenting a proposal, attending meetings or



interviews in relation to this RFP, discussions, and all travel, dining, lodging, and communication expenses will be borne by the RESPONDER. The COMMISSION assumes no liability for any costs incurred by a RESPONDER in responding to this RFP.

2. All expenses of the successful RESPONDER relating to conducting contract negotiations, including drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne by the RESPONDER. The COMMISSION assumes no liability for any costs incurred by a RESPONDER relating to contract negotiations.
3. RESPONDER will not bill for any effort that was expended or expense that was incurred prior to the time that the contract is signed by all parties.

XV. MISCELLANEOUS RESERVATION OF RIGHTS

The COMMISSION reserves the right not to award a contract to any of the RESPONDERS who respond to this RFP, to cancel this RFP at any time, or to issue a new RFP for the same or similar services.

XVI. RESTRICTIONS ON PUBLICITY

A successful RESPONDER may not, without the prior written approval of the COMMISSION, do any of the following:

1. Make any announcement regarding the award of the contract relating to this RFP.
2. Refer to the COMMISSION, the LEGISLATURE, or GOED, or use any data, pictures, or other representation of the COMMISSION, the LEGISLATURE, or GOED in its advertising, marketing, or other promotional efforts.

XVII. GOVERNING LAW

This RFP is subject to and shall be construed and governed according to the laws of the state of Utah, including Utah Code Title 63G, Chapter 6a, Utah Procurement Code.



ATTACHMENT A

STANDARD TERMS AND CONDITIONS

In addition to the terms and conditions included in the RFP, the following terms and conditions will be included in the agreement between the CONSULTANT and the COMMISSION:

1. TERMINATION

- 1.1. This AGREEMENT may be terminated for cause by CONSULTANT in advance of the specified termination date, upon the CONSULTANT giving written notice of the COMMISSION's default. The COMMISSION will be given (30) thirty working days after notification to correct and cease the violations, after which, if the violations are not corrected or ceased, the contract may be terminated for cause.
- 1.2. The COMMISSION may terminate this AGREEMENT at any time when the COMMISSION is not satisfied with the CONSULTANT or the CONSULTING SERVICES provided.
- 1.3. The following terms will survive termination of the AGREEMENT: (to be specified before the AGREEMENT is signed).

2. DEFAULT AND REMEDIES

If CONSULTANT breaches this AGREEMENT, the COMMISSION may do one or more of the following:

- 2.1. Exercise any remedy provided by law; or
- 2.2. Suspend CONSULTANT from receiving future bid/proposal solicitations.

3. INDEPENDENT CONTRACTOR RELATIONSHIP

- 3.1. CONSULTANT is an independent contractor and, except as expressly authorized by this AGREEMENT or by the COMMISSION, is not authorized, expressly or by implication, to bind the LEGISLATURE, the State of Utah, the COMMISSION, GOED, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE, the State of Utah, the COMMISSION, or GOED to any agreement,



settlement, liability, or understanding or to perform any act as agent for the LEGISLATURE, the State of Utah, the COMMISSION, GOED, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE, the State of Utah, the COMMISSION, or GOED.

3.2. Except as otherwise expressly provided in this AGREEMENT, CONSULTANT is solely responsible to pay for all of CONSULTANT's expenses and to pay each employee or subcontractor of CONSULTANT all salary, wages, payments, expenses, fees, taxes, costs, insurance, and benefits of any kind relating to an employee or subcontractor of CONSULTANT.

4. ASSIGNMENT PROHIBITED

CONSULTANT may not assign this AGREEMENT or any duty or benefit relating to this AGREEMENT without the prior written permission of the COMMISSION.

5. GOVERNING LAW

This AGREEMENT shall be construed in accordance with, and governed by, the laws of the State of Utah, without reference to principles governing choice or conflict of laws. The parties will submit to the jurisdiction of the courts of the State of Utah any dispute arising out of this AGREEMENT or the breach of this AGREEMENT. Venue shall be in Salt Lake City, Utah, in the Third Judicial District Court for Salt Lake County.

6. EQUAL OPPORTUNITY

CONSULTANT agrees to abide by the provisions of:

6.1. Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. Sec. 2000e), which prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin;

6.2. Executive Order 11246, as amended, which prohibits discrimination on the basis of sex;

6.3. 45 C.F.R. 90, which prohibits discrimination on the basis of age;

6.4. Section 504 of the Rehabilitation Act of 1973 or the Americans with



Disabilities Act of 1990, as applicable, which prohibit discrimination on the basis of disabilities; and

6.5. Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace.

7. INCORPORATION OF PROVISIONS OF RFP AND RESPONSE TO RFP

The provisions of the RFP, including all addenda to this RFP, and CONSULTANT's response to this RFP, are hereby incorporated into this AGREEMENT by reference. If any conflict exists between the RFP, CONSULTANT's response to this RFP, and this AGREEMENT, the terms and conditions of the following shall prevail in the following order of preference:

7.1. this AGREEMENT;

7.2. the RFP;

7.3. CONSULTANT's response to the RFP.

8. LAWS AND REGULATIONS

CONSULTANT and any and all hardware, software, supplies, services, equipment, and construction proposed or furnished under this AGREEMENT shall comply fully with all applicable federal and state laws and regulations.

9. PATENTS, COPYRIGHTS, ETC.

CONSULTANT releases and shall protect, indemnify, and hold harmless the COMMISSION, the LEGISLATURE, GOED, and the State of Utah from liability of any kind or nature relating to CONSULTANT's use or provision of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in the performance of this AGREEMENT.

10. RECORDS ADMINISTRATION

CONSULTANT shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to CONSULTANT for costs authorized by this AGREEMENT. CONSULTANT shall retain these



records for at least four years after the AGREEMENT terminates. CONSULTANT agrees to allow state and federal auditors and legislative staff access to all the records relating to this AGREEMENT, for audit, for inspection, and for the monitoring of services. Such access will be during normal business hours, or by appointment.

11.CONFLICT OF INTEREST

CONSULTANT certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the COMMISSION or the LEGISLATURE to secure favorable treatment with respect to being awarded this contract.

12.DEBARMENT

CONSULTANT certifies that neither CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this AGREEMENT by any governmental department or agency. CONSULTANT will notify the COMMISSION within 30 days if debarred by any governmental entity during the term of this AGREEMENT.

13.INDEMNITY CLAUSE

CONSULTANT releases, protects, defends, indemnifies, and holds harmless the COMMISSION, the LEGISLATURE, and GOED from and against any damage, cost, or liability, including reasonable attorney fees for any and all injuries to persons or property, or claims for money damages, arising from acts or omissions of the CONSULTANT and the CONSULTANT's employees, subcontractors, and volunteers.

14.NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this AGREEMENT, CONSULTANT acknowledges that the COMMISSION cannot contract for the payment of funds not yet appropriated. The COMMISSION may, without penalty or liability of any kind, terminate this AGREEMENT by providing 30 days' written notice to CONSULTANT that this AGREEMENT is terminated due to the non-appropriation of funds. If this AGREEMENT is terminated under this provision, the COMMISSION will pay all amounts due to CONSULTANT through the date of termination and will not be liable for any future commitments, penalties, or damages of any kind.



15.FORCE MAJEURE

Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war that is beyond that party's reasonable control. The COMMISSION may terminate this AGREEMENT after determining that such delay or default will prevent successful performance of the contract.

16.MERGER

This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter contained in this AGREEMENT. There are no covenants, terms, or conditions, express or implied, written or unwritten, that govern the subject matter of this AGREEMENT, except as expressly described in this AGREEMENT. This AGREEMENT supersedes all prior agreements between the parties relating to all or part of the subject matter contained in this AGREEMENT.

17.MODIFICATION OF AGREEMENT

This AGREEMENT may be modified only in a written document signed by the COMMISSION chairs (or such other person certified as having the authority to bind the COMMISSION), on behalf of the COMMISSION, and CONSULTANT's agent (or such other person certified as having the authority to bind CONSULTANT), on behalf of CONSULTANT.

18.AUTHORITY TO BIND

CONSULTANT and the person who signs this AGREEMENT on behalf of CONSULTANT represent that the person who signs this AGREEMENT has the authority to bind CONSULTANT, and does, by signing this AGREEMENT, bind CONSULTANT to the terms and conditions of this AGREEMENT.

19.PUBLIC INFORMATION

This AGREEMENT and documents relating to this AGREEMENT are subject to release in accordance with Utah Code, Title 63G, Chapter 2, Government Records Access and Management Act.



20. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this AGREEMENT is illegal and void does not affect the legality and enforceability of any other provision of this AGREEMENT, unless the provisions are mutually dependent.

