



Website:
www.cityofdhs.org

Address:
65950 Pierson Blvd
Desert Hot Springs, CA
92240

Phone:
760.329.6411

November 20, 2019

REQUEST FOR PROPOSAL

The City of Desert Hot Springs, hereinafter referred to as the City, is inviting proposals from qualified firm(s) (sometime "Consultant" or "Contractor") to provide nexus fee studies and updates to the City's Development Impact Fee Study and Master Facilities Plan. To be considered for this Professional Services Agreement ("PSA"), your firm must meet the qualifications and satisfy the requirements as stated in the Request for Proposal (RFP).

Time Schedule:

The following is the City's tentative schedule for the selection of a consulting firm:

1. Request for Proposal Dated November 20, 2019
2. **Deadline for filing RFP: January 9, 2020 no later than 4:00 p.m.**
(City Hall will be closed December 20, 2019 to January 1, 2020)
3. Staff Reviews Responses January 13-16, 2022
4. Award Contract February 4, 2020

Prior to 4:00 p.m., **on January 9, 2020** proposals shall be submitted to:

Jerryl Soriano, City Clerk,
65950 Pierson Blvd
Desert Hot Springs, CA 92240

All questions regarding this RFP must be in writing and directed to Geoffrey Buchheim, Finance Director at gbuchheim@cityofdhs.org. **Contact with City of Desert Hot Springs personnel or anyone other than those listed above regarding this RFP may be grounds for elimination from the selection process.**

Sincerely,

Geoffrey Buchheim
Finance Director

**CITY OF DESERT HOT SPRINGS
REQUEST FOR PROPOSAL
FOR A DEVELOPMENT IMPACT FEE STUDY UPDATE & MASTER FACILITIES PLAN
UPDATE**

PART I: SELECTION CRITERIA

A final PSA will be awarded to the Consultant who can best meet the requirements as specified; and provide the highest quality and cost-effective Development Impact Fee Study and Master Facilities Plan Update to the City, as determined by the City Staff/Council based on the following factors which are listed without implication of priority:

1. Information regarding the Consultant's experience and qualifications to successfully provide a Development Impact Fee Study and Master Facilities Plan Update.
2. The ability and willingness of the Consultant to meet all requirements as outlined in the scope of work (see Exhibit A).
3. Client references and an outline of any experience the Consultant has had in meeting the Development Impact Fee Study and Master Facilities Plan service needs of other governmental organizations, or any other organization. Resume of the firm's experience in/with municipal Development Impact Fee Study and Master Facilities Plan services, include the name, address and telephone number of client references that may be contacted. A brief description of each project explaining the service performed.
4. The thoroughness and conformity of the proposal package, and the cost to provide the service.
5. An estimate and compensation schedule on the scope of work as outlined in Exhibit A. The proposed fee schedule including estimated hours for each member of the consulting team and hourly billing rates. The City reserves the right to clarify and further define the scope of work and pricing.

PART II: INSTRUCTIONS, CONDITIONS, and LEGAL REQUIREMENTS

1. Consultant shall provide an email with attachment of the proposal.
2. The City of Desert Hot Springs has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).
3. The Consultant shall defend, indemnify, and hold the City of Desert Hot Springs, its officers, agents, volunteers, and employees free and harmless from all causes

of action or claims of damages arising out of or related to the Consultant performance under this contract.

4. The City reserves the right to negotiate terms and scope of work with the highest ranked Consultant. If an agreement cannot be negotiated the City reserves the right to negotiate with any other Consultant.
5. Consultant shall identify those services that will be out-sourced to a sub-Contractor. The Consultant will be responsible for verifying the qualifications and validity of all licenses or permits for any out-sourced work to sub-Contractors. The Consultant is also responsible for paying its employees and any sub-Contractors the Consultant hires.
6. Selected Consultant is required to comply with all existing State and Federal labor laws. Selected Consultant is also responsible for complying with all OSHA standards and requirements. If Consultant out-sources any work or job to a sub-Contractor, it will be the prime Consultant's responsibility to ensure that all sub-Contractors meet the requirements as stated in this RFP.
7. A PSA will be awarded to the most qualified Consultant. Although price is a prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified bid the provides the best value to the City. The determination of the most qualified and most competitively priced may involve all or some of the following factors: price, thoroughness of the qualification package, previous experience and performance; conformity to scope of work in Exhibit A; financial ability to fulfill the contract; ability to meet scope of work; terms of payment; compatibility; number of sub-Contractors the main Consultant may need to employ for out-sourced work; other costs; and other reasonable objectives and accountability factors. The City reserves the right to select a Consultant to perform all the work identified in the RFP, or only selected portions based on price and/or other factors.
8. Before execution of the contract, the selected Consultant is obligated to provide evidence of liability insurance to include: Worker's Compensation Insurance of \$1,000,000 per occurrence and, General Liability, Automobile Liability and Professional Liability insurance of \$2,000,000 per occurrence.
9. The successful Consultant shall be an independent consultant, and nothing shall be construed to cause the Consultant to be deemed or represent itself as an agent or employee of the City.
10. Any evidence of agreement or collusion among Consultants acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the qualification of such Consultants void.
11. The selected Consultant agrees to maintain a City of Desert Hot Springs Business License for the duration of the contract.
12. Consultant agrees that all service by the Consultant shall be to the satisfaction of authorized City personnel. In the event that the Consultant defaults on performance of any of these requirements, then the City Manager, in his sole

discretion, shall have the right to terminate this agreement upon thirty (30) days written notice delivered to the Consultant by certified mail or courier. Termination of the PSA will not relieve the Consultant of any liability to the City for damages sustained by the City because of any breach of PSA by the Consultant, and the City may withhold any payments to the Consultant until the exact amount of damages due the City from the Consultant is determined.

13. The term of the PSA shall commence upon execution by the City Council or authorized City representative and continue through a date to be determined. The City reserves the option to extend the PSA under the same terms and conditions for a maximum of two (2) additional one-year at current price levels.
14. The PSA between Consultant and the City is non-transferable. Consultant shall under no circumstances assign the agreement without written permission of the City. Consultant shall notify the City, in writing, of any change in ownership at least thirty (30) days prior to said change.
15. The standard form of the City's PSA is attached hereto as Exhibit B. The selected Consultant will be required to enter into this Agreement, in substantially the same form. By submitting a response, Consultant certifies to the City that he/she has reviewed the Specifications of the RFP and the terms of the PSA and has incorporated all direct and indirect costs of complying with the scope of work and the agreement into the response.
16. The City's terms for payment are net 30 upon receipt of invoice. Consultant shall submit invoices between the first and fifteenth business day of each month for services provided in the previous month. Payment shall be made by the City within thirty (30) days of receipt of each invoice as to all undisputed fees.
17. Prohibited Interest – No officer, or employee of the City of Desert Hot Springs shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-Contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Desert Hot Springs has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-Contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether such interest is prohibited by law or this Agreement.

PART III: GENERAL INFORMATION

1. Consultant is required to carefully and fully investigate all the requirements of this RFP. By submitting a response, Consultant represents and certifies to the City that such investigation has been completed and that it fully understands the scope of work.
2. The City reserves the right to reject any and all responses, if deemed necessary.
3. The City will not reimburse Consultants for any costs involved in the preparation and submission of response. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services.
4. The City reserves the right to request any Consultant submitting a response to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.
5. If any requirement listed in Exhibit "A" cannot be met by a Consultant, then the Consultant should submit a "No" response for the items affected. Alternate or equivalent items may be submitted for consideration by the City, unless otherwise specified.
6. All submitted qualifications and information included therein or attached thereto shall become public records upon PSA award.
7. Consultant is requested to provide any exceptions, additional information or suggestions that will aid in the City's selection process.
8. Any questions regarding this RFP should be referred in writing, to Geoffrey Buchheim, Finance Director, via email to gbuchheim@cityofdhs.org .

Exhibit A

RFP SPECIFICATIONS DEVELOPMENT IMPACT FEE STUDY UPDATE & MASTER FACILITIES PLAN UPDATE

CITY INFORMATION

The City will work with the consultant to conduct a comprehensive review of the City's Development Impact Fee Study and Master Facilities Plan with the goal of establishing a consistent and objectively based fee structure that meets the needs of the City and its citizenry.

The City of Desert Hot Springs is located at the northwestern end of the Coachella Valley geographic region between Highway 10 and Highway 62 in Riverside County. The City has a population of over 30,000. The City's Development Impact Fee and Master Facilities Plan was adopted in October 2008 and has not been updated since that time. In 2010, the City annexed approximately 4,000 acres into its City limits. The City is currently updating its General Plan and Housing Element and will conduct a Zoning Update in the near future. The City has a significant amount of vacant land that can be developed and needs to update its Development Impact Fee Study and Master Facilities Plan to reflect the development potential of the new territory added and other undeveloped land.

Public Facilities, equipment and infrastructure improvements currently addressed by the City's Development Impact Fees include:

- Law Enforcement Facilities, Vehicles and Equipment
- Fire Suppression Facilities, Vehicles and Equipment
- Circulation (streets, signals, bridges) Infrastructure
- Storm Drainage Collection Facilities
- General Facilities, Vehicles and Equipment
- Public Use Facilities
- Aquatics Center Facilities
- Park Land Acquisition and Park Facilities

Each of these categories was analyzed individually. In each case, the relationship between development and the need for facilities was quantified in a way that allows impact fees to be calculated for various categories of development. For each type of facility, a specific measurable attribute of development was used to represent the demand for additional capital facilities and equipment. The following briefly discusses the factors considered for each type of public facility for which Development Impact Fees are collected.

- Law Enforcement Facilities, Vehicles and Equipment – These are projects needed for the City's Police Department, including expansion of the Police Station and acquisition of additional communication equipment and vehicles.

- Fire Suppression Facilities, Vehicles and Equipment – The program includes facilities necessary to support the level of services provided by the City's County-assigned Fire Department Chief. This category contains the need for the City to contribute roughly 38% towards four new fire stations, administrative buildings and additional response vehicles.
- Circulation (streets, bridges, and signals) Infrastructure – These projects include future street widenings, additional traffic signals and possibly culverts and bridges.
- Storm Drainage Collection Facilities – This category includes the construction of new storm drain lines, channels and other facilities for the purposes of storm drainage.
- General Facilities, Vehicles and Equipment – This program provides for the completion and expansion of various City facilities, specialty equipment and vehicles.
- Public Use Facilities – This project includes the construction of community/recreation centers for classes, meetings and other general public uses.
- Aquatic Center Facilities – This category references the expansions of the pool and utility facilities necessary to maintain the existing standard of service.
- Park Land Acquisition and Park Facilities – The acquisition and development of new parks, the construction of recreational facilities for the City and improvement of existing underdeveloped parklands are accomplished through this program which also includes space acquisition.

SCOPE OF SERVICES

DEVELOPMENT IMPACT FEE STUDY UPDATE & MASTER FACILITIES PLAN UPDATE:

Prepare an update for the City's Development Impact Fee Study and Master Facilities Plan, which may include the following elements. If the consultant feels that additional tasks are warranted, they must clearly be identified in the consultant's proposal.

- A. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's Development Impact Fee Study and Master Facilities Plan to ensure that the updated study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the study.
- B. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations.

- C. Comply with the Mitigation Fee Act (California Government Code Section 66000 et seq., also known as Assembly Bill 1600) and any other applicable law.
- D. Report on other matters that come to your attention in the course of your evaluation that in your professional opinion the City should consider.
- E. Present the plan to the City's management group and make necessary adjustments as requested.
- F. Take into consideration the recommendations from local associations while updating the Development Impact Fee Study.
- G. If called upon to do so, prepare and deliver presentations to the Council to facilitate their understanding of the plan and its implications to the City.
- H. Prepare a final report and provide five bound copies, one unbound copy, and a single Microsoft Word and PDF file of the updated Development Impact Fee Study and Master Facilities Plan that can be made available to City staff. Models, tables and graphs should be provided in Microsoft Excel as deemed appropriate.
- I. Consult with City staff should the need arise to defend the Development Impact Fee Study and Master Facilities Plan as a result of audits or other challenges.

QUALIFICATIONS:

- § Describe your firm's focus business.
- § Describe your firm's experience with respect to the scope of services requested above.
- § Describe your firm's unique qualifications that set your firm apart from others.
- § Provide a list of other agencies for whom you provide similar services preferably in Riverside County. Include contact information for at least three agencies for reference contact.
- § Identify the consultant in charge of each service area for this proposal. Also, identify the individual(s) who will be working on day-to-day activities with staff. Briefly describe the individuals' experience.
- § List any sub-consultant that may potentially be used on this project along with the specific tasks they might perform, years of experience regarding specific tasks, and a description of their experience.
- § List any other duties, tasks or assignments that you might perform under this PSA that are not listed in the scope above.

SAMPLE REPORTS:

Please include samples of the following reports as prepared by your company:

- § Updated Development Impact Fee Study
- § Updated Master Facilities Plan
- § Timeline for meeting and completion of work product
- § Timeline for the presentation to City Council for a study session and a and agenized meeting.

FEE SCHEDULE

The City is seeking one firm who can provide all the services requested in the proposal. Individual services will be considered separately if warranted based on all factors.

Please state any one-time fees there would be to start-up services for the City.