



TOWN OF ALTA

REQUEST FOR PROPOSAL:

CIVIL CODE ENFORCEMENT ADMINISTRATIVE LAW JUDGE

**NOTICE
REQUEST FOR PROPOSALS**

PROJECT NAME: Civil Code Enforcement Administrative Law Judge Services

PROPOSALS DUE BY: 7/31/2026

RFP AVAILABLE: 7/10/2026

PROJECT LOCATION: Alta, UT

PROJECT DESCRIPTION: Qualified attorneys are invited to submit a proposal to the Town of Alta to provide independent Administrative Law Judge (ALJ) services for the Town's civil code enforcement program, including disputes involving alleged violations of the Town's civil code enforcement actions.

OWNER: THE TOWN OF ALTA

Town of Alta reserves the right to reject any or all proposals received. Furthermore, the Town shall have the right to waive any informality or technicality in proposals received when in the best interest of the Town.

I. Introduction and Overview

The Town of Alta ("Town" or "the Town") is a unique municipality in a unique environment. Almost 80 percent of the land area within the Town's municipal boundary is owned and managed by the USDA Forest Service and within Alta Ski Area's special use permit, and the Town regulates land use and development on the rest of the land area in the Town. While the Town is not the land use authority on projects on USFS land, it does apply building codes and regulate building permits on all land within its boundary including public lands. The Town of Alta is within a protected culinary watershed and development and other activities are subject to watershed regulations applied by Salt Lake County Health Department and Salt Lake City Public Utilities. The Utah Department of Transportation owns the only public roads in The Town of Alta. Nevertheless, the Town is a relatively full-service municipality, with its own police department, culinary water and wastewater collection systems, animal and business licensing, and many other services including planning, zoning, and building permitting. The Town employs

14 full-time staff members, mostly in its police department, as well as various part-time and seasonal employees and contractors.

This Request for Proposal (RFP) will assist the Town in selecting an experienced ALJ. The ALJ will serve as a neutral hearing officer to adjudicate contested matters in accordance with applicable Town ordinances, adopted building codes, due process requirements, and Utah law. This RFP is part of a competitive procurement process.

II. Scope of Services

The Town seeks a qualified, impartial decision-maker with experience in municipal code enforcement, land use and building regulation, evidentiary hearings, and written administrative decisions. The Town intends for these services to support fair, efficient, and legally defensible resolution of enforcement disputes while preserving the Town's ability to pursue compliance through all remedies authorized by law. The selected ALJ shall provide professional services that may include, but are not limited to, the following:

1. Conduct impartial administrative hearings relating to appeals of notices of violation, civil citations, stop work orders, correction orders, administrative compliance orders, permit-related enforcement actions, and other civil enforcement matters authorized by the Alta Town Code. Topics may include violations of building and construction codes, land use and zoning regulations, parking and animal control regulations, and other topics.
2. Administer oaths, manage hearing procedures, rule on evidentiary issues, receive testimony and documentary evidence, and maintain orderly proceedings consistent with due process.
3. Issue written findings of fact, conclusions, rulings, and final decisions within timeframes established by contract or Town ordinance.
4. Prepare a clear administrative record sufficient to support internal review and any judicial review authorized by law.
5. Coordinate hearing scheduling and procedural requirements with Town staff while maintaining decisional independence.
6. Conduct hearings in person, remotely, or in a hybrid format, as directed by the Town and permitted by law.
7. Provide limited procedural guidance to Town staff regarding hearing logistics, notices, record preparation, and hearing forms, provided such assistance does not compromise neutrality.
8. Maintain confidentiality and avoid conflicts of interest in all matters.
9. Perform related professional services reasonably necessary to carry out the ALJ function under the Town's civil code enforcement and building code enforcement framework.

a. Illustrative Matter Types

- Appeals or contests of civil code enforcement citations and notices.
- Disputes involving alleged construction without permit, work beyond permit scope, failure to obtain required inspections, or failure to comply with approved plans.
- Disputes involving correction notices, stop work directives, occupancy-related violations, and unsafe or noncompliant construction conditions.
- Cases involving continuing violations, deadlines for corrective action, and administrative penalties or cost recovery where authorized.
- Other municipal code enforcement disputes assigned by the Town that fall within the lawful authority of the ALJ.

III. Minimum Qualifications and Preferred Experience

1. Active license to practice law in Utah, in good standing.
2. Demonstrated experience serving as an ALJ, hearing officer, municipal prosecutor, municipal attorney, land use attorney, building code attorney, or in a substantially similar adjudicative or quasi-judicial role.
3. Working knowledge of Utah municipal law, administrative law principles, due process requirements, and evidentiary practices applicable to administrative hearings.
4. Experience interpreting and applying municipal ordinances, construction codes, permitting requirements, and enforcement procedures.
5. Ability to prepare timely, well-reasoned written decisions and maintain a defensible administrative record.
6. Availability to conduct hearings on an as-needed basis and manage matters in a timely manner.
7. Freedom from actual or apparent conflicts of interest involving the Town, its officials, staff, contractors, or recurring parties likely to appear before the ALJ.

IV. Proposal Requirements

Each proposal should be clear, concise, and organized, and should include at minimum the following information:

1. **Cover Letter.** A brief statement of interest signed by the proposer or authorized representative.

2. **Attorney Profile.** Description of the bidder, office location, and primary contact information.
3. **Relevant Experience.** Summary of experience with municipal code enforcement, civil administrative hearings, building code disputes, land use matters, and written adjudicative decisions.
4. **Approach and Methodology.** Description of the bidder's approach to managing hearings, scheduling, procedural fairness, remote hearing capability, decision timelines, recordkeeping, and conflict screening.
5. **Sample Work Product.** At least one redacted sample of a written administrative decision, hearing officer order, or comparable adjudicative writing.
6. **References.** Contact information for at least three public-sector or comparable clients for whom similar services have been provided.
7. **Fee Proposal.** Proposed fee structure, including hourly rates, per-hearing rates, minimum billing increments, travel charges if any, document review charges if any, and any other reimbursable expenses. Please note there may be a maximum amount of hours/pricing. Mileage reimbursement from travel to and from the Town of Alta shall be specified in the service agreement.
8. **Conflicts Disclosure.** Statement identifying any actual, potential, or perceived conflicts of interest, including current or recent representation adverse to municipalities, developers, contractors, or property owners in matters likely to arise before the Town.
9. **Exceptions.** Identification of any requested exceptions to the Town's proposed contract terms or insurance requirements.

The Town reserves the right to reject any and all proposals for any reason. Proposals lacking required information or otherwise not in compliance with this RFP will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. Price may not be the sole deciding factor.

V. Selection Timeline

The following schedule is the anticipated timeline for the project.

1. RFP Advertised on or before: July 10, 2026.
2. Questions will be accepted via email to brooke@townofalta.utah.gov by July 22, 2026 at 4:00 PM. All questions and responses will be posted to our website: (<https://townofalta.utah.gov/request-for-proposals/>) on or before July 23, 2026 at 4:00 PM.

3. Proposals due: July 31, 2026 at 4:00 PM.
4. Evaluation and Selection on or before: August 28, 2026.

VI. Evaluation Criteria

Award may not be made to the highest-scoring vendor but to the proposal determined to be the most advantageous. Cost is not the sole determining factor.

Proposals will be evaluated on the following criteria and approach:

1. Scoring Methodology:
 - a. Five Points (Excellent).
 - b. Four Points (Very Good).
 - c. Three Points (Good).
 - d. Two Points (Fair).
 - e. One Point (Poor).
 - f. Zero Points (Absent).
2. Scoring Process:
 - a. Phase 1: Technical Score (70 points available) – only proposals scoring a minimum of 55 points will proceed to phase 2.
 - b. Phase 2: Interviews (10 points available) – Only proposals scoring a minimum of 75 points plus interview points will proceed to phase 3. Oral interviews will discuss vendor qualifications, project understanding, and experience as described in their proposal.
 - c. Phase 3: Cost Score (20 cost points available).
3. Weighting:
 - a. Each scored line item will be multiplied by weighted importance factors as shown. The scoring will be multiplied by the weighted importance factor to give the total points for that line item.
 - b. The vendor with the lowest price receives 100% of the cost points.
 - c. Other vendors receive a portion of the points based on how much higher their price is than the lowest price.
 - d. Vendors with a price more than double the lowest price received not points.

- e. The formula to compute cost points is: $\text{Cost Points} \times (\text{Lowest Proposed Price} / \text{Proposed Price})$.

Technical Scoring:

Points Possible	Weighted Factor	Maximum Possible Points	Criteria
5	6	30	Qualifications (Phase 1): Demonstrated qualification and competence of the bidder personnel (experience, past performance, and reputation).
5	4	20	Project Understanding (Phase 1): Bidder's understanding of and responsiveness to the Scope of Work.
5	4	20	Experience (Phase 1): Demonstrated past experience with similar projects for similar clients
5	2	10	Interview (Phase 2): Other factors deemed necessary or advantageous by the Town.
		80	Total Possible Points

Cost Scoring:

Points Possible	Weighted Factor	Maximum Possible Points	Criteria
10	2	20	Cost: Points awarded based on formula described above
		20	Total Possible Points

The evaluation committee will tally the final scores for criteria to arrive at a consensus score. A higher technical or cost score does not automatically guarantee contract award.

The Town of Alta reserves the right, without qualification, to:

1. Select any respondent's qualifications and engage in written or oral communication, such as conducting interviews, with any or all respondents when such an action is considered in the Town's best interest.

2. Select any respondent based on the initial submission received and after detailed discussions or contract negotiations.
3. Select the respondent that is determined to be the most advantageous to the Town, considering cost and the evaluation factors.
4. Reject any qualifications submitted by respondents in whole or in part when it is in the best interests of the Town.
5. Waive minor defects as the Town deems appropriate and when it is in the best interests of the Town.
6. Each Proposal submitted shall be valid for one hundred and eighty (180) days.
7. The Town shall not be liable for any losses incurred by respondents submitting proposals.

VII. Town of Alta Standard Service Provider Agreement:

1. The awarded ALJ will be required to enter into the Town of Alta's Professional Service Agreement in its current form. A draft of the agreement is attached to this RFP as Appendix A.
2. The ALJ shall serve as an independent contractor and not as an employee of the Town.
3. The selected proposer must maintain all licenses required to perform the services and comply with all applicable federal, state, and local laws.
4. The selected proposer may be required to maintain professional liability insurance and any other insurance reasonably required by the Town.
5. Compensation shall be based on the fee proposal accepted by the Town and incorporated into the final agreement.
6. The Town reserves the right to request additional information, interview proposers, negotiate scope and fees, request best and final offers, and reject any or all proposals.
7. The Town may terminate negotiations with any proposer and may award a contract in the Town's best interest.
8. The selected proposer shall avoid ex parte communications concerning the merits of pending matters except as authorized for scheduling or administrative purposes.
9. Ownership, retention, and transmission of hearing records, recordings, exhibits, and decisions shall be governed by the contract, Town policy, and applicable law.

VIII. Information to be Submitted

To be considered, all proposals must comply with the following:

1. All proposals will be received via email to Brooke Boone at brooke@townofalta.utah.gov.
2. Total file size smaller than 20 MB and fewer than 20 pages.
3. Formatted for printing on 8.5"x11" paper.
4. Proposals must be submitted by: July 31, 2026 at 4:00 PM.

EXHIBIT A

SERVICES AGREEMENT (DRAFT)

TOWN OF ALTA

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20__ between the Town of Alta, a Utah municipal corporation, (“Town”), and XXX a Utah Limited Liability Corporation (“Service Provider ”), and collectively, the “Parties.”

RECITALS:

- A. WHEREAS, Town desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;
- B. WHEREAS, Service Provider has experience in providing such services.
- C. WHEREAS, Town does not have sufficient resources to provide such services; and
- D. WHEREAS, Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the “Scope of Services” attached hereto as “Exhibit A” and incorporated herein (the “Project”).

2. FEES FOR SERVICES.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services. Service Provider shall provide an invoice for services rendered during that period. Town shall make payment to the Service Provider within thirty (30) days thereafter. No payment shall be made for any service rendered by Service Provider except for services identified and set forth in this Agreement. For all “extra” work Town requires and is approved by Town, Town shall pay Service Provider at a rate as outlined in Service Provider’s proposal.
- B. Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

- C. Service Provider acknowledges that the continuation of this Agreement after the end of the Town's fiscal year is specifically subject to the Town Council's approval of the annual budget.

3. TERM.

The term of this Agreement shall commence on [XXXXXXXX] and shall terminate on [XXX, 20XX] unless earlier terminated in accordance with the Termination Section below, subject to an annual evaluation by the Town of Alta. This agreement may be renewed upon mutual written consent of the Parties.

4. RECORDS AND INSPECTIONS.

- A. Service Provider shall maintain records, documents, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- B. The Town is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The Town will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the Town related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, or representative of Service Provider shall be deemed to be an employee, agent, or representative of Town for any purpose, and the employees of Service Provider are not entitled to any of the benefits Town provides for its employees. Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of Town and

shall be subject to Town's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The Town may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that/those individuals(s) on other non-Town related projects.

7. HOLD HARMLESS INDEMNIFICATION.

8. INSURANCE.

Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Service Provider, their agents, representatives, employees, or subcontractors. Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.
- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit or a valid waiver of workers' compensation coverage as permitted under Utah Code § 34A-2-1001 et seq.
- E. Town shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of Service Provider and a copy of the endorsement naming Town as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to Town within thirty (30) days of cancellation. Town reserves the right to request certified copies of any required policies.
- F. Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by Town shall remain in the name of Town and Town shall become the owner of the work product and other documents, if any, prepared by Service Provider pursuant to this Agreement.

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services including but not limited to the status verify system requirements, also known as E-Verify, for contractors and the physical performance of services within Utah as required by Utah Code Ann. § 63G-12-101 et seq.
- B. Service Provider shall be solely responsible to Town for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed in a professional manner, substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. ASSIGNMENTS/SUBCONTRACTING.

Service Provider shall not assign or delegate its performance under this Agreement or any portion of this Agreement without the written consent of Town. Town reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of Town, as required by this part, shall be deemed null and void.

12. CHANGES/AMENDMENTS.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

13. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO TOWN EMPLOYEES.

- A. No member, officer, or employee of Town shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Nothing herein is intended to confer rights of any kind in any third party. No Town employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with Town.
- B. Service Provider agrees that it is not, and during the term of this Agreement shall not be, engaged or employed in any business, trade, profession, or other activity that would create a conflict of interest with Alta. If any actual or potential conflict arises during the term of this

Agreement, Service Provider shall immediately notify Alta in writing. Service Provider shall attempt to avoid all conflicts of interest with other clients or employers. Service Provider represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of Alta to secure favorable treatment with respect to being awarded this Agreement. Service Provider shall comply in all respects with the Utah Municipal Officers' and Employees' Ethics Act (Utah Code § 10-3-1301 et seq).

14. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Service Provider shall promptly submit a termination claim to Town. If Service Provider has any property in its possession belonging to Town, Service Provider will account for the same, and dispose of it in a manner directed by Town.
- B. If Service Provider fails to perform in the manner called for in this Agreement, or if Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, Town may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on Service Provider setting forth the manner in which Service Provider is in default. Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

15. NOTICE.

Notice provided for in this Agreement shall be sent by email or certified mail to the addresses designated for the Parties as set forth below. If a party sending an email notice receives a machine-generated message that delivery has failed, for that notice to be valid, the sender must send the Notice by certified mail. Notice is effective upon the date it was sent, except that a notice of termination pursuant failure to comply with this Agreement is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

Town:	Town of Alta Attn: Chris Cawley, Town Manager PO Box 8016 Alta, Utah 84092 ccawley@townofalta.utah.gov
With a copy to:	Polly McLean, Esq. Peak Law 395 Crestview Drive Park City, UT 84098

	Polly@Peaklaw.net
Service Provider:	XXX XXX XXX XXX

16. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

17. JURISDICTION, VENUE AND APPLICABLE LAW.

Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided in the Third Judicial District Court in and for Salt Lake County. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Utah.

18. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

19. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first written above.

TOWN OF ALTA

Chris Cawley, Town Manager

Attest:

Jen Clancy, Town Clerk

Approved as to Form:

Polly McLean, Town Attorney

Service Provider: **XX**

Signature

Name

Title

Exhibit A Scope of Services

Exhibit B Schedule of Hourly Fees