



City Hall, 1st Floor
149 Church Street
Burlington, VT 05401

www.burlingtonvt.gov/cityplanning

Request for Proposals (RFP) for Professional Services

Impact Fee Study and Fee Schedule Update

The City of Burlington, Vermont is seeking the services of a qualified professional(s) or firm(s) to review and provide recommendations for an update to the City's Impact Fees and regulations.

Date of Issue: September 27, 2022

Proposal Deadline: October 24, 2022, 5:00 pm

Questions RE RFP Due: October 7, 5:00pm

Answers Posted: October 12, 2022

Questions & Submissions submitted to:

Meagan Tuttle, AICP, Director, Office of City Planning

mtuttle@burlingtonvt.gov

RFP & Answers Online at: <https://www.burlingtonvt.gov/RFP/impact-fee-study>

I. Background

The City of Burlington is Vermont's largest city, and an important regional economic center for northwestern Vermont and northern New York. Burlington is home to 44,743 residents (2020 Census) and approximately 10,000 commuters, as well as the University of Vermont and its affiliated academic medical center. Burlington serves as the urban core of Chittenden County (2020 pop. approx. 168,000) and the Burlington-South Burlington Metropolitan Statistical Area (2020 pop. approx. 221,000).

Impact fees (enabled under 24 V.S.A. Chapter 31) were first adopted by the City in October 1992. At that time, an Impact Fee Study was prepared to determine the current fee schedule for certain municipal services, including: Traffic (intersection improvements only), Fire, Police, Parks, Library, and Schools. Impact fees for these services are assessed through the City's development review process under the [Burlington Comprehensive Development Ordinance](#) and rates are [adjusted annually](#) to account for inflation.

The City is seeking to undertake a complete review and revision to its Impact Fee Assessment Study to analyze the overall structure, growth and infrastructure capacity assumptions, costs, and current impact fee categories. The City has been awarded PL Funding through the Chittenden County Regional Planning Commission (CCRPC) to develop the City's base growth assumptions and to evaluate and make recommendations on transportation-related fees associated with this project. The City and the CCRPC have advanced a scope of work with a consultant ("the CCRPC's Consultant") currently under retainer. The City is seeking the services of a qualified professional or firm ("the City's Consultant") to complete the remaining fire, police, parks, library, and school portions of this impact fee study based on the same set of growth assumptions used for the transportation fees.

It is anticipated that this study will inform and be coordinated with other studies involving the range of fees imposed on new developments in order to consider the cumulative effect on the high priority goal of realizing additional market rate and affordable housing developments in the city. In particular, the Water Division of the City's Department of Public Works has been working with a financial consultant to evaluate the possibility of connection charges, fees, or other cost recovery opportunities associated with providing city-owned water and wastewater services. The City will also work with a consultant to complete a citywide transportation demand management options study, which is anticipated to include recommendations for regulatory and non-regulatory models for TDM and concepts for how to fund such programs.

II. Scope of Work, Responsibilities, and Project Timeline

General Responsibilities

The City's Consultant will be working under the direction of the Office of City Planning, and in close coordination with the CCRPC and CCRPC's Consultant throughout the development of the project. It is anticipated that the City will manage public involvement associated with the development of and revisions to its impact fee systems. The City will author the impact fee ordinance and any required amendments to the *Comprehensive Development Ordinance* in order to implement recommendations of the City Consultant and/or CCRPC Consultant for final approval by the Burlington City Council.

The City Consultant will be responsible for development of a nexus study as the technical resource and documentation to support the implementation of each municipal service areas' proposed revised impact fees. This shall include recommended impact fee rates on a per-square-foot or other rational basis, impact fee methodologies and documentation to support the impact fee systems, and any associated changes to City ordinances for consideration and further drafting by City staff.

The City Consultant is expected to collaborate with other relevant City departments in order to gather and synthesize relevant information regarding service standards, capital plans, and anticipated needs for the impact fees for the service areas within its scope. The City Consultant is expected to collaborate with and utilize the growth assumptions created by and used for the CCRPC Consultant's transportation fee analysis. The City Consultant will be expected to participate in public involvement associated with the development of the revised impact fee system as needed.

Scope of Work

A breakdown of anticipated tasks and responsibilities is outlined below. The City may negotiate additional services as needed.

- **Task 1: Review forecasted growth assumptions**
 - Preparation of growth assumptions is not anticipated to be part of this RFP. Growth forecasts will be prepared by the CCRPC Consultant and provided to the City Consultant. The City Consultant is expected to utilize these assumptions as the basis for analyzing service areas within its scope, except where separate service-specific growth assumptions/factors are needed to complete the required analyses in Tasks 2 and 3.
- **Task 2: Establish area service standards**
 - City Consultant establish standards for fire, police, library, parks, and schools
 - Transportation service standards are not part of this RFP. These will be prepared by the CCRPC Consultant.
- **Task 3: Evaluate forecasted growth impacts on service area infrastructure needs**
 - City Consultant evaluate impacts and needs for fire, police, library, parks, and schools
 - Transportation impacts and needs are not part of this RFP. These will be prepared by the CCRPC Consultant.
- **Task 4: Establish base fees, applicable credits and recommended incentives, and net fees:**
 - City Consultant provide recommendations for fire, police, library, parks, and schools as well as information about comparable fees in peer cities.
 - Transportation fees are not part of this RFP. These will be prepared by the CCRPC Consultant.
 - Coordinate recommendations for net fees with the CCRPC Consultant in order to evaluate order of magnitude of cumulative fees.
 - Coordinate recommendations with City's Water Department for consideration in the context of any possible new water-specific fees.
- **Task 5: Ordinance revision recommendations**
 - City Consultant work with City, CCRPC, and CCRPC Consultant to recommend ordinance revisions to implement recommended impact fee updates
- **Task 6: Draft revised ordinance**
 - Preparation of specific ordinance language is not part of this RFP. It is anticipated to be the responsibility of the City.

Anticipated Project Timeline

The CCRPC's Consultant is currently developing the growth assumptions outlined in Task 1 above, and is anticipated to have these complete in fall of 2022. The City desires the City Consultant to begin applicable work in Tasks 2 as soon as these growth assumptions are available, or as soon as is feasible upon execution of a contract.

The City anticipates that the CCRPC's Consultant will complete work associated with Tasks 2 through 5 by October 2023. The City desires the City Consultant to complete applicable work in Tasks 2 through 5 on generally the same schedule, but by December 2023 at the latest.

III. Submission Requirements

Proposal Contents

Responses to this RFP must contain each of the following:

- **A cover letter expressing the firm's/professional's interest** in working with the City, identification of the principal individual(s) that will provide the requested services, and acknowledgement that its work will be based on Forecasted Growth Assumptions developed by CCRPC's Consultant, except where required for service-specific analyses.
- **A Technical Proposal, up to a max. of 15 pages, consisting of:**
 - A description of the approach to be taken toward completion of the project, and any insights into the project gained as a result of developing the proposal.
 - A scope of work including any products or deliverables resulting from each task. The response should explicitly distinguish between areas where the firm will have lead responsibility and areas where the firm anticipates supporting City staff responsibilities.
 - An identified project manager and individuals that will be committed to this project and their professional qualifications. This should include the names and qualifications of any sub-consultants.
 - A summary of estimated labor hours that clearly identifies the project team members and the number of hours performed by task;
 - A description of relevant experience and identification of prior, successfully completed impact fee projects, including a brief project description and a contact. Proposals may include links to materials or samples that demonstrate the team's capabilities related to the scope of work in this RFP.
 - A proposed schedule that indicates project milestones and overall time for completion, including how soon the firm would be able to begin work if selected.
 - A minimum of three (3) professional references, including name, title, phone number, and email.
- **A Cost Proposal consisting of:**
 - A maximum not-to-exceed cost including an itemized schedule of all expenses, including both labor and direct expenses, by task. If the use of sub-consultants is proposed, a separate schedule of expenses must be provided for each sub-consultant.
 - Rates for additional professional services in the event that the City requests any additional services to supplement services requested in this RFP or to perform additional work resulting from the firm's recommendations in Tasks outlined above.

Submittal Deadline & Contact

All responses to this RFP **must be received by 5:00 pm on October 24, 2022** in order to be considered. Proposals must be submitted in digital format (PDF) via email to the contact listed on the first page of this RFP. Applicants will receive a confirmation email once the proposal has been received. Please ensure that the document is easily printable by use standard page formats of 8.5" x 11" and/or 11" x 17".

IV. Selection Process and Criteria

Selection Process and Schedule

Responses to this RFP will be reviewed and ranked by the City based on the weighted evaluation criteria below. The City may short-list the highest scoring responses. Proposers may be requested to furnish additional information during the selection process.

The City may schedule interviews with a firm or firms. Interviews will be up to one- and one-half hour sessions where firms will have an opportunity to discuss the firm's proposal and ask questions of the City. Any interviews will be ranked on the same weighted evaluation criteria above. It is anticipated that any interviews will take place within the first two weeks of November 2022.

Upon review of proposals and any applicable interviews, the top-ranked firm will be submitted to the City's Chief Administrative Officer with all supporting documentation prior to commencement of any contract negotiations. The selected firm will be invited to engage with the City in negotiations leading to a final scope of work, budget, timeline, and related contractual obligations.

Prior to execution of a final contract, the City must receive approval for the agreed upon maximum limiting amount by the City's Board of Finance and/or City Council as applicable. No proposal will be considered accepted until all necessary City authorizations have been received and an agreement is executed by both parties.

Selection of the City Consultant is expected to be complete in November 2022, with final contracting and project commencement anticipated in December 2022.

Selection Criteria

In reviewing proposals and/or presentations during any interviews, the City will use the following:

Review Criteria	Weight	Max Points	Weighted Points
Overall quality of the Proposal	5	5	25
Qualifications/Expertise of Consultant/Team	4	5	20
Experience on similar projects	4	5	20
Ability to meet Project Schedule	3	5	15
Understanding of the Project	2	5	10
Proposal Cost	2	5	10
TOTAL			100

V. Exhibits

Contract documents for selected firm(s) will include this RFP, the firm's final proposal, and all standard exhibits, which should be reviewed prior to submitting a proposal. Sample contract documents can be found at: <https://www.burlingtonvt.gov/RFP/Documents>.

VI. Contracting

The Consultant, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Burlington Consultant Conditions (see link in Item V above). The certificate of insurance coverage shall be documented on forms acceptable to the City.

VII. Agreement Requirements

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Contract Conditions and the Draft Standard Contract Agreement (see link in Item V above).

VIII. Limitations Of Liability

The City assumes no responsibility or liability for the response to this Request for Proposals.

IX. Costs Associated with Proposal

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

X. Indemnification

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

XI. Rejection of Proposals

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XII. Ownership of Documents

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XIII. Duty to Inform City of Contract Document Errors

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any contract documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Consultant shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the consultant may proceed without any modification being made to the bid or contract documents.

XIV. Public Records

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a

convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XV. Public Health Emergencies

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Consultants shall consider public health emergencies as they develop project schedules and advance the work. The City may require a public health emergency plan be submitted as part of the contract. This plan will contain:

- 1) Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies (see Draft Standard Contract, Sections 15 linked in Item V above);
- 2) A schedule for possible updates to the plan in advance of the start of work (see Draft Standard Contract, Sections 15 linked in Item V above); and
- 3) Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid, will retain the right to inspect all work to ensure compliance with health and safety standards, and may at any time require the consultant to stop work because of the emergency.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.