

**REQUEST FOR PROPOSAL  
CAPITAL FACILITIES AND EQUIPMENT IMPACT FEE  
ORDINANCE – UPDATE AND REVIEW**

for the

**Town of St. Albans, Franklin County, Vermont**

March 1, 2017

**Important Dates**

Pre-submittal questions due - 3:00 PM March 24, 2017

Proposal Due Date - 3:00 PM March 31, 2017

Interviews - April 7, 2017

Projected Start Date - April 14, 2017

Projected Completion Date - December 1, 2017

**Contact**

Ned Connell

Director of Administration

Town of St. Albans

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St. Albans Bay, VT. 05481

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## **I. OVERVIEW**

The Town of St. Albans is requesting proposals from qualified consultant firm/group/teams to assist the Town in updating its current *Capital Facilities and Equipment Impact Fee Ordinance*.

## **II. BACKGROUND**

St. Albans, Vermont is located in the northwestern portion of Franklin County, on the shores of Lake Champlain with approximately 6,000 residents. It surrounds the City of St. Albans and shares borders with the towns of Swanton, Fairfield, Fairfax, Georgia, and extends into Lake Champlain. The Town of St. Albans is approximately 30 miles north of the City of Burlington and approximately 80 miles south of Montreal, Canada.

In 1995, the Town of St. Albans adopted a *Capital Facilities and Equipment Impact Fee Ordinance* for financing each of the Town's cost centers: Fire and Public Safety; Public Works, Infrastructure, and Roads; General Government and Administration; Education; Library; Parks and Recreation; and, other necessary major public improvements. The most recent update was in 2012. This impact fee ordinance was done in order to promote and protect the public health, safety, and welfare; and, to maintain the current service standards for each cost center as new development is to be accommodated without decreasing service levels within each cost center.

## **III. REQUIREMENTS**

1. Term of Agreement: The selected entity will be expected to enter into a contractual agreement for services with the Town of St. Albans for a term of approximately 8 months from April through December 2017.
2. Required Services to be Provided: St. Albans seeks a consultant firm/group/team to assist with a comprehensive update to our *Capital Facilities and Equipment Impact Fee Ordinance* and to re-establish a formal impact fee credit program. The consultant firm/group/team will assist the Town in preparing the required analysis and other necessary analyzes to update and then implement the revised *Capital Facilities and Equipment Impact Fee Ordinance* by December 2017. The existing ordinance, fees, and our *Capital Improvement Program 2015 – 2020* will serve as the starting point for this project. St. Albans has additional supplemental financial information and will aid the consultant firm/group/team in collecting any other necessary data.
3. Meetings: Consultant will be expected to meet regularly with the Town Manager and town staff, as well as assist the Town with at least one public meeting.

## **IV. INFORMATION TO BE INCLUDED IN PROPOSAL**

The Town is requesting one electronic (\*.pdf) copy of the proposal with a 12-page maximum length that includes any attachments, appendices, and or cover pages. A complete response must contain the following information:

1. Letter of Interest: Please include a letter expressing your firm/group/team's interest in being considered for the project. Include a statement regarding your firm/group/team's availability to

dedicate time, personnel, and resources to this effort during a study period of April to December 2017. The letter of interest must include a commitment to the availability of all key project personnel during the planning period and on a proposed schedule designed to meet the Town's deadline for the report.

2. Project Understanding, Approach, and Tasks: Please include statements demonstrating the consultant firm/group/team's understanding in updating municipal impact fee ordinances in Vermont, of the St. Albans community, and clearly define the consultant firm/group/team's steps and approach to completing the project successfully and within the proposed schedule. In particular, please describe your firm/group/team's initial thoughts on:
  - a) whether the St. Albans *Capital Facilities and Equipment Impact Fee Ordinance* and our *Capital Improvement Program 2015 – 2020* should be combined or coordinate with any other surrounding communities;
  - b) whether St. Albans' unique geographic location and real estate circumstances, within a short commuting range of the Greater Burlington area, presents unrecognized opportunities for a major development in the near future thus requiring a suitable built-out analysis within this project; and,
  - c) whether St. Albans' existing MS4 permit for watersheds with impaired waters and the requirements in our existing flow restoration plans is a juncture to add stormwater mitigation as an additional cost center.
3. Relevant Recent Experience: Please include information describing the consultant firm/group/team's experience with updating impact fee ordinances, including surcharges and infrastructure financing. Please provide a minimum of 3 examples of the consultant firm/group/team's relevant experience on impact fees, including specific examples regarding development of a uniform methodology for calculating the value and use of credits against payment of all or some impact fees.
4. Project Manager/Key Staff: Please include information about the specific relevant experience and billing rates for the proposed Project Manager and the Principal-in-Charge (if that person is different from the Project Manager) and all other applicable staff. A project manager must be designated and must be the primary contact for the Town. Please provide at least 4 references on the experience of the Project Manager on similar projects.
5. Proposed Scope of Work: Please provide a Proposed Scope of Work, which is based on the consultant firm/group/team's experience in updating impact fee ordinances, capital planning, and major maintenance programming. Innovative ideas and scenarios that adds stormwater mitigation as a new cost center are encouraged within the proposed scope of work. Also, the proposed scope of work must enable St. Albans to implement the revised impact fee ordinance and credit program combined with an ability to fund its high priority capital improvements from 2018 to 2025.

6. Budget and Schedule: Please provide a detailed budget and schedule, based on your proposed scope of work that meets the Town's proposed schedule. If your proposed schedule exceeds the proposed 8-month timeframe, please indicate the reasons why you believe additional time will be needed to complete the project.

## **V. INSTRUCTIONS TO PROPOSERS**

All inquiries concerning this Request for Proposals and submissions in response to this RFP must be emailed or hand delivered to:

Town of St. Albans  
Attn: Ned Connell  
579 Lake Road  
St. Albans, VT 05478  
nconnell@stalbanstown.com

## **VI. SELECTION PROCESS**

The selection process for the consultant firms/groups/teams will generally proceed as follows:

1. Based upon the submitted proposals, the Town's selection team may select 2 to 5 consultant firms/groups/teams to interview. Interviews are tentatively scheduled for Friday, April 7, 2017, 9 AM to 1 PM at St. Albans Town Hall, 579 Lake Road, St. Albans, VT.
2. At the interview, the selection team will expect the consultant firms/groups/teams to make a 15 minute or less presentation focusing on the consultant firms/groups/team's proposed understanding and approach to this effort. The Project Manager and or the Principal-in-Charge must be present for the interview. The signer of the proposal, if different from either of the above, should also be present. The presentation will be followed by a 15 minute question and answer period by the selection team.
3. Following evaluation of all proposals, the Town may do one or more of the following: (1) conduct interviews with representatives of one or more of the respondents; (2) select an apparent successful respondent and enter into contract negotiations; (3) establish a competitive range that shall include all respondents that have a reasonable chance of being selected for award based on the proposals, select those proposals that are in the competitive range, and commence negotiations with those respondents, and then invite those respondents to submit best and final offers; or (4) reject all proposals if it is determined to be in the best interests of the Town.
4. Upon completion of the evaluation process and any interviews, the selection team will select a preferred consultant firm/group/team. The Town intends to execute the contract with the selected consultant firm/group/team in a timely manner, so that the contract can be approved

by the Town Selectboard and the consultant firm/group/team can commence work on or around April 14, 2017.

The Town reserves the right to waive any of the formalities of this RFP, to request additional information from any respondent, to negotiate with any respondent, to negotiate with more than one respondent, to reject any or all proposals or parts of proposals, to solicit new proposals, and to award contracts to one or more respondents or to reject any or all respondents as it deems in its best interest. The issuance of this RFP does not guarantee that a contract will be awarded.

## **VII. TIME AND PLACE FOR SUBMISSION OF PROPOSALS**

One electronic (\*.pdf) copy of the consultant firm/group/team's scope of work with a 12-page maximum length and formatted on 8.5 x 11 inch pages and clearly marked with "Request For Proposal Capital Facilities And Equipment Impact Fee Ordinance - Update and Review," should be submitted by email **no later than 3:00 PM on March 31, 2017** to [nconnell@stalbanstown.com](mailto:nconnell@stalbanstown.com) or a single printed copy delivered by hand to Ned Connell, Town of St. Albans, 579 Lake Road, St. Albans, VT 05478. All copies received by that time will be date and time stamped. Proposals will not be accepted after this time. Any proposal received after the time specified will be considered a late proposal. Proposals received by facsimile will not be accepted.

## **VIII. CONDITIONS OF REQUEST**

1. General Conditions: The Town reserves the right to cancel or reject all or a portion or portions of the request for proposals without notice. Further, the Town makes no representations that any agreement will be awarded to any organization submitting a proposal. The Town reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.
2. Liability of Costs and Responsibility: The Town shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the Town harmless from any and all liability claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the Town of St. Albans.

The selected organization will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected organization will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3. Standard Contractor Agreement: A sample contractor agreement is available for the bidder's review and comment. If a bidder wishes to take exception to any of the terms and conditions contained in the contractor agreement, these should be specifically identified within a proposal; otherwise it will be assumed that the bidder is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the Town disqualifying a bidder. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the Town will consider that all items offered are in strict compliance with the RFP, and the successful bidder will be responsible for compliance. The Town will consider such exceptions

as part of the evaluation process which may constitute grounds for rejection of a proposal. The contractor agreement will not be executed by the Town without first being signed by the bidder.

4. Permits and Licenses: Bidder, and all bidder's subcontractors, at its and or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates, and licenses including, any which may be required in connection with the performance of services hereunder.
5. Bidder's Representative: The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.
6. Questions: All questions regarding this RFP should be directed to [nconnell@stalbanstown.com](mailto:nconnell@stalbanstown.com) and must be submitted by email no later than 3:00 PM on March 24, 2017.