

Request for Proposals

Regional Transfer of Development Rights Study
Washington County, RI



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Submission Due: April 8, 2011

Washington County Regional Planning Council
344 Main Street, Suite 202
Wakefield, RI 02879

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Request for Proposals
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I. Background

Faced with growing impacts from rapid growth and sprawl in Washington County, the Washington County Regional Planning Council (WCRPC) was founded in 1992, with the intent of employing a coordinated approach to more effectively address those issues that transcend municipal boundaries.

The WCRPC works specifically with municipal governments in a partnership to address regional challenges collectively. The Planning Council is comprised of one elected town council member from each of the nine towns within the county, and serves as a unique forum for inter-municipal communication, coordination and cost sharing. The Council’s overall goal is to integrate local economic development with preservation of unique and valuable natural and cultural resources, such that the quality of life for Washington County residents is maintained, for present and future generations.

II. Overview & Project Context

Washington County remains the fastest growing county in Rhode Island with singular challenges, as well as opportunities for innovative land use controls like Transfer of Development Rights which can be used to foster the village centers envisioned in Land Use 2025.

Our vision for Washington County is a region defined by its rural character, with vibrant village centers connected by scenic and rapid transportation systems, a strong economy, permanently preserved natural areas and farmland, scenic coastline, clean and plentiful water, affordable housing and protected cultural resources, such that the quality of life is maintained for all residents, present and future.

As noted in Land Use 2025 and Transportation 2030: Developing and implementing a Regional TDR program supports and implements many policies in both Land Use 2025 and Transportation 2030. Notable are Goals 1A-6 and 1A-7 in Land Use 2025 that call for providing technical assistance to investigate wider use of TDR and “Utilize TDR programs to focus future growth on areas with fewest environmental constraints and most public services.”

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III. Project Purpose and Goals

1. Educate Washington County residents, elected officials, and appointed land-use related boards and commissions on the benefits of TDR through a series of regional workshops.
2. Assessment of opportunities and challenges in establishing an inter-municipal TDR program in Rhode Island.

IV. Guiding Process

The Washington County Regional Planning Council's Executive Director will have direct oversight of the consultant. An Advisory Committee (made up of the Town Planner from each of the WC towns, Statewide Planning, and five stakeholders) will serve as the steering committee for the project and will meet with the selected consultant a minimum of three times throughout the project to provide specific direction and feedback. The selected consultant will meet with the WCRPC Board of Directors twice at regularly scheduled Board meetings. In addition, eight publically advertised workshops will be held with town planning boards or through other appropriate venues, to be determined on a town-by-town basis.

The entire project will be coordinated by the Washington County Regional Planning Council staff. The Advisory Committee will meet periodically with WCRPC staff and the selected consultant to ensure that the project is progressing and meets the specified scope of work.

The WCRPC and the Project Advisory Committee will handle the outreach and meeting venue logistics associated with the public workshops.

V. Scope of Services

Task 1 – Inter-Municipal TDR Analysis

It is highly probable that several of the more rural communities in Washington County will have more development rights in the Sending Areas than they could feasibly "land" in their Receiving Areas. The sheer volume of farmland or forest in these communities will probably create a significant surplus of potential development rights when compared with the lack of infrastructure or large growth centers to help absorb these rights. This situation suggests that a more regional, or possibly a statewide approach to TDR may benefit these

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communities as well as urban centers with large capacities to absorb development rights.

Objective 1: Compare and contrast various TDR models, including but not limited to:

- a. The establishment of a central TDR Bank to provide a quasi-public brokering agency for development rights, either state-wide or regionally;
- b. A primarily market driven system that leaves negotiations of property right values to local discussions on a site by site basis;
- c. The use of inter-municipal MOU that is revisited on an annual basis to set integral components of the TDR program such as density bonuses, transfer ratios, revisions to maps, and elements associated with the production of affordable housing;
- d. A system to qualify individual projects for program eligibility (similar to the existing KeepSpace program), in which cash incentives or other subsidies can be provided by the State to incentivize TDR;
- e. Any other models that the consultant has or gains knowledge of that can be applied in RI, per the direction of the Project Advisory Committee.

Objective 2: Show how various TDR models can work in RI

Objective 3: Show how TDR could work on a regional and statewide basis.

Objective 4: Identify the issues, obstacles, and opportunities to developing a regional TDR program.

Objective 5: Identify the comparative economics of a regional TDR program and other land preservations scenarios.

Task 1 Products

Deliverable 1: An analysis of the various models of regional or statewide TDR as delineated above, with discussions of the strengths and weaknesses of each model. The product of this task will be a report that assesses the relative strengths and

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weaknesses of each program as it relates to RI statutes and recommend an implementation program of establishing an inter-municipal TDR program in RI.

The discussion must include:

- a. How the model works
- b. Where the best examples of it have been implemented, with contact information
- c. How the model was developed if it is not one that has been implemented elsewhere
- d. How it would be implemented in RI (process)
- e. Common and/or specific to RI obstacles that can delay or stop TDR implementation, with suggested strategies for avoiding them.
- f. Highlights from successful regional programs that will help RI plan its approach to regional or statewide TDR.
- g. What drives the model (local or state policy, market forces, etc.)
- h. Economic analysis, including certificate evaluation, bonus structures, property tax implications, and municipal service implications.
- i. What RI statutes or legislation are needed for implementation

Deliverable 2: Research materials. Copies will be provided of:

- a. All researched publications, reports, books, etc.
- b. A copy of all proposed ordinances, amendments to subdivision regulations, comprehensive plan amendments, design guidelines and other planning documents developed as a part of this project.
- c. All cartographic, geographic, graphical, tabular or other compilations or representations or data assembled in support of the project.
- d. Digital geographic data produced in connection with the project.
- e. Supporting documentation needed for all preliminary and final reports to funding agency

Task 2 – Regional Introductory TDR Workshops

Assist WCRPC in holding a series of workshops for the Washington County region that provide an elementary overview of TDR to municipal leaders. The WCRPC, together with the North Kingstown Planning Department, will host this series of

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introductory workshops that are designed to explain every aspect of TDR, from its broadest conceptual elements to the specifics how it works “on the ground.” Two Meetings (on average—some may be combined) in each town are planned, as are informal project start presentations to Planning Commissions and Town Councils. Two additional meetings with the WCRPC Board of Directors shall be held; one shall be at Task 1 completion, and the second at or near the end of Task 2 completion.

Objective 1: Educate the Town Councils, Planning Boards, Commissions, Land Trusts, and interested citizens/businesspeople/landowners through presentations. “Plant the seed” of TDR as a development and preservation tool.

Objective 2: Begin the educational consensus building that will later lead to adoption by the towns.

Objective 3: Provide forums for town residents and municipal leaders to learn about and ask questions of experts in the field.

Task 2 Products

Deliverable 1: Assist WCRPC in holding public meetings in each town, with at least one in each town, and more when requested by the Town Council and/or Planning Board.

- a. Attend meetings
- b. Present “expert” information
- c. Assist WCRPC in drafting a “wrap-up” summary of the community meetings

Deliverable 2: Prepare presentation materials for consultant and WCRPC to use in leading the public meetings. Presentations will cover:

- d. Basic concepts of TDR
- e. How TDR preserves priority land
- f. How TDR fosters development in appropriate areas
- g. How a community and a region can begin planning for TDR

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- h. Graphical representation of Washington County from 50 , 25, and 10 years ago, now, and the “build-out” future with and without TDR, using existing data

VI. Proposed Timeline

ITEM:	Time (will be date):
RFP Submission Deadline	4 weeks
Meeting with Project Advisory Committee #1	
Consultant Selected/Contract Agreement	4 weeks
Task #1 Products: Intermunicipal TDR Analysis	6 to 8 weeks
Task #2 Products: Regional TDR Introductory Workshops	6 to 8 weeks
Community Workshop #1	
Meeting with Project Advisory Committee #2	2 weeks
Remaining Community Workshops for town councils and/or planning boards/commissions	

VII. Submittal Requirements

The proposal shall not exceed forty-five (45) single-sides printed pages excluding cover sheet, table of contents, resumes, and index sheets. Resumes included with the proposals shall not exceed one single-sided printed page per person listed in the table of organization. The proposal shall include the following minimum:

1. **Transmittal Letter** – The transmittal shall include the legal name of your firm, address, contact person, telephone number, and email address.
2. **Scope of Work** – Provide a detailed narrative of the project including a description of the proposed work plan to complete the required final design services. Include a discussion of deliverables and project milestones. Consultants are encouraged to explain, in detail, their understanding of the

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scope of work and to identify any supplemental tasks deemed necessary that may enhance the project or reduce the costs. Identify the decision, products, data and corollary information the consultant expects from the town to ensure successful completion of the project by the consultant. The level of assistance and information required from the town staff by the consultant shall be clearly stated. Optional tasks, not specifically mentioned in this Request for Proposals (RFP), may be added. Optional tasks should be clearly identified and budgeted separately from other tasks.

3. **Project Team** – Include a table of organization for the project indicating the proposed principal-in-charge, project manager, and key project staff including sub-consultants that will be assigned to the project. Provide a narrative description of the qualifications and experience of each key person along with their proposed project responsibilities. A resume must be included for each person shown on the table of organization. List the names, addresses, telephone number, and email address of any anticipated sub-consultants.
4. **Project Schedule** – Include a detailed schedule for the completion of the engineering services required for the contract. Provide a timeline chart outlining the number of days required to complete each task as outlined in this RFP. Show critical path elements of the project and discuss any constraints to meeting the town’s desired deadline.
5. **Work Plan** – The consultant should include a detailed discussion of the tasks they will perform in this section and specifically list all deliverables by task. Alternative course of action and tasks envisioned by the consultant to achieve the primary objectives of the project are welcomed and will be reviewed by town staff.
6. **Statement of Qualifications** – Include descriptions of relevant example projects completed within the past five years that are comparable to scope to the proposed project. Identify key staff, including sub-consultants and their responsibilities in the example projects and how they will be utilized on

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the proposed project. Consultants are encouraged to reference a web-link that would evidence work completed on a similar scope.

7. **References** – Provide three (3) references including the name of the project referenced, contract time span and dollar amount, contact person names and contact information.
8. **Minority Business Enterprise (MBE) Requirement** – The project is subject to Chapter 37-14.1 of the Rhode Island General Laws, and regulations promulgated and which require that ten percent (10%) of the work performed on the project be performed by minority business enterprises. The consultant needs to identify: the firm or firms selected to meet this requirement, the tasks to be undertaken, and the dollar value of the participation meeting the ten percent (10%) requirement. A listing of MBE firms is available at www.mbe.ri.gov.
9. **Equal Employment Opportunity (RIGL 28-5.1)§ 28-5.1-1 Declaration of policy.** – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation.
10. **Fee for Services** – Bid proposals should provide a firm fixed price (including expenses) for the work required of the Contractor, as described above. The consultant shall provide a clear breakdown of the overall fee for providing the services outlined in this RFP. Include a break-out showing the classifications of the persons working on each task, their billing rate, the total hours projected that they will work on each task, as well as all other incidental charges that make up your overall fee. Provide subtotals by each task listed above. This project is grant funded, and the budget for this work shall not exceed \$40,000 in total.

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11. Submission Deadline – Please submit ten (10) hard copies and one (1) electronic copy to the following:

Washington County Regional Planning Council
344 Main Street, Suite 202
Wakefield, RI 02879

Electronic Copy: Please include both a flash drive with your paper copies AND ALSO email the entire proposal to maura@wcrpc.org by April 8, 2011 at 11:00 AM. The Electronic Copy must be in Word (.doc) format, and may be in or include Excel (.xls) or PowerPoint (.ppt) forms. The editable forms will not be changed by WCRPC, but may be excerpted for consultant selection purposes. You may include a .pdf form also.

Bids will be publically opened and read aloud on April 8, 2011. No bids will be accepted after the 11:00 AM deadline.

VIII. Information for Bidders

Receipt and Opening of Proposals

Sealed proposals must be submitted in SEALED ENVELOPES, addressed to the Office of the Purchasing Agent to the address listed above and clearly marked with the name of the item bid, and the date and time of opening. Proposals will be received by the Purchasing Agent up to the specified time as noted on the Request for Proposals, and publicly opened and read aloud at the specified time.

Proposals submitted for a specified item must not be combined under the same cover with any other bid item.

It is the vendor's responsibility to see that his proposal is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be kept securely and unopened. No responsibility will be

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attached to any officer or person for the premature opening of a proposal not properly addressed and identified.

Any proposal received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the WCRPC that such non-arrival before the time set for opening was due solely to delay in the mails for which the vendor is not responsible. Conditional or qualified proposals will not be accepted.

2. Preparation of Proposal

The WCRPC may consider any proposal not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all proposals in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or formality in same, or to accept any proposal deemed to be in the best interest of the WCRPC.

3. Modification

No electronic or oral bids, amendments or withdrawals will be accepted.

4. Withdrawal of Proposals

Proposals may be withdrawn personally or by written request at any time prior to the time specified for the opening. Proposals may be modified in the same manner. Negligence on the part of the vendor in preparing the proposals confers no right of withdrawal or modifications of his proposal after such proposal has been opened.

5. Qualifications of the Vendor

The WCRPC reserves the right to request each vendor to present evidence that he is normally engaged in purveying the type of product or equipment bid on. No proposals shall be considered from vendors who are unable to

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show that they are normally engaged in purveying the type of product or equipment specified in the proposal.

To receive full consideration, the vendor must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the WCRPC may have full information available when analyzing the proposals.

6. Obligations of the Vendor

At the time of opening of the proposals, each vendor will be presumed to have inspected the Specifications and Contract Documents (including all addenda) which has been sent to the address given by such vendor. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any vendor from any obligation in respect to his proposal.

Any exception or deviations from the provisions contained in this Specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the WCRPC, the proposal will receive careful consideration.

7. “Or Equal” Bidding

The WCRPC intends to permit liberal scope in bidding and specifically does not intend to limit bidding to any one make or model. Whenever a material, article, or piece of equipment is identified by reference to manufacturers’ or vendors’ names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any proposed material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided it is in the opinion of the WCRPC to be of equal substance and function.

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8. Prices

Vendors shall state the proposed price in a manner as designated in the Proposal Form. In the event that there is a discrepancy between unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

The Prices in this proposal shall be irrevocable for ninety (90) days, or until the proposal is awarded by the WCRPC. After award by the WCRPC, said prices shall then remain firm for the duration of the contract.

9. Tax Exemptions

The WCRPC is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. 5 as amended. The WCRPC is exempt from payment of Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.

10. Contract Period and Term of Agreement

Contract Period: The work is intended to begin as soon as the consultant is selected and the agreements are fully executed. If financially advantageous of the WCRPC, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

11. Insurance

The Contractor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operation under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the WCRPC.

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The Vendor shall also indemnify and save harmless the WCRPC against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his proposal.

The Contractor shall furnish the WCRPC with certificates of insurance from companies acceptable to the WCRPC. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Vendor shall provide a certificate of insurance as specified on the bid proposal form attached. Contracts of insurance (covering all operations under this contract) shall be kept in force until the vendor's work is acceptable by the WCRPC.

The limits of insurance shall be no less than the following sample Certificate of Insurance attached (R) Required, (NR) Not Required:

1. (R) Commercial General Liability – Occurrence Form \$1,000,000 / \$1,000,000 (R)
2. (R) Automobile Liability - \$1,000,000
With both of the above naming the WCRPC as additional insured.
3. (R) Worker's Compensation (if legally allowed and available).
4. Professional Liability - \$1,000,000
5. (NR) Asbestos Liability - \$1,000,000

The Vendor shall secure, pay for and maintain insurance as necessary to protect himself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner.

The Vendor shall require similar insurance in the above amounts to be taken out and maintained by each sub-contractor. The Vendor shall be fully responsible for the acts and omissions of his sub-contractors and of persons employed either directly or indirectly by him. Nothing contained in the contract shall create any contractual relation between any sub-contractor and the WCRPC.

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12. Laws, Ordinances and Codes

All applicable Federal and State Laws, Ordinances and Codes of the nine towns of Washington County and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

IX. Evaluation Criteria / Selection Process

Proposals will be evaluated according to the following evaluation criteria:

1. 20 Points – Demonstrated mastery of the concept and practice of TDR, including specific qualifications and previous related work experience of key project personnel in working with municipalities or regional councils on projects of a similar scope.
2. 20 Points – Demonstrated understanding of project goals, thoroughness of work plan, and frankness of response to proposed task listing and timeline deliverables.
3. 15 Points – Qualifications and demonstrated experience of principals and/or subcontractors in leading community discussions and in producing graphic diagrams, site plans, renderings and concepts.
4. 15 Points – Overall responsiveness of proposal to submittal requirements.
5. 30 Points – Cost reasonableness and clarity of fee proposal.

The WCRPC reserves the right to waive formalities or irregularities in proposals received where such is merely a matter of form and not substance. In addition, the WCRPC reserves the right to hold oral interviews with those consultants with the highest scores. Finally, by submitting a proposal package, the consultant hereby authorizes the WCRPC or its authorized representatives to contact references and make such further investigation as may be in the best interest of the project.

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X. Questions

Requests for information should be in email form only and directed to Maura Sayre, Program Coordinator, maura@wcrpc.org with a copy to Jeffrey Broadhead, Executive Director, jb@wcrpc.org .

XI. Additional Pre-Contract Requirement

All documents, graphic, maps and exhibits produced by the selected consultant, as part of this project shall become property of the WCRPC and are to be available for use by the WCRPC in any manner the WCRPC deems appropriate.