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**City of Appleton
Department of Community and Economic Development
100 N. Appleton Street
Appleton, Wisconsin 54911-4799
October 8, 2013**

**Request for Proposals
for
Economic Development Strategic Planning**

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Proposal Due Date: November 8, 2013 by 4:00pm

Contact Person: Karen Harkness
Phone: 920-832-6468
Email: Karen.Harkness@appleton.org

Section I

GENERAL INFORMATION TO PROPOSERS

1.1 INTRODUCTION

The City of Appleton is seeking a qualified person or firm to contract for consulting services to conduct a process to create a citywide Economic Development Strategic Plan (“Plan”). The Plan will contain goals, objectives and benchmarks that measure City’s progress; roles/responsibilities; and implementation strategies. The Plan will help the City direct its efforts and resources toward a clearly defined vision for its future. The planning process and final document(s) must provide a plan with 5 and 10 year horizons.

The City of Appleton is located in the Fox River Valley of northeastern Wisconsin and has a population of approximately 73,000. Appleton is located at the crossroads of US Highway 41 and US Highway 10 and is 90 miles north of Milwaukee and 30 miles southwest of Green Bay. More information about the City is available on our website at www.appleton.org.

1.2 REQUEST FOR PROPOSAL (RFP) PROCESS

This RFP will be publicly advertised and released in accordance with the applicable laws of the State of Wisconsin and shall include the notification of the time and place when and where the RFP is due. The RFP may be obtained from primary contact:

Karen Harkness, Director of Community and Economic Development
100 N. Appleton St.
Appleton, Wisconsin 54911-4799
Office: (920) 832-6468
Fax: (920) 832-5994
karen.harkness@appleton.org

An electronic copy may be obtained via email from Karen Harkness at karen.harkness@appleton.org. Additionally, the RFP may be mailed to those businesses that are included on the City’s list that is created specifically for this RFP. Businesses on that list will be known to be a potential provider of goods and services of the type required by this RFP. Those who the City has mailed the RFP to and those who have requested a copy of the RFP will receive all information regarding the RFP. The information includes, but is not limited to, any amendments to the RFP, answers to inquiries received regarding the RFP, or changes in the RFP Schedule.

Consultants interested in responding to this RFP should submit three hard copies (one unbound) of their proposal and one electronic copy to Karen Harkness at the address listed above, **no later than 4:00 p.m., Friday, November 8, 2013.**

Submittals received after the deadline will not be considered. A City evaluation team may select candidate(s) to be interviewed. This process will review submittals, references and other information necessary, as well as rating of submittals. Interviews with Proposer's will provide an opportunity for the City and potential candidates to further gauge their fit and ability to work with each other.

Tentative Process Schedule (subject to change as needed):

- Issuance of RFP: Week of Oct. 7, 2013
- RSVP Due for Pre-Submittal Conference October 21, 2013
- Pre-Proposal Conference: October 23, 2013
- Questions (in writing) submitted for RFP: October 24, 2013
- Responses sent to questions for RFP: October 30, 2013
- **Deadline date for RFP responses: November 8, 2013**
- Vendor Interviews/presentations by invited consultants (if needed)
Week of Nov. 18

Contract begins:

Week of December 9, 2013

1.3 PRE-SUBMITTAL CONFERENCE

There will be a virtual or telephone pre-submittal conference held for this Request for Proposal on:

Date: Wednesday October 23, 2013

Time: 2:00 P.M. Central Time Zone

Location: Details to be provided at time of RSVP

This will be an opportunity for potential Proposer's to ask questions and obtain information about the RFP process and the Economic Development Strategic Plan process. Attendance is optional.

1.4 DEFINITIONS

For the purposes of this RFP, the following terms have the following meanings:

- (a). "City" shall mean the City of Appleton, Wisconsin
- (b). "Contract" shall mean the agreement between the city and vendor chosen as a result of this RFP.
- (c). "Contractor", "Consultant" or "Successful Proposer" shall mean the firm or its authorized assignee chosen by the City to perform the requested services.
- (d). "Proposal" shall mean the written document submitted to the City of Appleton Community and Economic Development Department in response to this RFP.
- (e). "Proposer" shall mean an individual or business entity submitting a Proposal in response to this RFP.

Section II

PROPOSAL TERMS & CONDITIONS

2.1 RFP DOCUMENT

Information provided herein is intended solely to assist Proposers in the preparation of their Proposals. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy and any errors or omissions subsequently determined will not be construed as a basis for invalidating this RFP.

2.2 ADDENDA INTERPETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided. The City is not bound by any oral clarifications changing the scope of the work for this project. All addenda issued by the City will become part of the official RFP and will be mailed to all Proposers of record based upon the contact information used at the original time of issuance.

2.3 LABELING OF PROPOSALS

All proposals must be submitted in a sealed envelope plainly marked, Community and Economic Development, Strategic Economic Development Plan RFP, Attn: Karen Harkness and name and address of the Proposer in the upper left hand corner. No responsibility will attach to the City, any official or employee thereof, for the pre-opening, post-opening, or failure to open a proposal not properly addressed and identified

2.4 ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that this contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. The firm or firms will be an independent service provider for all purposes and no agency, either expressed or implied, exists.

2.5 OWNERSHIP OF RECORDS

The City will retain ownership of all interim and final strategic plan documents, surveys, analyses and related reports either produced or developed in conjunction with the Consultant's contract. The Consultant is prohibited from copying or distributing any of these documents or other reports developed in conjunction with the City Appleton without written permission from the City.

2.6 RFP INQUIRIES/QUESTIONS

All questions/inquiries must be submitted in writing via mail or email to the primary contact. The City will review all inquiries received prior to the RFP submittal deadline and will email written answers to all recipients of the RFP. Direct contact with any of the City's departments or personnel may only be scheduled by the primary contact. During the review or preparation of the RFP Proposal, if a Proposer discovers any errors, omissions or ambiguities, within the RFP, they should identify them in writing to the City prior to the RFP submission deadline.

2.7 DISCLOSURE, OWNERSHIP OF PROPOSAL CONTENTS AND CONFIDENTIALITY

The Proposal of the selected Proposer will become the basis for any contract entered into and will become subject to the City's provision on public access to open records and information.

To the extent a Proposer includes any uniquely proprietary or confidential information in the Proposal, the Proposer must clearly and unequivocally mark such information. The City will not reveal any such information to any third party, unless required to do so by law.

Proposers must agree to make no other distribution of their Proposal beyond that made to the City and once under contract all information gained in the process and work product is the ownership of the City.

2.8 RFP PROPOSAL COSTS

The City is not liable for any costs or expenses incurred by any Proposer in the preparation of the Proposal, attendance at any conference, or meeting related to this RFP. The City is not liable for payment of any amount to the selected Proposer until a Contract has been awarded and executed by the City and the Contractor has performed services pursuant to the Contract that entitle the Contractor to receive payment under the terms of the Contract.

2.9 SUB-CONTRACTORS

It is intended that a single contractor have total responsibility for the Strategic Plan so as to assure a cohesive, fully workable plan. Therefore, any Proposer desiring to use sub-contractor(s) must identify each on a document supplied as an attachment to the Proposal and titled attachment "Sub-Contractors". Include for each sub-contractor, their company's name, the company's principal owners, description of their involvement in the project, and qualifications for each aspect of the Strategic Plan in which they will be involved. The sub-contractor(s) cannot be changed after submission of the Proposal except with the written approval of the City.

The Consultant is responsible for all actions, workmanship, performance and payment for their sub-contractor(s).

2.10 RFP PROPOSAL SUBMISSION

The Community and Economic Development Department must receive all Proposals no later than the Proposal Submission date and time identified in the RFP Schedule. Proposals may be mailed or hand-delivered, but in either case must be received and stamped by the specified date and time. **Late proposals will not be considered.**

Proposals must contain all Required Documentation, Guides and Certifications as requested by this RFP, otherwise the Proposal will be considered non-conforming and will be disqualified. The Proposer must supply three (3) hard copies, including one unbound, (8.5 X 11.0) of the Proposal and one electronic copy of the Proposal.

The City reserves the right to request additional information from any, all or no Proposers after Proposal Submission.

Proposers shall distribute their RFP Proposals only to The Community and Economic Development Department, C/O Karen Harkness, Director of Community and Economic Development, 100 N. Appleton St., Appleton, Wisconsin 54911-4799

One (1) RFP Proposal must contain the original signature(s) of an official or officials authorized to bind the Proposer to its provisions. Additionally, the authorized signature(s) must appear on company letterhead.

Sections of the Proposal must be clearly labeled and pages numbered consecutively for ease of review. Responses must be provided in the same sequence as outlined in the Submittal Requirements section of this RFP.

In case of a difference between written words and figures in a Proposal, the amount stated in written words shall govern. Alterations or erasures are discouraged, but if present, must be crossed out and the corrections printed in ink or typewritten adjacent thereto. Each person signing the Proposal must initial each such correction.

All Proposals received by the City in response to the RFP shall remain valid for ninety (90) days from the deadline date of submittal.

2.11 INSURANCE

If awarded a contract as a result of this RFP, Proposer agrees to provide to the City of Appleton a current and valid Certificate of Insurance as evidence of compliance with Appendix "A" Insurance Requirements, prior to commencing work under the contract.

2.12 INDEMNITY

The contract resulting from this RFP shall contain the following provision:
"Contractor agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs (including attorney fees) arising out of this agreement, caused in whole or in part by Contractor or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City."

2.13 REJECTION OF PROPOSALS

The City reserves the right to waive any informalities, and/or to reject, at any time and for any reason, any and all Proposals received as a result of this RFP. The City's intent is to enter into a Contract as a result of this RFP. However, if after reviewing the Proposals received, the City determines that the City should not enter into any Contract, or to enter into a partial or different contract from the Contract contemplated by this RFP, the City will act in accordance with what the City determines at that time to be in its best interest. No Proposer or any other party has any entitlement, interest, or right in this decision by the City and by submitting a Proposal, acknowledges the City's right to exercise its discretion in this regard without any right of recourse by the Proposer.

2.14 OTHER CONDITIONS OF PROPOSAL SUBMITTAL

- A. No proposal will be accepted from any persons, firm or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City Council or City staff.
- B. Only one proposal will be accepted from any person, firm, or corporation.
- C. All proposals shall be prepared in a comprehensive manner as to content.
- D. The City is an Equal Opportunity Employer, requires all consultants to affirm that they do not discriminate against individuals or firms because of their race, color, material status, age, sex, national origin, handicap, creed, or sexual orientation.
- E. All Proposals submitted become public information and may be reviewed by anyone requesting to do so at the conclusion of the evaluation process.

Section III

SCOPE OF SERVICES

3.1 SCOPE OF SERVICES-GENERAL

The successful Proposer will be expected to:

- A.** Gather and analyze information to become familiar with the City of Appleton such as existing demographic and socioeconomic data, labor force characteristics and other key economic indicators.
- B.** Prepare key demographic trends and forecasts, social factors, economic factors and financial indicators for inclusion into the strategic plan. This task should include preparation of a market segmentation of the City's retail/commercial and industrial sectors.
- C.** Describe the overall strategy and conduct a SWOT analysis. Identify ways to strategically position the City to maximize opportunities, including setting priorities.
- D.** Help the City identify what makes Appleton unique and special, and how the City can position itself for the future while retaining those qualities.
- E.** Establish performance measurements, benchmarks or milestones that measure the City's progress throughout the Economic Development Strategic Planning Process.
- F.** Develop and initiate a public involvement program that engages the community in this process. Electronic surveys, community open houses, social media, info booth at local events and other forms of community outreach could be used to achieve this objective. Additionally, provide summaries to Community and Economic Development Committee (CEDC), Appleton Redevelopment Authority (ARA) and Council with analyses of all public input.
- G.** Identify means by which consultant will work with City staff, elected officials and key community members to identify and prioritize economic development goals and objectives and proposed activities and programs.
- H.** Review the availability and effectiveness of City, State, Federal and Regional incentive programs.
- I.** Review Policies, procedures and codes that affect economic development and growth, and recommend policy, process or procedural changes.

- J.** Conduct “Leakage” analysis.
- K.** Identify and describe economic development potential and ways to grow and diversify the economy.
- L.** Establish planning parameters for setting a future growth policy for industry and workforce.
- M.** Identify, analyze and define roles/responsibilities in existing and potential partnerships with other entities both internal and external;(such as other City departments, Appleton Redevelopment Authority, Appleton Downtown Incorporated, Fox Cities Economic Development Partnership, Fox Cities Chamber of Commerce, Outagamie Co. etc.)
- N.** Develop a sales and marketing plan with budget projections. Include brand development, marketing tools, a sales plan and implementation strategy.
- O.** At a minimum, provide the following deliverables:
 - 1. An Economic Development Strategic Plan Executive Summary. In addition to the written document, a presentation to stakeholders.
 - 2. A brochure describing the Economic Development Strategic Planning process for distribution to the public
 - 3. A comprehensive, detailed document covering the consultant’s completed work output for items A. through N. above.
 - 4. Develop an Action Plan with goals and objectives. Establish implementation steps and timelines
 - 5. Complete final report to be formally presented to all Stakeholders.

Section IV

PROPOSAL ORGANIZATION

Proposals must be organized in the following order of sections:

Section I Letter of Interest

The Proposal must include the name, title, address, telephone number, fax number, and email address of one (1) or more individuals who will serve as Proposer’s contact for purposes of this RFP. The Proposer shall fully disclose details regarding its legal identity, i.e., corporation, partnership, etc. If the Proposer is a partnership, all partners must be named regardless of status, activeness, or percentage of ownership.

Section II Proposer Qualifications

The Proposer must describe its qualifications and experience in providing the work described in this RFP. Experience should include examples of performing similar or related plans/studies; this also should include details as to the type of Economic Development Strategic Plan, approximate date of service delivery.

The Proposer shall provide a team organization chart, which lists the names of key personnel that will be assigned to this project along with a brief resume for each individual that describes their education and relevant professional work experience. A description of the work expected to be performed by each individual including an estimate of the amount of time each will be assigned to work on the project should also be provided. Any subcontractors anticipated to be utilized to perform work on this project, should be identified and brief resumes submitted.

The City reserves the right to approve all persons assigned to the project. No contract awarded pursuant to a proposal submitted in response to this RFP may be assigned, either in whole, or in part, without first receiving written consent from the City. The City must approve any changes in the project team.

The Proposer must submit three (3) references of similar engagements during the last three (3) years. The references must have had experience with the Proposer similar in scope to those described in the RFP. The Proposer must name a contact person and contact information for whomever is responsible for the review at each provided reference.

Section III Work Plan

The proposal should contain a detailed statement of the proposer's understanding of the Scope of Services required under this RFP. The proposal should also contain an explanation of the project approach including proposed approach to the process, proposed schedule, and description of proposed public involvement methods. Additionally, include proposer's ability to meet the City's anticipated timeline; proposed interaction with staff and stakeholders; and any other features of the proposer's ability to execute the requirements and achieve the objectives of this RFP. The proposal should also include a Preliminary Work Plan containing a description and timeline of the phases or segments into which the proposed project can logically be divided and performed.

Section IV Schedule of Performance

The proposal shall address separately each of the major tasks, activities, or significant milestones to be achieved and a schedule of performance. If the respondent expects that the services will extend beyond the timeframe specified in Section III of this RFP, the respondent shall provide a justification for the extended time.

Section V Items Required from the City

In this section, the Proposer shall detail any and all information, documents, work required from City staff, or other resources not listed herein or included in the Attachments section at the end of this RFP.

Section VI Fee Schedule

Proposals must include fee information that delineates the costs associated with providing consulting services being requested under this RFP. The schedule should include the following:

1. A Schedule of Fees that itemizes costs of providing all services required under this RFP broken down by (a) salaries, including work hours required and hourly rates for each employee; and (b) other expenses, such as travel, supplies, etc.
2. A Schedule of Payments that corresponds to completion of major tasks, milestones, or deliverables.

Note: Should the City enter into negotiations with a successful respondent that results in a revision to the scope of services in this RFP, the fees may correspondingly be negotiated to reflect the changes.

Section V

PROPOSAL EVALUATION AND AWARD

5.1 The City evaluation team will select a preferred candidate, based on the interviews, written proposals, and other information, as well as the results of the reference checks. The following will be considered in evaluating each proposal:

- Completeness of response to the RFP requirements (incomplete responses may be rejected).
- Experience with similar projects
- Creativity of approach
- Proven experience in effective public involvement and incorporating citizen input
- Demonstrated facilitation skills in successfully working with City Councils
- Demonstrated knowledge and experience with actual implementation of possible strategies
- Demonstrated experience in economic development
- References
- Cost

5.2 City staff will make a recommendation to the Council on the selection of the Proposer

determined to be the most qualified for the project. While cost is an important factor, the lowest cost proposal will not necessarily ensure award. It is anticipated that the City and the selected Proposer will enter into a professional services contract.

Section VI

ATTACHMENTS

6.1 LIST OF ATTACHMENTS

Attachment A – The City of Appleton Comprehensive Plan – Economic Development Chapter. Full Report available at:

http://www.appleton.org/departments/page_eb4e3e0eed06/?department=5779708f00c1&subdepartment=c6defedbc25c

Attachment B – The City of Appleton Growth Report 2012

Attachment C- Garner Study

Attachment D- MOU City of Appleton and Fox Cities Economic Development Partnership

APPENDIX “A”

INSURANCE REQUIREMENTS

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. PROFESSIONAL LIABILITY

A. Limits

(a) \$500,000 each claim/\$1,000,000 annual aggregate

B. Must continue coverage for 2 years after final payment for service/job

2. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (a) \$1,000,000 general aggregate
- (b) \$1,000,000 products - completed operations aggregate
- (c) \$500,000 personal injury and advertising injury
- (d) \$500,000 each occurrence limit

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (a) Premises and Operations Liability
- (b) Blanket Contractual Liability
- (c) Personal Injury
- (d) Explosion, collapse and underground coverage
- (e) Products/Completed Operations
- (f) The general aggregate must apply separately to this project/location

3. BUSINESS AUTOMOBILE COVERAGE

A. Limits - \$250,000 each person/\$500,000 each accident for Bodily Injury and \$100,000 for Property Damage

OR

\$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY - If required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.

A. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:

- \$100,000 Each Accident
- \$500,000 Disease Policy Limit
- \$100,000 Disease - Each Employee

5. ADDITIONAL PROVISIONS

*** Additional Insured - On the General Liability Coverage and Business Automobile Coverage. City of Appleton, and its officers, council members, agents, employees and authorized volunteers shall be Additional Insureds.**

*** Endorsement -**

The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

*** Certificates of Insurance -**

A copy of the Certificate of Insurance must be on file with the City Clerk.

*** Notice -**

NOTE: City of Appleton requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.

***The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.**