

# **REQUEST FOR PROPOSALS**

**For**

**WETLAND BANKING FEASIBILITY ANALYSIS**

**Issued By:**

**City of Appleton  
Community and Economic Development Department  
August 2017**

## 1.0 INTRODUCTION

The City of Appleton is accepting proposals from qualified consultants for a wetland mitigation bank feasibility analysis and associated services. Successful consultants will have a broad level of expertise in wetland restoration, establishment and operations of a wetland mitigation bank, GIS analysis at a watershed scale, and regulatory agency wetland banking coordination. Responsibilities may include, but are not limited to: cost/benefit analysis of creating, operating and maintaining a City owned wetland mitigation bank vs. partnering to create a wetland bank vs. WI DNR Fee-In-Lieu program, preparing detailed studies, writing and presenting reports, preparing grant applications, and meeting with state agencies, citizens, various city departments and committees. The purpose of this document is to provide interested parties with information necessary to enable them to prepare and submit a proposal to the City of Appleton relating to these services.

Upon successful completion of the Phase I portion of this RFP, and depending on the selected alternative, Community and Economic Development staff anticipates negotiating a contract with the same consultant for the Phase II work to be completed in 2018 without another RFP process. Therefore, consultants are asked to provide qualifications for wetland mitigation services in their proposals.

## 2.0 INSTRUCTIONS AND PROCEDURES

### 2.1 Method of Response

If your firm wishes to respond, you are asked to submit five (5) copies of your proposal and one (1) electronic copy of your proposal by 3:00 pm, Thursday, August 31, 2017, addressed to:

Matt Rehbein  
Economic Development Specialist  
Community and Economic Development Department  
100 N. Appleton St.  
Appleton, WI 54911

All submittals must be packaged and sealed, showing the following information on the outside of the package:

- A. Respondent's name, address, and telephone number
- B. RFP title
- C. Response due date

**No proposals will be accepted after the deadline stated above.**

## 2.2 Format of Responses

In addition to the requirements listed throughout this document, each firm responding to this RFP must comply with the following requirements:

- A. Furnish a list of at least three (3) references that will be able to verify information supplied in the proposal and a list of recent projects of a similar nature.
- B. Prepare a narrative summary of the proposal. This summary should identify all services that are being proposed. Include a brief description of the organization and history of the company.
- C. Provide a list of the staff that will be directly involved in this contract, including individual resumes indicating experience with similar projects.
- D. Provide a direct point-by-point response to each requirement specified in this RFP. A succinct explanation of each requirement and how it will be met must be included.
- E. Provide a detailed overall project timeline that illustrates the project start and completion dates, as well as significant intermediate landmark dates that would be used to verify scheduled progress. An estimate of man-hours allocated to each task shall also be included.
- F. Provide a discussion of items to be provided by the City of Appleton, tasks to be performed by the City, and any optional tasks that the City should consider.
- G. Provide a detailed description of the electronic formats in which each deliverable will be provided. The City requires full ownership rights to all data for future re-use by the City.
- H. Provide a signed statement that, if selected, insurance according to the attached requirements will be provided prior to signing contracts. (See Schedule C, attached).
- I. Include line item cost estimates for services covered under the proposal, breaking down the Phase I tasks. It is anticipated that Phase II tasks would be finalized and negotiated based on selected option. Include a schedule of fees for any personnel that would be completing tasks under this agreement. This includes the costs of any required subcontracting, whether specifically included in the proposal or necessary to perform the work.

## 2.3 Incurring Costs

The City of Appleton will not be liable for any costs incurred by the submitter of a proposal due to the process of responding to this RFP.

## 2.4 Questions

Any questions concerning this RFP shall be directed to Matt Rehbein, Economic Development Specialist at 920-832-6463 or Monica Stage, Deputy Director, at 920-832-3943. Matt will be out of the office from 8/14 – 8/25, and calls during this time should be directed to Monica. City staff is willing to meet with interested firms by appointment. If a significant ambiguity, discrepancy, omission, or other error is discovered, a supplement or modification will be provided to all original recipients of this document.

## 3.0 SCOPE OF WORK

The City has identified a need to mitigate several acres of wetlands between now and 2024 to accommodate anticipated future infrastructure improvements and business/industrial park development in the City. In anticipation of this need, and potential future mitigation needs not identified at this time, the City would like to analyze the most prudent approach to accommodate these planned improvements and future wetland requirements.

### **PHASE I:**

The City is seeking an analysis to compare the cost, timing and resources involved in: 1) creating a City owned wetland mitigation bank, 2) partnering to create a wetland mitigation bank, 3) using the State of Wisconsin's fee-in-lieu program, 4) explore other options we may not be aware of. Additional tasks associated with Phase I include:

- 1) Summary of cost, benefits, timing, and risks for each of the 4 options listed above and any other options proposed. In the "Creating a wetland bank" option, include:
  - A) Conduct a windshield survey of suitable wetland restoration sites to identify land cover, drainage features, and potential restoration constraints. Provide a rationale for each site included.
  - B) Assign suitable wetland restoration sites to one of three categories (H=high feasibility/restoration potential; M=moderate feasibility/restoration potential; L=low feasibility/restoration potential).
  - C) Conduct telephone interviews with local natural resource land managers such as WDNR, USFWS, and County Land Conservation Department to evaluate potential landowner interested in wetland restoration.
  - D) Create a report with summary table and accompanying GIS maps in format listed in Section 5.0.
- 2) Provide forecast of availability and rates for wetland credits based on historical data, projects underway and current pricing of privately owned credits.
- 3) Meet with City Staff to present and discuss options to accommodate City needs.

- 4) Mutually determine, with City Staff, which option(s) are preferable and agree on Phase II scope and deliverables.

**PHASE II:**

A final scope of work for Phase II will be established after completing Phase I. In your proposal, identify your familiarity/experience with the potential next steps for each of the options presented in Phase I.

**4.0 ANTICIPATED SCHEDULE**

**CONSULTANT SELECTION SCHEDULE**

RFP Released	August 11, 2017
Consultants to submit proposals by	August 31, 2017
Notification if selected for interview	September 8, 2017
Interviews	September 12, 2017
Consultant Selection by City Staff	September 13, 2017
Staff recommendation to CEDC*	September 20, 2017
Contracts awarded by Common Council	September 20, 2017

CEDC – Community & Economic Development Committee

Phase II work anticipated to be completed in 2018

**5.0 DELIVERABLES**

Draft Report for review	November 13, 2017
Final Report	November 22, 2017
Consultant presentation of final report to CEDC*	Week of November 27, 2017
Mutually agreed scope and cost for Phase II work	December 6, 2017
CEDC* approval of Phase II contract	December 13, 2017
Common Council approval of Phase II contract	December 20, 2017

CEDC – Community & Economic Development Committee

- Five (5) hard copies of the draft and final reports should be submitted along with one (1) electronic copy.
- All files GIS Compatible including:
  - Data Format
    - 1) File geodatabase
    - 2) Shapefile
  - Map
    - 1) ArcGIS.mxd format
- Written summary of all meetings, conversations and copy of all correspondence on the City’s behalf.

## **6.0 CONTRACT SCOPE**

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected or not.

If the City desires the contracted scope of services to be modified from the proposal, the City of Appleton and the selected consultant will negotiate a detailed scope of services and establish the associated fee for those services prior to award.

The consultant shall closely monitor the contract budget and intended scope of services. Should the City request any work over and above the final scope outlined in the contract, a contract amendment will be negotiated. The contract amendment must be approved by the Community and Economic Development Committee and the Common Council before any additional work is initiated.

## **7.0 EVALUATIONS AND AWARD**

### **7.1 Evaluation of Proposals**

Upon receiving all responses to the RFP, the City of Appleton will evaluate the proposals based on the following criteria:

- A. Relevant Experience
- B. Project Team
- C. Project Understanding
- D. Project Schedule
- E. Consultant Fee

### **7.2 Interviews**

The City may or may not conduct interviews for firms submitting proposals. If interviews are to be held, it is anticipated that consultants will be notified on September 8, 2017 and interviews will be held September 12, 2017. Phone interviews may be conducted instead of in-person interviews.

### **7.3 Award of Contract**

Following evaluation of all submitted proposals and any interviews, the City of Appleton will announce a contract award by notifying all applicants in writing. The City of Appleton reserves the right to award any, all, none, or any combination of items in this RFP, as may be deemed in their best interest.

#### **Attachments:**

- Exhibit A – N/A
- Exhibit B – N/A
- Exhibit C – Insurance Requirements

**EXHIBIT C**  
**CITY OF APPLETON**  
**PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by the City of Appleton.

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 and the length of time that is specified, if any, in the contract or listed below whichever is longer.

**1. PROFESSIONAL LIABILITY**

A. Limits

- (1) \$1,000,000 each claim
- (2) \$1,000,000 annual aggregate

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

**2. GENERAL LIABILITY COVERAGE**

A. Commercial General Liability

- (1) \$1,000,000 each occurrence limit
- (2) \$1,000,000 personal liability and advertising injury
- (3) \$1,000,000 general aggregate
- (4) \$1,000,000 products – completed operations aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (1) Premises and Operations Liability
- (2) Contractual Liability
- (3) Personal Injury
- (4) Explosion, collapse and underground coverage
- (5) Products/Completed Operations must be carried for 2 years after acceptance of completed work
- (6) The general aggregate must apply separately to this project/location

**3. BUSINESS AUTOMOBILE COVERAGE**

A. \$1,000,000 combined single limit for Bodily Injury and Property Damage each accident

B. Must cover liability for Symbol #1 - "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 an Employers Liability limit of:
- (1) \$100,000 Each Accident
  - (2) \$500,000 Disease Policy Limit
  - (3) \$100,000 Disease – Each Employee
5. **UMBRELLA LIABILITY** - If exposure exists, provide coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
6. **ADDITIONAL PROVISIONS**
- A. **Primary and Non-Contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.**
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as **additional insureds** on the General Liability and Business Automobile Liability Policies for liability arising out of project work - City of Appleton, **and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**
- D. Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work to the applicable department. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City of Appleton.