



**Request for Proposal (RFP) For
Transportation Fund and Street Funding
Feasibility, Analysis, and Fund Creation**

Issued by:
Village of Little Chute, WI
April 5, 2021

Proposals must be received no later than: 4:00 P.M., Friday, May 7, 2021

Submit RFP Response to:
James Fenlon
Village of Little Chute
108 West Main Street
Little Chute, WI 54140
james@littlechutewi.org

For further information regarding this RFP contact:
James Fenlon, Village Administrator
920-423-3850
james@littlechutewi.org

TABLE OF CONTENTS

1.0 GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Background
- 1.3 Scope
- 1.4 Project Calendar
- 1.5 Contract Terms

2.0 PREPARING AND SUBMITTING THE PROPOSAL

- 2.1 General Instructions
- 2.2 Proposal Organization and Format
- 2.3 Submitting the Proposal
- 2.4 Incurring Costs
- 2.5 Withdrawal of Proposals

3.0 CONSULTANT SELECTION AND AWARD PROCESS

- 3.1 Review of Submittals
- 3.2 Evaluation Criteria
- 3.3 Interviews/Presentations
- 3.4 Final Evaluation
- 3.5 Right to Reject Proposals and Negotiate Contract Terms.
- 3.6 Award of Contract

4.0 TERMS AND CONDITIONS

- 4.1 Insurance
- 4.2 Nondiscrimination
- 4.3 Assignment
- 4.4 Independent Contract Status
- 4.5 Amendments
- 4.6 Waiver
- 4.7 Indemnification
- 4.8 Contract Period
- 4.9 Termination
- 4.10 Other

1.0 GENERAL INFORMATION

1.1 Introduction:

The purpose of this document is to provide interested, qualified parties with information to enable them to prepare and submit a proposal for a consulting services contract. The selected consultant will complete or coordinate all necessary activities for the analysis that informs creation of a transportation fund or utility in the village. While the primary focus of this study is the complete formation of a transportation fund, the consultant will provide a brief comparative analysis of any other viable funding alternatives available to the village to address long-term capital requirements for road improvement that informs decision-making relative to transportation fund implementation.

1.2 Background:

In 2014/2015 and then again in 2020/2021, the Village of Little Chute discussed trends related to revenue (declining), expenditures (increasing), debt (increasing) and debt capacity (shrinking). We also discussed the cost of construction for roads and buildings that is outpacing inflation, making it difficult to use traditional approaches to finance capital needs of the village. One issue that consistently is discussed in our community is the use of special assessments and the challenge to manage special assessment rates and costs to the resident versus the cost of improvements. The five-year Capital Improvement Plan (CIP) for the village requires more than \$29M of new capital to support the needs of the community. It would be difficult for the village to assume new debt to address all our needs and a transportation fund has been identified as a path to addressing these needs.

2021 Street Rehabilitation and Construction Program Budget		
Total Street Repair and Maintenance Budget	\$669k	General Fund
Sidewalk Repair (part of budget above)	\$55k	General Fund
Chip Seal (part of budget above)	\$30k	General Fund
Street Reconstruction/Construction	\$2.949M	Capital Projects Fund (Construction and TIDs supported primarily by debt)
TOTAL	\$3.703M	

1.3 Scope:

The village is seeking to work with a team of creative personnel with experience in helping communities with transportation fund/utility creation, rate determination analysis, and implementation. The scope of work outlined below should not be viewed as rigid and the consultant is encouraged to offer alternative or additional efforts for this project where they believe is appropriate.

1.3.1 Public Information Objectives:

- A.** Identify, compare, and contrast the potential funding methods for the village’s annual street rehabilitation projects, including but not limited to special assessments, wheel tax, and other new or perspective funding methodologies, including the creation of a transportation fund.
- B.** Identify and summarize the policies to be considered, the impact on the village’s residential, commercial, industrial, and public authority/non-profit bases, and potential issues with the implementation of a transportation

fund in relation to the existing village ordinances and Wisconsin State Statutes. Also identify process for properties regarding credit on past assessments.

- C. Hold Public Informational meetings (no less than 3 public information meetings) either virtual or in person to explain rate structure and credit policy options, and answer questions related to the creation of a transportation fund.
- D. Prepare the copy for public information including a landing page on the village's website related to this effort.
- E. Identify what the transportation fund may and should fund - administrative, operating, and capital costs.
- F. Propose, develop, and implement methodologies for calculating transportation fund user fees. This work will be done in consultation with the elected body and staff.
- G. Compile public information results and present the finding and recommendations to the Village Board of Trustees.

1.3.2. Scope of Work:

A. Planning

- a. Prepare and present a summary plan outlining the work to be performed, data necessary to complete the project, and the timing of the work to be done (i.e. project timeline).
- b. Provide a draft or "go-by" of other final deliverables from similar projects to provide the project team with an idea of the general structure, content and level of detail expected to be developed.

B. Work

- a. Select and evaluate a sustainable, defensible, and equitable transportation funding method, i.e. impervious surface, trip based, etc.
- b. Compare potential revenues generated from a transportation fund/utility, wheel tax, special assessment, or alternative methodology.
- c. Define how to classify properties and estimate trips for each.
- d. Address implications to each class of customers.
- e. Identify, draft, and present for adoption the policies that need consideration and prepare a brief policy document for each issue identified with respect to recommended funding methods.
- f. Describe the process and required information to monitor and adjust recommended billing years as properties are added or removed over the life of the transportation fund.
- g. Detailed information and proposal for past assessments including potential credit process and structure.
- h. Identify preliminary items and information from village staff along with proposed schedule.
- i. Identify one-time and recurring costs necessary to effectively implement and operate the recommended funding methods.
- j. Identify annual maintenance considerations on an ongoing basis for a transportation fund, including the consideration of policy related items.

C. Deliverables

- a. A description of the policy review process.
- b. A summary of the recommended funding method(s).
- c. A preliminary and proposed rate analysis and billing options based on the sample residential and commercial areas selected versus property taxes.
- d. Calculate exact charges for all non-residential properties in the village.
- e. An estimate of the one-time and recurring costs associated with implementation and ongoing operation of recommended funding method(s).
- f. Presentation for adoption of the policies to be adopted regarding a transportation fund, including, proposed ordinances and other supporting documents for the fund.
- g. All technical memoranda, summaries, and detailed supporting data.
- h. A summary of conclusions and recommendations that addresses legal, financial, and administrative aspects of the recommended project funding method(s).
- i. An implementation plan, including communication plan, timeline, and cost estimate to implement the recommended funding method(s).
- j. Compile a preliminary report that includes but is not limited to:

All aspects of a transportation fund in terms of what is recommended by the consultant. This report will also provide details on implementation, including the presentation of ordinance(s), finalization of billing units, and determination of rate schedule(s). In addition, information within the report will include guidance and support for the type of fund category (government or proprietary) the transportation fund should be managed under. Any audit findings, including management letters, on previously established transportation utilities in Wisconsin will be included in the report. In summation, if approved by the Village Board of Trustees, the final report shall include a detailed plan and steps in order to fully integrate, manage, and maintain with village GIS, utility billing, financial reporting, and operational management by the appropriate departments.

The village will then review the draft report and revisions will be made as necessary. Following approval of the report by the Village Board, the consultant will make a presentation of the recommendations at no less than three public information meetings. The final report will be approved by the Village of Little Chute Board of Trustees as the mechanism for street reconstruction.

1.4 Project Calendar:

Listed below are estimated dates and times of actions related to this Request for Proposal (RFP). If the Village of Little Chute finds it necessary to change any of the specific dates and times, it will do so by issuing amendments to this RFP. Failure by the village to issue amendments to this schedule will not invalidate this selection process.

<u>DATE</u>	<u>EVENT</u>
April 5, 2021	Issue RFP
May 7, 2021	Proposals due on or before 4:00 p.m.
May 18-21	Interviews/presentations (if required)
June 2, 2021	Contract start date (estimated)
December 15, 2021	Contract completion (estimated)

1.3 Contract Terms:

The successful firm and the Village of Little Chute will enter into a Consultant Services Agreement drafted by the Consultant.

2.0 PREPARING AND SUBMITTING THE PROPOSAL

2.1 General Instructions

The evaluation and selection of a consultant will be based on the information submitted in the proposal plus references and any required interviews/presentations. Consultants should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a submittal.

The proposal shall:

- 2.1.1 Identify the qualifications of the consultant and any sub consultants, including relevant projects, particularly projects working with municipalities on studying feasibility of transportation utilities.
- 2.1.2 Identify the project manager and principal individual(s), qualifications, and experience of those proposed to do the work.
- 2.1.3 Define the project approach and identify the specific tasks involved in the performance of the proposed work effort and the means by which these tasks would be implemented.
- 2.1.4 Include all costs associated with conducting the work.
- 2.1.5 Proposals shall be limited to no more than 15 total pages.

2.2 Proposal Organization and Format

Consultants responding to this RFP must include the following information:

- 2.2.1 COVER LETTER, RFP SIGNATURE PAGE: Include any cover letter and the RFP signature page. Submittals in response to this RFP must be signed by the person in the consultant's organization who is responsible for the submittal.
- 2.2.2 QUALIFICATIONS OF THE SUBMITTING CONSULTANT AND ANY SUBCONSULTANTS WHO ARE TEAM MEMBERS: The specific qualifications of the firm(s) to accomplish the work outlined should be included. Specific projects relevant to this assignment with dates, clients, and specific references that could comment on the quality of the work should be identified. At least three references of directly relevant work must be provided from projects completed within the last five years. References should note the contact name, address, and phone number, along with the relationship to the project and project site location. The results of any reference checks will be provided to the evaluation committee and used when scoring the written qualifications.
- 2.2.3 QUALIFICATIONS OF THE INDIVIDUALS WHO WILL WORK ON THE

PROJECT: The qualifications must identify the project manager and explain how this point of contact will lead the consultant's efforts. If interviews are necessary for selection, it will be necessary for the proposed project manager to conduct a majority of the presentation and be able to answer most questions asked during the interview process. All other relevant personnel who will work on the project should be identified in this section with relevant specific experience identified. Include specific work assignments of the proposed personnel. Resumes describing the educational and work experiences of the key people proposed for this assignment should be included.

2.2.4 PROJECT APPROACH: The proposed approach must include the specific tasks anticipated for the project including how each task would be implemented and the team members who would be responsible for each task.

2.2.5 SEPARATE COST PROPOSAL: The submittal shall include a quote for all costs associated with implementing this project. If additional or alternative efforts are recommended these should be broken out separately from the primary tasks.

2.3 Submitting the Proposal

Proposers may send completed proposals via email or deliver by hard copy on or before 4:00 PM Friday, May 7, 2021 to:

James Fenlon
Village of Little Chute – Village Administrator
108 W. Main Street
Little Chute, WI 54140
james@littlechutewi.org

A consultant can hand deliver their proposal package on or before the date and time listed above. Hand delivered submittals must be time-stamped by the Little Chute Clerk's Office by the stated time. Submittals received after Wednesday May 7, 2021 at 4:00 PM will not be accepted.

2.4 Incurring Costs

The Village of Little Chute is not liable for any cost incurred by proposers in replying to this RFP.

2.5 Withdrawal of Submittals

Proposers may withdraw a submittal, in writing, at any time up to the due date and time. The written withdrawal notice must be received by the Village Administrator. The notice must be signed by an authorized representative of the firm submitting the proposal.

3.0 CONSULTANT SELECTION AND AWARD PROCESS

3.1 Review of Submittals

The village's evaluation team will include the Village Engineer, Director of Public Works, Finance Director, and Village Administrator.

The evaluation team will review references and may request interviews/presentations. The resulting information will be used to rate the submittals. The evaluation team reserves the right to make a selection based on submittals without scheduling interviews. The evaluation team's scoring will be tabulated, and submittals ranked based on the numerical scores received.

The project fee is not included in the evaluation criteria but could influence the selection process. The Code of Federal Regulations allows consideration of costs when selecting the consultant.

3.2 Evaluation Criteria

The proposals will be scored using the following criteria:

• Description	• Points
• Consultant Expertise	• 30
• Consultant Relevant Project Experience	• 20
• Project Team Qualifications	• 20
• Project Approach and Proposed Timeline	• 30
• TOTAL	• 100

3.3 Interviews/Presentations

Top-scoring consultants, based on the evaluation of the written proposals, may be required to have interviews/presentations to support and clarify their proposals, if requested by the village. The village will make every reasonable attempt to schedule each interview/presentation at a time on during the week of May 17th, 2021 that is agreeable to the consultant. Failure of a consultant to complete a scheduled interview/presentation to the evaluation committee may result in rejection of the opportunity for award of a contract.

3.4 Final Evaluation

Upon completion of any interviews/presentations by proposers, the village's evaluation committee will adjust the scores based on the information obtained in the interview / presentation, possible reference checks, project fee, and any other pertinent proposer information.

3.5 Right to Reject Proposals and Negotiate Contract Terms

The village reserves the right to reject any and all proposals if determined that they do not satisfactorily meet the needs or qualifications required. The village reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract.

3.6 Award of Contract

The committee's final evaluation and recommendation will be sent to the Village Board of Trustees for approval.

4.0 TERMS AND CONDITIONS

4.1 Insurance

All proposals must include either a description of the firm's insurance or a certificate of insurance outlining the firm's insurance policies which evidence compliance with the requirements contained herein. The successful Firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Village. Such insurance shall be primary. Prior to execution of the written contract, the successful Firm shall furnish the Village with a Certificate of Insurance listing the Village as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement.

Failure to submit an insurance certificate, as required, can make the contract voidable at the Village's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by Village of Little Chute.

4.2 Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts.

4.3 Assignment or Subcontract

This contract may not be assigned or subcontracted by the Firm without the written consent of the Village.

4.4 Independent Contractor Status

The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

4.5 Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

4.6 Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term.

The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

4.7 Indemnification and Defense of Suits

The Firm agrees to indemnify, hold harmless, and defend the Village, its officers, agents and employees from any and all liability including claims,

demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Firm, its employees, agents or subcontractors.

4.8 Contract Period

The term of this contract will be as specified in the RFP.

4.9 Termination of Contract

It should be noted that either party may cancel the service agreement for by written notice to the other party at least 90 days in advance of the commencement of the contract.

If through any cause, the Firm shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Firm shall violate any of the covenants, agreements or stipulations of this contract, the Village shall thereupon have the right to immediately terminate or provide notice of the terminations this Contract. Such termination notice shall be in writing and shall identify the date of the termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the support firm under this contract shall, at the option of the Village, become the property of the Village of Little Chute.

Notwithstanding the above, the support firm shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the contract by the support firm, and the Village may withhold any payments to the support Firm or the purpose of set off until such time as the exact amount of damages due to the Village from the support Firm is determined.

4.10 Other Considerations

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The Village reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.