



## **REQUEST FOR PROPOSAL**

**RFP # 2018-PR-003**

# **Boulder Junction Bike Trail Extension Route Assessment & Trail Specification Development**

Release Date: 6 March, 2018

Revision: original

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Thank you for your interest in our Bike Trail Extension Project. This Request for Proposal (RFP) represents the requirements and objectives of our project, and are the best available information for use by the respondents to this RFP.

As described in the RFP, the respondents are provided with a process to ask questions and seek clarification to the requirements and expectations of the overall project, and specifically the RFP. It is the responsibility of each respondent to remain current on the RFP requirements, as during the course of the proposal response period, amendments and clarifications may be issued as they relate to the RFP questions submitted by the respondents and changes deemed necessary by the Town of Boulder Junction.

We look forward to seeing your proposals, good luck and thank you.

## **SECTION 1 -REQUEST FOR PROPOSAL**

### **A. Background and Objectives**

The Town of Boulder Junction, Vilas County Wisconsin, is accepting proposals for an experienced Engineering Firm to support us in our initial Phase of a planned Bike Trail Extension.

Beginning in the early 1990s, the Town of Boulder Junction initiated and pursued a vision of a paved bike trail network in western Vilas County. In the ensuing years, the surrounding Towns joined us, creating what is now the Heart of Vilas County Bike Trail System. Over 47 miles of paved bike trails, with more on the planning boards of each town.

As a next step in our efforts to create a world-class Bike Trail System, the Town is seeking the support of an Engineering firm to accomplish the following Statement of Work (SOW) deliverables:

1. Develop and publish a formal "Route Assessment" of the proposed placement for the Trail Extension.
2. Develop Rough Order of Magnitude (ROM) cost estimate for construction of the proposed Bike Trail Extension
3. Develop general specifications and bid package details required to support a formal bid and proposal effort for the Bike Trail Extension.

This document provides information for interested firms to prepare and submit their Qualifications for consideration, along with a Costed Proposal for delivery of the identified Statement of Work (SOW) deliverables.

The scope of this RFP focuses on tasks associated with improving our project definition, including preliminary route design and specification, estimated costs. This critical data will be used to support the fund raising and various project steps as we move forward. The scope of this RFP does not engage the contracted Firm beyond the efforts defined

for 2018. However, the successful bidder will be retained for Engineering Support during the construction Phases should the project be moved forward as planned.

## B. Project Description

The Town of Boulder Junction currently manages approximately 23 miles of the 47 mile Heart of Vilas County Bike Trail System. Additionally, there are concept plans which describe various additions to the existing trail system, which the Town has identified as possible future project. In the summer of 2017, a committee was formed, with the acknowledgement of the Town, whose objective it was to create an extension to the Trail along County H

The current planning targets an approximate 3.7 mile extension to the existing trail, which would parallel County Trunk Highway H, between County Trunk Highway K and North Creek Road. The goal is to create this extension to the same standards as the existing trail system, with planning and construction to be integrated and aligned with the Town's Road Project, where it makes sense, and offers cost or risk advantages.

The scope and objectives of this RFP focus only on the 2018 objectives of the overall County H Bike Trail Expansion Plan. The winning Firm will be tasked to work with the Trail Committee and the Town Board to accomplish the three (3) Statement of Work tasks:

### 1. Route Assessment:

The respondent will be required to conduct a "Route Assessment" of the entire proposed length and location of the trail extension. This Route Assessment must be accomplished in coordination with the Trail Committee. The primary deliverable under this SOW item is the creation and publication of a *Route Assessment Report*. The Firm's RFP response should describe their planned approach to the execution of this deliverable, and include a discussion/description of the reports' content and scope.

The report must include a summarized condition assessment of the full route listing each key topographic and/or other physical issues that will impact the route and/or trail design & construction.

The report must include a Plan View, Topographic Mapping Visual of the proposed trail route, and/or any variations resulting from the Route Assessment. It should highlight/identify the key areas of concern/consideration resulting from the Route Assessment. The route map deliverable should be no smaller than an 11" x 17", fold out page in the report.

## 2. Cost Estimate:

The respondent will deliver a rough order of magnitude (ROM) cost estimate for design and construction of the proposed Trail Extension, along the proposed route, reflecting key issues identified in the Route Assessment.

The ROM estimate should clearly show costs associate with each key phase of construction, including but limited to:

- Design & Survey work
- Route Construction
  - Clearing
  - Construction
  - Finishing
- Engineering Services
- Key Elements
  - Bridges/Boardwalks
  - Drainage/Culverts
  - Safety Related Items
- Contingency Categories

Respondents should clearly denote assumptions and other considerations used as a basis for their cost estimates.

## 3. Trail Specifications:

In coordination with the Trail Committee, the respondent will be required to develop a “Trail Specification” for use by the Town in their planning and bidding efforts. This further includes the development of a basic drawing set for the Trail construction. The Trail Specification should be aligned with Local, State, and Federal guidelines and expectations, yet tailored to reasonably align to small municipality circumstances and realities.

The Firm’s RFP response should describe their planned approach to the execution of this deliverable, and include a discussion/description of the Deliverables’ content and scope.



## SECTION 2 – RFP SUBMISSION GUIDELINES

### A. Submission Format, Deliverables& Deadlines:

A compliant design submittal will include the following items and formatting. To be considered for final selection, each respondent shall provide all the listed items with their submittal package, and in the quantity and formats listed. Digital file submittals will be on one (1) disk/thumb drive, combining all submitted items.

- 1) Cover letter indicating interest and project understanding. (NTE 1 pages)
- 2) Description of qualifications, including:
  - a) The respondent's relevant experience with similar projects. (NTE 2 pages)
  - b) Resume for the primary person assigned to our project. (NTE 1 page)
  - c) Information on the relevant of insurance carried by the firm. (as required)
- 3) Costed Proposal, including:
  - a) Description & Plan for each deliverable. (NTE 3 pages each)
  - b) Schedule for each deliverable. (included in 3a)
  - c) Cost for each deliverable (NTE 1 page total)
- 4) Associated Forms: (as required)

*Two (2) Hardcopies (8.5 x 11 paper), One (1) Digital media device*

Incomplete submissions, as determined by the Town Board, will not be considered.

Proposals may be mailed or hand delivered to arrive ***no later than 3:00p.m. on Tuesday, April 3rd, 2018*** to the address below. Late submissions will not be accepted.

MAIL TO:

Attn: Town Chairman  
 Town of Boulder Junction  
 PO Box 616  
 Boulder Junction, Wisconsin 54512

HAND DELIVER TO:

Town Offices, Community Center Building  
 Town Chairman, c/o Town Clerk  
 5392 Park Street (County Hwy M/K)  
 Boulder Junction, WI 54512

Proposal to be clearly marked: **Official Notice #2018-PR-003, Boulder Junction Bike Trail Extension Project RFP**. Please note; for proposals submitted by courier delivery service (e.g. UPS®, FedEx®, etc.), the building at the address above does not open until 9:30 a.m. Instructions to delivery drivers should be explicit in regard to that time as well as the above noted address. Without such instructions, a package may not be delivered on-time to the correct location.

## B. Visitation, Questions & Changes Regarding This RFP

The Respondents may request and schedule meetings and visits to Boulder Junction in support of their proposal efforts. All scheduling will be based on availability of personnel and the scope of the meeting/visit. Meetings will be set on a first come/first serve basis. The visits/meetings must be accomplished before 26March, 2018.

All questions and formal communication regarding this RFP should be submitted in writing to the Trail Extension Committee care of Town Clerk at [clerk@townofboulderjunction.org](mailto:clerk@townofboulderjunction.org). Questions may be submitted anytime between RFP Release and 22March, 2018. Deadline for all questions is close of business March22, 2018. Questions received after this date will only be considered if time is available.

Responses to all questions, and any additional RFP information, changes and/or clarifications regarding this RFP will be issued in the form of an addendum to this RFP. RFP Revisions and/or Addendums will be posted at the following link: <http://townofboulderjunction.org>

The Town of Boulder Junction reserves the right to amend the RFP as necessary during the response period to ensure the best possible process and that the specifications are clarified to the extent possible to benefit the process.

All respondents will be responsible for keeping abreast of the change addenda as they are posted. All such addenda shall become a part of the RFP, and all respondents shall be bound by such, whether or not received by the team.

## C. RFP Schedule:

Issue RFP:	Tuesday, 6 March, 2018
RFP Questions Due:	Thursday, 22March, 2018
Respondent Visits/Meetings:	NLT 26March, 2018
Publish Response to RFP Questions:	Thursday, 29March, 2018
RFP Responses Due @ 3:00PM	Tuesday, 3 April, 2018
Committee Bid Opening:	Tuesday, 3 April, 2018
Committee recommendation to Town Board:	Tuesday, 10 April, 2018
Award Announced:	NLT 27April, 2018



## D. RFP Selection Process

All Proposals meeting the criteria of this RFP will be evaluated by the Trail Extension Committee. The Trail Extension Committee will evaluate all responses based on specified criteria and recommend a selection to the Town Board. The goal is to select the best Firm for the Town of Boulder Junction. The Town of Boulder Junction reserves the right to select, for any reason, the proposal that best meets the objectives of the Town, including the right to not select any of the proposals.

The Trail Extension Committee will evaluate all compliant proposals based only on the contents of the submitted proposal. Prior experience the members of the committee may have had with the Respondents, if not included in their RFP response, will not be considered as part of the evaluation.

Proposal review will focus on:

- ✓ Completeness of response against the objectives
- ✓ Cost Effectiveness
- ✓ Ability to meet the proposed Project Schedule
- ✓ Commitment, insight, understanding of the Objectives
- ✓ Best value for the Town of Boulder Junction

## SECTION 3 GENERAL TERMS AND CONDITIONS

1. **Interpretations of RFP**-All requests for interpretation should be submitted in writing to Town Clerk, [clerk@townofboulderjunction.org](mailto:clerk@townofboulderjunction.org) . No oral interpretations will be made to any Respondent as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. Each Respondent will be responsible for keeping abreast of the addenda as they are published. All such addenda shall become a part of the RFP, and all Respondents shall be bound by such, whether or not received by the Respondent.
2. **Receipt of Proposals** -Proposals received prior to the time of opening will be secured. The person whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to any person for the premature opening of a proposal not properly addressed and identified. Respondents are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Respondents should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.
3. **Withdrawal of Proposals** -Proposals may be withdrawn on written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Respondent in preparing a proposal for offer to The Town of Boulder Junction confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Respondent, the Respondent will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.
4. **Rejection of Proposals** -The Town of Boulder Junction reserves the right to reject the proposal of any Respondent who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.
5. **Equal Employment Opportunity** -The Respondent agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP.
6. **Small Business Enterprise Participation** – *NOT APPLICABLE TO THIS RFP* reserved
7. **Indemnification** -The Respondent agrees that it will indemnify, save and hold harmless the Town of Boulder Junction, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorney's fees, photocopying expenses and expert witness fees, recovered from or asserted against The Town of Boulder Junction on account of injury or damage to person or property or breach of

contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Respondent or any of its agents, servants, employees or subcontractors. The Town of Boulder Junction shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Respondent or any of its agents, servants, employees or subcontractors, to the Respondent or its insurer and, upon such tender, it shall be the duty of the Respondent and its insurer to defend such claim or action without cost or expense to the Town of Boulder Junction.

8. **Wisconsin Public Records Law** -Both parties understand that The Town of Boulder Junction is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, et seq. The Respondent acknowledges that it is obligated to assist the Town of Boulder Junction in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Respondent must defend and hold the Town of Boulder Junction harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.
9. **Request for Proposal (RFP)** - This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the successful respondent has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible. No information will be available to any respondent regarding the status of his response. However, Town of Boulder Junction reserves the right to enter into discussion with respondents for purposes of clarification or further information.
10. **Award of Contract** - While the Town of Boulder Junction intends to select one of the proposals received, the Town reserves the right to not award a contract, or it may seek additional clarifying information prior to any award decision. After a contract award decision has been taken by the Town, all of the respondents who submitted a proposal will receive a written notification regarding the outcome of the competition and the status of their proposals.

- 11. Insurance** – The respondents shall provide the Town of Boulder Junction with Certificates of Insurance evidencing the below referenced coverage prior to contract award. The insurance carrier must be licensed to do business in the State of Wisconsin. The Town of Boulder Junction shall be named as an additional insured with respect to liability coverage. The respondent shall provide certification of coverage to the Town of Boulder Junction as part of their RFP response.

Coverage	Amounts
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI \$ 500,000 per occurrence \$1,000,000 aggregate PD \$ 500,000 per occurrence \$ 500,000 aggregate
Automobile Liability	BI \$ 500,000 per person \$1,000,000 per occurrence PD \$ 500,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

Failure to provide the insurance required shall permit the Town of Boulder Junction to terminate/withhold the Contract. The Town, as an additional insured, shall be provided with at least the same advanced written notification as the Policy Holder, for any actions including notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract/ for any reason, including nonpayment of premium. This should be accomplished through the addition of an endorsement to the policies if necessary. The Insurance Provider(s) will mail all such notice(s) to the Town of Boulder Junction.

- 12. Affidavit of No Interest** – The Town of Boulder Junction will require an Affidavit of No Interest, which provides that no official or employee of the Town, and/or the Selection Committee, has, or will, receive anything of value in connection with the issuance of a contract as a result of this RFP.
- 13. Contract Payments** – The Town of Boulder Junction and the respondent will agree on a performance and payment schedule. The respondent will submit, to the Town, invoices itemizing the services performed and cost incurred since the last request for payment. Payment will be made after review of the respondent's work product and upon acceptance by the Town of Boulder Junction of the services performed.
- 14. Termination of Contract for Cause** - If, through any cause, the Respondent shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Respondent shall violate any of the covenants, agreements or stipulations of this contract, The Town of Boulder Junction shall thereupon have the right to terminate

this contract by giving written notice to the Respondent of such termination and specifying the effective date thereof, at least five (5) work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Respondent under this contract shall, at the option of the Town of Boulder Junction, become the property of the Town. Notwithstanding the above, the Respondent shall not be relieved of liability to Town of Boulder Junction for damages sustained by the Town by virtue of any breach of the contract by the Respondent.

15. **Sales Tax** - Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the Town of Boulder Junction is exempt from Wisconsin Use and Sales Tax. Agencies, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Respondents. Agencies are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.
16. **Utilization** - All information, plans, reports and conclusions derived or developed as a consequence or result of this RFP may be utilized by the Town of Boulder Junction in such manner and for such purpose as the Town desires or determines without permission or approval of the respondent or compensation to the respondent other than is herein provided, even if the Town does not ultimately contract with the respondent. By submitting a proposal, the respondent certifies that it reserves no patent, trademark, copyright, trade secret, or other intellectual property rights in any of the material that forms or is contained in its proposal, other than as noted in Form No.5 "Designation of Confidential and Proprietary Information".
17. **Miscellaneous** -The Town of Boulder Junction reserves the right to waive informalities in any proposals, reject any or all proposals, in whole or in part, with or without cause, and to accept that proposal which, in its judgment, best meets its needs and objectives.

## SECTION 4 – Forms and Miscellaneous

Title of Form	No. ofPages
1. Affidavit of No Interest .....	1
2. Non-Debarment Certification .....	1
3. Certification of Insurance Coverage .....	1
4. reserved	
5. Designation of Confidential and Proprietary Information Form .....	1

**1) AFFIDAVIT OF NO INTEREST**

STATE OF \_\_\_\_\_ ]

] SS

\_\_\_\_\_ COUNTY]

\_\_\_\_\_, being first duly sworn, on oath deposes and says that he/she is the agent of the \_\_\_\_\_, Respondent, for the attached submission for Official Notice No. RFP #2018-PR-003, Request for Proposals, Boulder Junction Bike Trail Extension.

Affiant further deposes and says that no officer, official or employee of the Town of Boulder Junction, and/or member of the Road Committee and their immediate family, has or will receive anything of value in connection with the issuance of an agreement ensuing from this RFP.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, State of \_\_\_\_\_

My commission expires \_\_\_\_\_

## 2) NON-DEBARMENT CERTIFICATION

The undersigned, being duly authorized to act on behalf of \_\_\_\_\_ (the "Respondent"), hereby certifies that neither the Respondent nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The Respondent further certifies that all potential (proposed or planned) sub-contractors, and any and all of their principals, are not debarred, suspended or proposed for debarment, and that the Respondent will not enter into any transactions with any sub-contractor, or any of their principals who are debarred, suspended or proposed for debarment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**3) CERTIFICATION OF INSURANCE COVERAGE**

<b>Coverage</b>	<b>Amounts</b>
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI \$500,000 per occurrence \$1,000,000 aggregate PD \$500,000 per occurrence \$ 500,000 aggregate
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

The undersigned, being duly authorized to act on behalf of \_\_\_\_\_ (the "Respondent"), hereby certifies that the Respondent currently has in place, or in the event of a contract award, is able and willing to obtain insurance coverage in the levels designated in the above table. And further, that they are willing and able to designate the Town of Boulder Junction as an additional insured entity on the policies.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### 5) DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to the Town of Boulder Junction’s Request for Proposal No. 2018-PR-003 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to the Town of Boulder Junction under a pledge of confidentiality. I would not have submitted this information had the Town of Boulder Junction not pledged to keep it confidential\* and request that the following pages not be released:

Section	Page	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**NOTE:** Respondents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY.

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**NOTE:** The Town of Boulder Junction, as custodian of these public records, has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential. The Town of Boulder Junction will notify any proponent if a determination is made that the requested information cannot be kept confidential. Generally, proposals are available for public review after the Town of Boulder Junction has awarded and executed a contract.

**PROPRIETARY INFORMATION:** Proprietary information submitted in response to this Request for Proposal will be handled in accordance with applicable procurement regulations. A respondent responding to this proposal should not include any proprietary information as part of its proposal unless the respondent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the Town of Boulder Junction, and 2) identifies the specific information when it occurs within the proposal. The Town of Boulder Junction’s preference is for the respondent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is proprietary and where this information is located within the response.

Data contained in the proposal and all documentation becomes the property of the Town of Boulder Junction.

Intentionally left blank