



**REQUEST FOR PROPOSAL
TO CONDUCT ANNUAL EASEMENT MONITORING VISITS AND
PREPARE MONITORING REPORTS**

**TETON COUNTY SCENIC PRESERVE TRUST
TETON COUNTY PLANNING AND BUILDING SERVICES DEPARTMENT
TETON COUNTY, WYOMING**

APRIL 17, 2019

I. Purpose

The purpose of this Request for Proposal is to contract with a professional environmental or land stewardship consultant (Consultant) to assist the Teton County Scenic Preserve Trust (TCSPT) in completing monitoring visits and monitoring reports for its open space easements, which it holds in Teton County, Wyoming.

II. Background

The TCSPT is the repository for certain interests in real property owned by Teton County, Wyoming, for the purpose of implementing the Common Values set forth in the Jackson/Teton County Comprehensive Plan by protecting and stewarding open space (Comp Plan Principle 1.4). An integral element of this program is to conduct annual monitoring and assessment of conservation easements held by the TCSPT to ensure that related terms of the easements are being met. The TCSPT holds approximately 55 open space easements in Teton County, Wyoming with the potential for additional easements to be accepted at the discretion of the TCSPT Board of Trustees. Each easement is located on privately owned property and includes unique restrictions and development potential. Each easement is visited biennially for monitoring, so every summer/fall approximately 25 to 30 easements are visited and conditions are assessed in individual monitoring reports.

III. Scope of Work and Service

- A. Conduct monitoring site visits and complete monitoring reports for all TCSPT open space easements. Specific tasks will include the following:
1. Landowner contact, by telephone, on behalf of the TCSPT, for the purpose of coordinating the timing of the visit with the landowner.
 2. Coordination with TCSPT on timing of visits where TCSPT staff needs to attend.
 3. Field visits to each property during summer-fall field season (July-September).
 4. Complete the TCSPT monitoring report, including an assessment of conditions, photo documentation, an aerial photo, and a photopoint map, for each property.
 5. When necessary, provide additional written explanation of items above.
- B. Consultant shall provide the Department with the following products of its work effort:
1. Submission of a landowner contact log.
 2. Submission of TCSPT monitoring reports and photo documentation for each easement

- within agreed upon timeframe.
3. All information, including any necessary additional information (written or depicted), shall be provided in both hard copy and digital form.
- C. Easement sites to be assessed shall be determined by the following guidelines.
1. If a conservation easement is transferred to another entity (such as the Jackson Hole Land Trust) prior to the scheduled monitoring date, the property will not need to be visited during this field season.
 2. Teton County Planning & Building Services Department will provide the Consultant with current landowner contact information as well as copies of landowner notification letters.
- D. Duration of Work and Annual Inspections.
1. The contract, if awarded, shall run for two consecutive years with an option to renew for two years.
 2. Teton County retains the right to terminate the contract if agreed upon terms are not met by the Consultant.
 3. The number of site inspections and corresponding reports will be between 20 and 30 per year. A list of easements to be monitored will be provided to the Consultant by Teton County prior to scheduling of site visits every year.

IV. Estimated Cost of Services

Consultant shall provide a detailed breakdown of services by the cost of each task above. Estimates should be quantifiable for the entire scope of work per year. For example, estimated cost per field visit and per monitoring report can be quantified for an annual total cost, but hourly rates for work cannot. The RFP responses shall provide a fixed-cost per easement in the cost estimate.

V. Insurance Requirements

A. Insurance

The Consultant shall provide at its own expense the following insurance for its business entity and its employees in connection with the work required under this contract:

- a. Worker's Compensation: Statutory.
- b. General Public and Auto Liability: \$1,000,000 each occurrence and aggregate.

B. Liability

The Consultant shall indemnify and hold harmless the County against all forms of liability, claims, damages, demands, and including attorney fees, of every kind and nature and attributable to bodily injury, sickness, disease, or death, or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of work under this contract.

VI. Employment Discrimination Prohibited

During the performance of a contract awarded pursuant to this "Request for Proposals," the Consultant agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Consultant agrees to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that the Consultant is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.

VII. Proposal Content

- A. Proposals shall, at a minimum, contain the following information.
1. Qualifications of the consultant, including a current company profile, years in the business, qualifications of specific individuals who will provide the services and work product required for this project, their availability and time commitment, and examples of similar completed work.
 2. Fee for Services with breakdown by tasks, budget time and cost per task based on Section III (Scope of Work and Service) as noted above.
 3. Timetable for completion of work including key milestones.
 4. Contact information for at least three references (clients).
 5. Insurance coverage (workers' compensation, general public and auto liability).
 6. Specific contract and performance conditions, including payment terms, and rates for additional services.
 7. Any exceptions to the requirements of this Request for Proposals.
- B. A bidder, in submitting a proposal, thereby represents that he or she is fully qualified, properly licensed, staffed, and equipped to properly to perform the work in accordance with all applicable laws and local ordinances having jurisdiction.
1. Each proposal must contain evidence of the Bidder's qualifications, licensures, etc., to conduct the work and complete the project or covenant to obtain such qualifications prior to award of contract.
 2. Each bidder shall submit within five days of Department request, written evidence such as financial data, present commitments and other such data as may be called for which would demonstrate qualifications to perform the work.

VIII. Special Provisions

- A. Bidders may obtain one set of Request for Proposal documents by contacting:
- Kristi Malone, Senior Planner
Teton County Planning & Building Services Department
200 S. Willow Street
P.O. Box 1727
Jackson, WY 83001
(307) 733-3959
kmalone@tetoncountywy.gov

Technical requirements may also be obtained through the Teton County Planning Department Website at: <http://www.tetoncountywy.gov/559/Planning-Division>

- B. Please direct any questions or requests for clarification/additional information regarding this Request for Proposal to Kristi Malone at the Teton County Planning & Building Service Department, (307) 733-3959 or kmalone@tetoncountywy.gov.
- C. Fee for Services and Payments. Invoicing and Payment terms shall be in accordance with the provisions of the Teton County Policies Handbook, Bid/Contract, Services – Contracting.
- D. Award of Contract. The County shall select a Consultant and award a contract based upon the following criteria:

	Criteria	Rating	Weight	Score
1.	Demonstrated understanding of project scope and scope of consultant services	1-10	20%	
2.	Qualifications to perform required services	1-10	20%	
3.	Cost basis, fee for services, and terms of payment	1-10	20%	
4.	References of provider, and years in business	1-10	20%	
5.	Ability to meet time requirements and proposed work plan, and	1-10	20%	
	Total			

Scoring: 10—Excellent; 7.5—Good; 5.0—Satisfactory; 2.5—Marginal; 0--Unsatisfactory

The County may negotiate with two or more respondents. After negotiation with selected respondents, the County shall select the one that, in its opinion, has made the best overall presentation and cost projections. If the County determines that only one respondent meets the qualifications, it may enter into negotiations with that respondent.

- E. Reservation of Rights. Teton County reserves the right to reject any and all proposals, to waive irregularities in proposals received, to reject non-conforming, non-responsive or conditional proposals, and to accept the proposal that in the County's sole judgment best serves the interests of Teton County, Wyoming.
- F. Proposal Delivery. Proposals must be received at the Teton County Planning & Development Department by **4:00PM MST MAY 17, 2019.**

Proposals received after this time and date will be returned unopened. It is the responsibility of the respondent to ensure the proposal arrives on time.

Provide three bound copies and one electronic PDF file of the proposal. Mail or deliver proposals to:

Teton County Planning & Building Services Department
Attn: Kristi Malone
P.O. Box 1727, 200 S. Willow, Jackson, WY 83001.

Cost figures shall be firm for 60 days, beginning MAY 17, 2019.

- G. Bid Opening. At **4:00PM May 17, 2019**, submitted bids will be opened and read aloud at the Teton county Planning and Building Services Department Offices.
- H. Schedule (Teton County reserves the right to change this tentative schedule as necessary)
1. Request For Proposal issued April 17, 2019
 2. Request for Proposal Advertised April 17, 2019 and April 24, 2019
 3. Proposals due May 17, 2019
 4. Notification of award June 4, 2019
 5. Contract approval June 18, 2019
 - 6.
- I. Required Compliance. The respondent awarded the contract shall be required to comply with all Teton County, State of Wyoming, and Federal requirements related to the contract.