Request for Proposals

For

Coal Industry Public Relations and Communications Contractor

Issued jointly by:
Beartooth RC&D Area, Inc.
Big Sky Economic Development

Issued September 18, 2016

Response Due October 20, 2016, 4:00pm MST

Request For Proposals
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Section 1: General Information

Request For Proposals (RFP)
Coal Industry Public Relations and Communications Director – CIPRCD2016

THE ABOVE DESCRIPTION AND NUMBER MUST APPEAR ON ALL PROPOSALS AND RELATED CORRESPONDENCE.

THIS IS NOT AN ORDER

RFP INITIATIVE: **Coal Industry Public Relations and Communications Contractor**		All consultants must respond in detail to each element of this RFP in order to be considered for contract award. **One electronic and six hard copies of the proposal should be mailed to contact person at the address below with the budget in a separate sealed envelope.**
MANDATORY PRE-PROPOSAL MEETING: **Tuesday, October 4, 2016** **1:00 pm MT** Big Sky Economic Development 222 N. 32nd Street, Ste. 200 Billings, MT 59101 **Call-in Number:** 1-800-747-5150 Access Code: 2566871# *****All proposing firms must participate in meeting by phone or in person **SUBMITTAL DEADLINE:** **Thursday, October 20, 2016** **4:00 pm MT**		**SEND ALL CORRESPONDENCE TO THE CONTACT BELOW:** Big Sky Economic Development Granite Tower Attn: Dianne Lehm 222 N. 32nd Street, Suite 200 Billings, MT 59101 Dianne Lehm, Director of Community Development Email: Dianne@bigskyeda.org PHONE: (406) 869-8409 FAX: (406) 256-6877

Section 2: Introductions and Objectives

Introduction

This RFP is issued by Beartooth RC&D Area, Inc. and Big Sky Economic Development jointly on behalf of a Coal Country Coalition (CCC) for the purpose of facilitating public relations and communications during the development of a Coal Impact Study for approximately a four-month period.

A Coal Country Coalition, comprised of three Economic Development Districts, Big Sky Economic Development, and six other stakeholder organizations, was created to secure professional assistance in analyzing the impact of coal production and generation on the economy of Montana, assessing workforce skills through an in-depth analysis and developing strategies to combat potential negative outcomes of a potential downturn in the coal economy in Montana. The focus of the study will be in a fifteen-county study area in southeastern and south central Montana. This includes the three Economic Development Districts of Southeastern Montana Development Corporation (SEMDC), Snowy Mountain Development Corporation (SMDC), and Beartooth RC&D. These counties include Custer, Powder River, Rosebud, Treasure, Fergus, Golden Valley, Judith Basin, Musselshell, Petroleum, Wheatland, Big Horn, Carbon, Stillwater, Sweet Grass and Yellowstone. The study will provide strategies which support the Coal Country Coalition for the development, implementation, and revisions to their respective work plans and strategic planning documents which may include additions to the Comprehensive Economic Development Strategies, and for related short-term Planning Investments and State plans designed to create and retain higher-skill, higher-wage jobs, particularly for the unemployed and underemployed in the nation's most economically distressed Regions. For all Regions of the Coal Country Coalition to continue meeting the needs of their communities while improving the overall economy, especially in regard to coal development and social conditions, there must be specific goals & objectives to align, leverage, & target federal economic and workforce development programs. The public relations and communications contractor will be responsible for working with the Coal Impact Study Contractor and the Coal Country Coalition partners.

Funding for this position has been secured through an Economic Development Administration (EDA) grant. Funding for the Coal Impact Study has been secured through EDA and the Big Sky Economic Development Trust Fund (BSTF).

Objectives

It is the intent of the issuing Entities to review and assess the RFP responses to determine if the response from solicited consultants can meet the needs of the proposed Scope of Work.

The project objectives are to:

1.) Facilitate communication between the stakeholder entities.
2.) Coordinate and provide liaison activities between the contractor's team and the issuing entities' team.
3.) Prepare grant reports in compliance with EDA and BSTF requirements for review and submission by issuing entities.

It is the intent of this RFP to select a qualified contractor through an open and competitive bid process who will provide assistance in achieving the project objectives, with specific concentration on Public Relations and Communications related to economic impacts and workforce development issues affecting Montana's coal industry.

Consultants are expected to provide their best and most competitive proposal.

RFP Submission

Upon the submission of the RFP response, the consultant acknowledges that all information is accurate and complete. In addition, please send one (1) electronic and six (6) hard copies via mail to the point of contact listed in Section I.

RFP Process Timeline	Dates
Issue RFP:	September 18, 2016
Advertise:	September 18, 19 and 20, 2016
Mandatory pre-proposal meeting:	October 4, 2016
Questions Due by 4:00PM:	October 17, 2016
Proposals due by 4:00PM:	October 20, 2016
Evaluate and choose:	October 27, 2016
Proposed start date:	November 3, 2016
Final Report Due:	January 31, 2017

Section 3: Scope of Work:

Scope of Work:

A. Represent the Coal Country Coalition members at public and professional meetings at the local and regional level at the request and approval of the Coal Country Coalition.
B. Identify and monitor critical coal-related activities and communicate those activities to Coalition members via periodic written summaries of the activity.
C. Actively participate in key coal industry related meetings as directed and approved by the issuing entities.
D. Coordinate and provide liaison activities between the Coal Impact Study contractor and issuing entities, including but not limited to bi-monthly progress review meetings/conference calls between the Contractor's team and the issuing Entities' team.
E. Coordinate and provide liaison activities among various agencies and organizations in order to assist in the development of economic and workforce development strategies to address potential changes in the coal economy which have the potential to diversify and strengthen the regional economy.
F. Work to build new relationships between initial Coalition entities and others who would benefit from the project objectives.
G. Prepare meeting agendas, minutes, bi-monthly project updates, EDA grant reports and BSTF grant reports for review by issuing entities.
H. Distribute bi-monthly project updates, minutes and other communications to stakeholders throughout the study period.

Performance Measurement: The issuing Entities will assess the Contractor's performance and progress towards expected results. Assessments and program monitoring will be based on:

1.) Schedule and perform bi-monthly progress review meetings/conference calls between the Contractor's team and the issuing Entities' team.
2.) Report all critical coal related information to the team.

3.) Produce and complete all required grant reporting.
4.) Feedback from partnering local, state, and federal agencies.
5.) Feedback from Coal Impact Study contractor.

Deliverables, Budget and Completion

A. The project objectives are to:
    - Facilitate communication between the stakeholder entities.
    - Coordinate and provide liaison activities between the contractor's team and the issuing entities' team.
    - Prepare grant reports in compliance with EDA and BSTF requirements for review and submission by issuing entities.
    - Assist in the preparation of final reporting to granting agencies.
B. Deliverables:
    - Schedule and lead bi-monthly team meetings
    - Bi-monthly Progress Reports.
    - Grant reports to comply with EDA and BSTF reporting requirements.
C. Budget
    - $18,000
        i. Up to $15,000 for consultant services
        ii. Up to $3,000 for travel
D. Completion Date
    - Upon completion and closure of both EDA and BSTF grants.

Section 4: RFP Evaluation and Selection Processes

Initial Evaluation

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP
- Compliance with proposal submittal date

Phase II Evaluation

The evaluation of consultant's proposals may include, but is not limited to, the following criteria:

- Consultant's experience with similar projects
- Perceived ability to meet the issuing Entities' requirements
- Availability (timetable) for providing goods and/or services
- Breadth of services available
- Training and professional development history
- Compliance with the issuing Entities' terms and conditions

Evaluation Criteria

The Proposals being requested will be scored on the following criteria:

Qualifications and ability to perform requested services (50 points total):

A.	Past experience	25 points
B.	Location as it relates to provision of services to the Entities	15 points
C.	References from work performed in the past three years	10 points

Section 5: Information for Consultants

Disclaimer

This RFP does not form or constitute a contractual document. The Entities issuing this RFP shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The Entities also will not be responsible for any expenses which may be incurred in the preparation of this RFP.

Instructions to Proposers

EXAMINATION OF DOCUMENTS

Before submitting the proposals, the proposer shall:

(a) Carefully review the terms of this request as well as the attachments;

(b) Fully inform yourself of the existing conditions and limitations;

(c) Include with the proposal sufficient information to cover all items required in the specifications.

PROPOSAL MODIFICATIONS

In addition to any other information and documentation requested in this RFP, any forms provided herein shall be included in the submitted proposal. Modifications, additions or changes to the terms and conditions of this request for proposals may be cause for rejection of the proposal. Proposals submitted without required forms may be rejected. No oral, telephone, email, fax or telegraphic modifications will be considered.

CERTIFICATION OF ALTERATION OR ERASURE

A proposal shall be rejected should it contain any material alteration or erasure, unless, before the proposal is submitted each such alteration or erasure has been initialed in INK by the authorized agent signing the proposal.

SIGNATURE

All proposals shall be typewritten or prepared in ink and must be signed in longhand by the proposer or proposer's agent or designee, with his/her usual signature. A proposal submitted by a partnership must

be signed with the partnership name to be followed by the signature and designation of the partner signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Proposals submitted by a proprietorship must be signed by the owner and the name of each person signing shall be typed or printed legibly below the signature.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally or by written request at any time prior to the due date set for receiving proposals. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the contract is delayed for a period exceeding ninety (90) days.

QUOTE VALID

The proposer must honor their quote for a period of ninety (90) days after the RFP due date.

CERTIFICATION

The proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The proposer further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

INSURANCE REQUIREMENTS

The proposer certifies that it/they can comply with Beartooth RC&D Area, Inc. and Big Sky Economic Development's minimum insurance requirements of and workers' compensation and employer's liability coverage as required by Montana law, including:

1. Commercial general liability, including contractual and personal injury coverage.
2. Professional liability.

DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of the issuing Entities. One copy of each proposal submitted shall be retained for the official files of each entity and will become public record after award of the Contract. Price proposals submitted, but not reviewed by the Entities, do not become a public record and shall only be retained for official files.

QUESTIONS

Questions regarding the Request for Proposals contents may be sent to the contact person listed in Section 1 via email no later than three business days prior to due date for proposals. The issuing Entities will make every effort to provide a written response within two business days. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposals, a copy of which will be forwarded to all Consultants who Consultants who participated in the mandatory pre-bid conference call. .

Consultants must submit their questions using the "Master Q & A" form found in **Attachment E**, and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information
- The question, clearly stated
- Specific reference to the applicable Request for Proposals section(s)

ATTACHMENT A

VALIDATION QUESTIONS FOR CONSULTANT

GENERAL INFORMATION

1) Company Name
   Address:
   Contact Name:
   Contact Phone:
   Contact Email:
   Website/URL:
2) How many years has your company been doing business in the community and economic development planning field?
3) Total full-time employees.
4) What are your standard payment terms?
5) References - Please attach a word document with all contact information for at least three references:
   a) Clients you have worked for in the last three years performing similar work
6) Can you provide documentation that your firm can meet the issuing Entities minimum insurance requirements?

FUNCTIONALITY

1) A certificate of insurance must be provided prior to signing the contract, commencing on the day contract begins. Are you willing to comply with these requirements?
2) You must instruct your insurance broker/carrier to notify the issuing Entities should your coverage change. Are you willing to do this?

QUALITY AND SERVICE

1) Do you have a quality assurance program? If yes, please attach a copy.
2) Are your employees required to take a mandatory drug test?

LEGAL ISSUES

1) Are there any pending lawsuits against your company? If yes, please explain.
2) Is your company or its principals presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction with any governmental departments or agencies. If the contractor cannot certify this statement, attach a written explanation for review.

ATTACHMENT B

STANDARD TERMS AND CONDITIONS

In case of default by the successful proposer or failure to deliver the goods or services within the time specified, the issuing Entities, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to proposers establish a standard of quality desired by the issuing Entities. Any proposer may submit quotations on any article-which substantially complies with these specifications as to quality, workmanship and service. The issuing Entities reserve the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the issuing Entities.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the issuing Entities.

The contractor warrants all articles supplied under this contract to conform to specifications herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

The contractor agrees not to be discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any contracts for the issuing Entities unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The issuing Entities reserve the right to cancel and terminate this contract forthwith upon giving 10 days written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, the proposer is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the proposal or termination of contract.

The successful proposer may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination. News releases pertaining to the award resulting from the RFPs shall not be made without prior written approval of the issuing Entities.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

The contractor may not assign or subcontract the agreement, or the right to receive reasonable performance of any act called for by the contract, shall be deemed waived by a waiver by the issuing Entities of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

ATTACHMENT C

BUDGET

(to be sent with proposal in a separate, sealed envelope)

Project Element	**Price**
Contractual labor (not including travel)	

ATTACHMENT D

CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

Legal Name of Firm/Corporation	Authorized Signature
Address	Printed Name
City/State/Zip	Title
Date	Telephone Number

ATTACHMENT E

MASTER Q & A FORM

PROJECT: Coal Industry Public Relations and Communications Contractor

Master Q&A	Any questions regarding this Request for Proposals should be submitted according to the process outlined below. The issuing Entities will make every effort to answer within two (2) days of receiving the questions.
Q&A Process	1. Prepare questions or concerns on the template provided. 2. Complete the table in full, providing a date for each question and a section of the RFP to reference (if applicable). 3. Submit the completed form via email to Dianne Lehm, Dianne@bigskyeda.org. Attach associated documents as necessary. Please contact Dianne Lehm at (406) 869-8409 with any questions regarding this process.

Questions from: _____ Company: _____

Email Address: _____

#	Date	Reference Section	Question or Comment	Issuing Entities' Response
1				
2				
3				
4				