

# **Request for Proposals**

**For**

## **Yellowstone County, Montana Sports Facilities Feasibility Study**

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

Issued June 30, 2017

Response Due August 4, 2017 4:00pm MST

**Request For Proposals  
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**Section 1: General Information**

**Request For Proposals (RFP) - Yellowstone County Sports Facilities Feasibility Study 06-30-2017**

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

**THIS IS NOT AN ORDER**

<p>RFP INITIATIVE:</p> <p><b>Sports Facilities Feasibility Study</b></p>		<p>All consultants must respond in detail to each element of this RFP in order to be considered for contract award.</p> <p><b>One electronic and eight hard copies of the proposal should be mailed to contact person at the address below with the budget in a separate sealed envelope.</b></p>
<p><b>MANDATORY PRE-PROPOSAL MEETING:</b> <b>Monday, July 10, 2017</b> <b>1:00 pm MT</b> Big Sky Economic Development 222 N. 32<sup>nd</sup> Street, Suite 200 Billings, MT 59101 <b>Call-in Number:</b> 1-800-747-5150 Access Code: 2566871# *All proposing firms must participate in meeting by phone or in person</p> <p><b>SUBMITTAL DEADLINE:</b> <b>Friday, August 4, 2017</b> <b>4:00 pm MT</b></p>		<p><b>SEND ALL CORRESPONDENCE TO THE CONTACT BELOW:</b></p> <p>Big Sky Economic Development Granite Tower Attn: Dianne Lehm 222 N. 32<sup>nd</sup> Street, Suite 200 Billings, MT 59101</p> <p>Dianne Lehm, Director of Community Development Email: <a href="mailto:Dianne@bigskyveda.org">Dianne@bigskyveda.org</a> PHONE: (406) 869-8409 FAX: (406) 256-6877</p>

## **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 Visit Billings and Laurel Aquatic Recreation Complex (LARC) for the purpose of obtaining a market needs assessment and financial analysis related to potential new or remodeled sports facilities located in the Billings and Laurel area(s) of Yellowstone County, Montana.

Key stakeholder and user groups in Billings and Laurel, the population centers of Yellowstone County, Montana have identified a growing need for sporting event facilities in order to better serve their residents; provide high quality venues to host regional and state sporting events, drawing outside dollars into the local economy; and identify sporting event facilities that are found to be lacking in the larger trade area, thus increasing the financial viability of recommended facilities. The study area includes the City of Billings, the City of Laurel and the connecting I-90 corridor.

The venues of highest priority include, at a minimum: aquatic center(s); ice arena; track and field facility (Billings area only as Laurel has an existing track and field facility); fields; tennis court(s); courts/gym; and multi-use spaces that could be used as a community center(s).

These needs are likely to be addressed through a combination of new buildings and improvements to existing facilities and will likely require a phased approach and strategies to leveraging public-private partnerships in order to secure initial funding for building and renovations as well as long-term operations and maintenance of the facilities.

The Committee will use the information presented in the feasibility study to create a realistic action plan and the study will be used to assist in securing the funding to build, operate and maintain venues that would be financially viable in the Billings and Laurel areas.

The Steering Committee, consisting of 5-7 key stakeholders, will facilitate and manage the feasibility study process and this group will be involved throughout the process in order to develop a comprehensive look at the region's needs. The Committee is seeking to hire a firm to conduct a feasibility study in order to gain a better understanding of what types of facilities are needed in the Billings-Laurel area and what types of facilities would be financially viable for current and future needs.

### Objectives

It is the intent of the two 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 deliver a feasibility study to the Assisted Businesses which will be conducted by a neutral third-party consulting firm with experience in the area of amateur sports facility planning to help them determine a realistic and documented need to build new facilities and/or improve existing facilities in order to meet the growing demand for sports venues

in the Billings-Laurel area. This will be accomplished through a Market Needs Assessment, Financial Analysis, Community Input and Participation.

- To identify the potential for economic benefit in the form of a sports tourism opportunity profile and sports tourism market assessment.
- To identify the opportunity for job creation, including the identification of the types of jobs and realistic wage ranges for projected jobs.
- To recommend sustainable funding models, including examples currently in operation.
- To identify opportunities for public-private participation.

It is our intent 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 economic benefit to the study area.

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 electronic copy and six (6) hard copies via mail to the point of contact listed in Section I.

### RFP Process Timeline

### Dates

Issue RFP:	June 30, 2017
Advertise:	July 2 and July 7, 2017
Mandatory pre-proposal meeting:	July 10, 2017
Questions Due by 4:00PM:	August 1, 2017
Proposals due by 4:00PM:	August 4, 2017
Evaluate and choose:	August 11, 2017
Proposed start date:	September 1, 2017
Final Report Due:	January 31, 2018

### **Section 3: Scope of Work:**

The following Scope of Work outlines the priorities and expectations from a qualified firm.

## **Market Needs Assessment**

### Economic and Demographic Overview

- Identified study area.
- Secondary market area, expressed as a radius/radii around the study area.

### Sports Participation Trends

- Youth
- Adult
- Individual
- Team
- Sports participation as it relates to the overall health of a community

### Comparative Market Analysis and Market Demand

- Conduct a comparative analysis of our sports tourism market versus a competitive set of at least three other similar cities, including at least one in Montana, to help determine our current market position.
- Develop a sports tourism opportunity profile and market assessment that utilizes and builds on existing sports facilities to attract new sporting events.
- Develop a sports tourism opportunity profile and market assessment that utilizes and builds on proposed new sports facilities to attract new sporting events.
- Evaluate existing community needs and gaps through user group interviews and surveys.
- Review and leverage existing information related to market analysis and demand available through the City of Billings Parks and Recreation Plan, and USA Swimming Enterprise Plans for Aquatic Centers (Billings and Laurel).
- Provide market demand information to identify the needs of residents separate from the needs of sports tourism.

### Regional and Statewide Facility Audit

- Compile an inventory of existing public, private, and nonprofit sports facilities in Billings and Laurel including site location, current condition, capacity, user and spectator counts, amenities, regular use and events.
- Assessment of existing facilities in Billings, Laurel and the Billings-Laurel corridor.

## **Financial Analysis**

### Recommended Program and Operational Approach

- Recommendations on site and facility payout, capacity, user and spectator counts, amenities, regular use, specific events and competitions and economic impact.
- Recommend ways to expand and improve partnerships between community entities, opportunities to connect and coordinate existing facilities and programs, and funding opportunities.

- Evaluate management alternatives and opportunities, including identification of potential partners by specific activity, funding parameters, and agreement guidelines to support formal agreements for the ongoing management and operations of recommended facilities.

#### Demand/Economic Impact, Financial Projections, and Job Creation

- Specify the potential economic impact of proposed new facilities outlined in the study results and recommendations.
- Analyze community capacity and willingness to support recommendations outlined in the study, including availability of stakeholder-identified parcels of land.
- Provide realistic projections for job creation as a result of recommendations outlined in the study and identify types of jobs (part-time, seasonal, full-time) and realistic wage ranges for the projected jobs.
- Develop detailed estimates for the annual costs of operating the proposed facilities, including staffing costs.
- Project revenue and identify sources of revenue.

#### Funding Strategies

- Recommend sustainable funding models, including currently operating examples.

#### Public-Private Partnership Structures

- Identify opportunities for public-private participation.

### **Community Input and Participation**

- Conduct interviews with stakeholders and user groups. The Steering Committee will assist by providing contact information for these groups which include, but are not limited to:
  - Sports/special interest groups
  - Economic development related groups
  - Sports tourism groups
  - Key partners and other local providers
  - Youth sports league players and organizations
  - School District and higher education Athletic Directors
  - Healthy by Design Alliance and health care industry professionals
  - City and County government groups, including the METRA Board
- Workshop(s) to present findings to date and gather additional input for final report. The Steering Committee will assist with the participation list and coordinating the workshop(s).

### **Expected Results and Deliverables**

- Kick-off Meeting
- Bi-monthly conference calls with Steering Committee.
- Written monthly progress reports.
- Consultant to develop three concept plans to address needs and market potential, based on financial viability, market need and public input.
- Draft report of Market Needs Assessment, and Financial Analysis to allow for Steering Committee review and input.

- Presentation of Findings and Recommendations to key stakeholders and public.
- Final Report, including 8 hard copies and 1 digital PDF file.

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.) Bi-monthly progress review meetings/conference with Steering Committee.
- 2.) Progress towards final report and development of strategies.

The bi-monthly progress review meetings will serve as checkpoints for making overall and strategic adjustments in implementation by analyzing the data, determining gaps, and identifying benchmarks or milestones reached as defined in the proposal and approved Scope of Work.

Personnel – The Contractor will assemble a team with the required knowledge and experience in order to deliver the scope of work and meet the project objectives. The structure of the team and an organizational chart shall be included in the proposal with the name, position and resumes of proposed personnel. The contractor shall identify who will be considered key personnel.

Performance Monitoring – The contractor’s performance shall be evaluated based on the completion of specific tasks outlined in the Scope of Work, adherence to the work plan, and reports submitted to the issuing entities.

## **Deliverables, Budget and Completion**

Deliverables:

- Written monthly progress reports.
- Consultant to develop three concept plans to address needs and market potential, based on financial viability, market need and public input.
- Draft report of Market Needs Assessment, and Financial Analysis to allow for Steering Committee review and input.
- Presentation of Findings and Recommendations to key stakeholders and public.
- Final Report, including 16 hard copies and 1 digital PDF file.

Budget

- \$60,000

Completion Date

- January 31, 2018



## **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 developing similar Feasibility Studies
- Capacity to assume new business on an ongoing basis for at least one calendar year
- Perceived ability to meet the issuing Entities' requirements
- Availability (timetable) for providing goods and/or services
- Breadth of services available
- Reporting capability (i.e. monthly or weekly written or oral reports)
- 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 with developing Feasibility Studies             | 20 points |
| B. Location as it relates to provision of services to the Entities | 15 points |
| C. Firm/personnel qualifications                                   | 10 points |
| D. References from other communities                               | 5 points  |

Execution of the scope of work (50 points total):

- |   |                  |
|---|------------------|
| A. Description of proposed scope of work        | 20 points        |
| B. Description of public outreach process       | 10 points        |
| C. Process timeline                             | 10 points        |
| D. Deliverables, budget and completion schedule | <u>10 points</u> |

100 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's in the amount of \$1,000,000 per occurrence.
2. Professional liability in the amount of \$1,000,000 per claim.

### 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 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 and/or
  - b) Former clients you have community planning services for in the last two years
- 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 verify 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)**

<b>Project Element</b>	<b>Price</b>
Market Needs Assessment	
Financial Analysis	
Community Input and Participation	
Final Report Compilation, including printing	
<b>TOTAL</b>	

**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 Impact Study**

<b>Master Q&amp;A</b>	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.
<b>Q&amp;A Process</b>	<ol style="list-style-type: none"> <li>1. Prepare questions or concerns on the template provided.</li> <li>2. Complete the table in full, providing a date for each question and a section of the RFP to reference (if applicable).</li> <li>3. Submit the completed form via email to Dianne Lehm, <a href="mailto:Dianne@bigskyeda.org">Dianne@bigskyeda.org</a>. Attach associated documents as necessary.</li> </ol> <p>Please contact Dianne Lehm at (406) 256-6871 with any questions regarding this process.</p>

**Questions from:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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