

Request for Proposals

Growth Policy Update/Revision

**Issued by:
Rosebud County**

Issued March 1, 2018

REQUEST FOR PROPOSALS

SECTION 1: GENERAL INFORMATION

SECTION 2: INTRODUCTION AND OBJECTIVES

SECTION 3: SCOPE OF WORK

SECTION 4: RFP EVALUATION AND PROCESS

SECTION 5: INFORMATION FOR CONSULTANTS

ATTACHMENT A – TERMS AND CONDITIONS

ATTACHMENT B – CONDITIONS AND NON-COLLUSION FORM

Section 1: General Information

Request For Proposal (RFP) – Growth Policy Update/Revision

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

THIS IS NOT AN ORDER

RFP INITIATIVE: Growth Policy Update/Revision		All consultants must respond in detail to each element of this RFP in order to be considered for contract award. Five copies of the proposal should be mailed to contact person at the address below.
MANDATORY PRE-PROPOSAL MEETING: No Mandatory Pre-Proposal Meeting SUBMITTAL DEADLINE: Friday, April 2, 2018 5:00 pm MDT		SEND ALL CORRESPONDENCE TO THE CONTACT BELOW: Rosebud County Commissioners 1200 Main St. #2 Forsyth, MT 59327 cberdahl@rosebudcountymt.com PH 406-346-2251

Section 2: Introductions and Objectives

Introduction

This RFP is issued by Rosebud County for the purpose of updating/revising their Growth Policy.

Objectives

It is the intent of Rosebud County 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 proposed objective is to prepare a thorough Growth Policy in compliance with MCA 76-1-601.

It is our intent to select the best qualified contractor, through an open and competitive process, who will provide assistance in achieving the project objective.

RFP Submission

Upon the submission of the RFP response, the consultant acknowledges that all information is accurate and complete. In addition, please send five (5) hard copies via mail to the point of contact listed in Section I.

RFP Process Timeline

Dates

Issue RFP:	March 1, 2018
Advertise:	March 1 - 8, 2018
Proposals due by 5:00PM:	April 2, 2018
Evaluate and choose:	April 3-10, 2018
Proposed start date:	July 1, 2017 (Subject to CDBG Planning Grant Approval)
Final Report Due:	November 30, 2018 (Subject to CDBG Planning Grant Approval)

Section 3: Scope of Work:

Scope of Work:

Project: Create a Growth Policy to guide change and growth within Rosebud County. The project updates and replaces the 2013 Growth Policy. The intent is to update current policies and take Rosebud County into the future by providing a forum for county-wide policy and land use recommendation discussions.

County Plan Goals:

1. Identify key characteristics, resources, and assets in the community and develop strategies for how to preserve, protect, enhance, and capitalize on them.
2. Identify and prioritize current and future challenges/problems and develop strategies for how to address them.
3. Continue to develop and strengthen strategies to implement the concept of supporting development in areas of the County where infrastructure (capital facilities, human services), and developable land exist.
4. Update and evaluate the land use map.
5. Remain in compliance with growth policy provisions State law (MCA 76-1-

601)

6. Create a document that clearly guides general rule revisions (i.e. zoning, subdivision, and annexation regulations).
7. Continue the tradition of public access and involvement and explore different outreach tools such as web-based community conversations.
8. Develop a user-friendly document with clear implementation processes that address the goals and expectations of the community.

The 2018 Update of the Rosebud Growth Policy shall include current data and trends for those typical items of information as listed in MCA 76-3-601(3)(a) and 76-3-601(3)(b)(i thru vi).

As allowed by 76-3-601(3)(b)(ix), the Planning Board and County Commission desires to include in the Growth Policy:

- An analysis of impacts to real property tax revenues in light of the impending closure of the power generation facilities, as may affect industrial, commercial and residential taxes.
- Analysis of impacts to tax revenues due to loss of employment resulting from power plant facility closure.
- An analysis of impacts to coal tax revenues due to reduced demand for coal resulting from generation plant closure.
- An analysis of the potential tax revenue change due to the proposed Clearwater Energy wind generating facility.
- An analysis of potential tax revenue change due to proposed transmission lines, Angela to Colstrip and Colstrip to Medicine Bow.
- An analysis of the potential tax revenue change due to the proposed solar farm.
- An analysis of potential tax revenue change due to the proposed meat processing facility.
- An analysis of a potential hydro-generation facility on the Tongue River.
- An analysis of changes in County governmental services driven by the potential changes in real property tax revenues, both specific to the above listed items and cumulatively.

Also to be included in the Growth Policy are the typical items of information as listed in 76-3-601(3)(c, d, e, f, g, & h).

The Policy narrative and analyses is to be written with a County perspective, even though the incorporated communities of Colstrip and Forsyth must be considered.

Focus Elements:

The focus of policy development and implementation recommendations is based on the following six themes. Each focus element includes suggested topics of discussion. Other topics may be added and some excluded, depending on the outcome of this process.

Community Livability (History, Landscape, Arts and Culture, Education, Social Services, Quality of Life)

Economic Health (Industry, Commerce, Jobs/Wages, Fiscal Sustainability, Broadband and other supportive infrastructure, Entrepreneurialism, Loss of Units 1 & 2)

Housing (Affordability, Choice, Market demands, Fairness, Demographic Shifts)

Environmental Quality (Agriculture, Brownfields, Water, Air, Floodplain, Vegetation)

Safety and Wellness (Parks and Recreation, Human Health, Bicycle/Pedestrian Support, Fire, Police, Emergency Preparedness, Sewer/Water)

Land Context and Building Form (Land Uses, City-County interface, Land Availability)

Growth Policy for Rosebud County will include:

- Index to Background Reports – Community Profile
- Developable lands analysis
- Assets and Challenges Report
- Updated community policies for growth
- Consideration of Neighborhood Plans
- Realistic, workable Implementation strategies
- Updated land use map

The document shall be thorough, but succinct. The length of the document should not exceed 160 pages, if feasible, given the amount of data requested.

Twenty final zip-spine bound hard copies and five cd-rom or flash drive copies are requested.

Study Boundary:

Rosebud County

Roles:

Public: Review of background information. Community review at key points in the process. Invited to Listening Sessions and participating in focus groups (depending on interests).

County: Commission members will be provided regular updates and encouraged to participate throughout the process. City and County agencies will be directly involved where applicable.

Planning Board: The County Planning Board members will be regularly informed of the process and progress. Provide community perspective

throughout the process. They will be a sounding board for balancing policy development and implementation ideas from public input.

Approach:

The project is organized into six phases with tasks and products described as follows:

Phase1:StartUp

Tasks

Three initial meetings to discuss project approach and scope

- Core leadership
- Planning Board
- Commissioners

Product

Scope of Work

Public engagement plan

Vision Statement

Resolution in support of approach (to be considered by Commission)

Phase2: SetUp

Tasks

Establish Resource Team

- Conduct early resource team meeting (maybe through DRT)
- Data collection
- Assessment of current conditions and projections
- Review background documents
- Developable Lands Analysis
- Review of the previous growth policy

Establish Web presence on County web page

Refine Timeline

Product

Community Profile - Background Reports and Snapshots

Developable Lands Analysis

Dedicated web page presence with enhanced engagement

Phase3: EngageandListen

Tasks

Kick –off event*

- Encourage Planning Board as part of hosting

Speaker series

Neighborhood presentations

- Present Community Profile
- General questions regarding Assets and Challenges

Listening sessions – background to interest groups*

Product
Listening Results
Assets and Challenges Report
Draft Guiding Principles

Phase4: Envision

Tasks
Policy Discussion
Community workshop
Web conversation
Resource Team meetings
Product
Policy Direction Report
Vision Concept Map

Phase5: Implementation Planning

Tasks
Focus group/Resource team review*
Steering Committee support* Community Presentation*
Product
Draft Implementation strategies
Growth framework map

Phase6: Overview and Adoption

Tasks
Plan development – bringing it all together
Planning Board Recommendation
Commission Recommendation
Product
Final County Growth Plan/Policy
Revised Land use map

Proposed Resource Team:

Southeastern Montana Development Corporation (SEMDC)
County Road Department
City-County Health Department
Fire Department
Sheriffs Office
County Attorney
School Districts/Superintendent of Schools
MDT
Extension Service

The goal for this project is to “educate, engage, and empower” the community to develop a new, fresh plan that represents the County’s voice for the future. The process will draw upon solid background information, consider successes as well as concerns around the community and provide clear direction for ways to meet our community vision. Overall, this should be a positive experience that expresses the identity of Rosebud County.

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 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 Studies
- Capacity to assume new business
- 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)
- 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 similar projects | 20 points |
| B. Past experience working with issuing entity | 10 points |
| C. Firm/personnel qualifications | 15 points |
| D. References from other communities | 5 points |

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

- | | |
|---|------------------|
| A. Description of proposed work plan | 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 Entity 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 Entity 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 proposals or 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.

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 Rosebud County's minimum insurance requirements of 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 Entity. One copy of each proposal submitted shall be retained for the official file of the entity and will become public record after award of the Contract.

QUESTIONS

Questions regarding the Request for Proposal contents may be sent to the contact person(s) listed in Section 1 via email no later than two business days prior to due date for proposals. The issuing Entity will make every effort to provide a written response within two business days.

Consultants may submit their questions via email, 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 Proposal section(s)

ATTACHMENT A

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 Entity, 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 Entity. Any proposer may submit quotations on any article-which substantially complies with these specifications as to quality, workmanship and service. The issuing Entity 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 Entity.

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

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 Entity unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The issuing Entity reserves 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 Entity.

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 Sixteenth Judicial District Court, Rosebud 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 Entity 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 B

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