

# **Request for Qualifications**

**For**

**Economic Recovery  
Consulting Services**

**Issued by:  
Southeastern Montana Development Corporation**

**Issued February 26, 2021**

## **Request for Qualifications**

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## **Section 1: General Information**

### **Request for Qualifications (RFQ) – Economic Recovery Consulting Services**

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

### **THIS IS NOT AN ORDER**

<p>RFQ INITIATIVE:</p> <p>Economic Recovery Consulting Services</p>		<p>All consultants must respond in detail to each element of this RFQ in order to be considered for contract award.</p> <p><b>Five copies of the proposal should be mailed to the contact person at the address below.</b></p>
<p><b>SUBMITTAL DEADLINE:</b></p> <p><b>Wednesday, March 24, 2021, 5:00 pm MST</b></p>		<p><b>SEND ALL CORRESPONDENCE TO THE CONTACT BELOW:</b></p> <p>Jim Atchison or Julie Emmons Stoddard</p> <p>Southeastern Montana Development Corporation PO Box 1935 6200 Main St. Colstrip, MT 59323</p> <p>406-748-2990 (Jim) or 406-853-6900 (Julie) <a href="mailto:jatchison@semdc.org">jatchison@semdc.org</a>    <a href="mailto:julie@semdc.org">julie@semdc.org</a></p>

## **Section 2: Introductions and Objectives**

### Introduction

This RFQ is issued by Southeastern Montana Development Corporation (SEMDC) for the purpose of hiring a consultant to perform activities associated with developing and implementing strategies to address the need for long term economic recovery of the region from the impacts of the recent COVID-19 Pandemic and to develop strategies to increase the economic resiliency of the region in the future.

### Objectives

SEMDC intends to review and assess the RFQ responses to determine if the response from solicited consultants to the extent that will meet the needs of the proposed Scope of Work.

The proposed objective is to hire a consultant to work with the SEMDC staff, Board, and stakeholders to address the near term impact of the Pandemic and to support the formulation of strategies to assist businesses, local governments, workers, and residents with a focus to restoring economic conditions throughout the region.

It is our intent to select the best-qualified Contractor, through an open and competitive process, who will assist in achieving the project objective.

### RFQ Submission

Upon the submission of the RFQ 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.

### RFQ Process Timeline

### Dates

Issue RFQ:	February 26, 2021
Advertise:	February 26, 2021, March 5, 2021
Pre-Proposal Meeting	March 12, 2021
Proposals due by 5:00	March 24, 2021
pm: Evaluate and choose:	March 26, 2021
Proposed start date:	April 5, 2021
Proposed end date:	March 30, 2022

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

#### **Scope of Work:**

The following Scope of Work elements will support activities to prevent, prepare for, and respond to the coronavirus (COVID-19) pandemic and will respond to economic injury as a result of Coronavirus:

1. SEMDC undertakes short-term and long-term economic development planning and coordination to develop or update the SEMDC's disaster recovery and resiliency economic development plan, focusing on pandemic recovery and resiliency, consistent with the SEMDC's approved CEDS. In addition, the consulting services will support and supplement the organizational capacity for coronavirus response of staff members directly working on or supporting the work of the SEMDC's coronavirus-related economic development response by providing additional expertise required to assist and support the employed staff in the successful completion of the overall scope of work.

2. The consulting services will support the SEMDC staff and its Regional Economic Recovery Coordinators to work with Members Organizations (Cities and counties and other political subdivisions) and stakeholders – medical service organizations and other similar stakeholder organizations

- To serve the communities and local governments and support similar efforts of the Northern Cheyenne Tribe across the geographic region
- To serve as liaisons in identifying resiliency issues and deficiencies within the region and coordinate with other efforts outside the region to leverage state and local resources
- To serve in identifying potential resiliency mitigation measures, and economic recovery projects in disaster impacted areas
- Work with SEMDC staff to develop and implement economic recovery and resilience plans to rebuild resilient and sustainable communities throughout the organization's region;
- Work with SEMDC staff to assist in local, state, and federally led coronavirus recovery planning efforts among the most highly impacted communities;
- Work to identify economic development grant-eligible projects with state and federal resources for locally impacted communities to ensure these entities take full advantage of available funding opportunities
- Identify and foster private and non-profit partnership opportunities
- Serve as liaisons between local, state, and federal partners in order to speed the recovery process through strategic technical assistance and local capacity augmentation for the highly impacted communities within the organization's jurisdiction
- Facilitate the implementation of locally generated disaster recovery economic development projects developed as part of the CEDS or CEDS-aligned economic recovery and resilience plan
- Provide technical assistance to local businesses and industries as they work to recover from the recent disasters.
- Work with stakeholders in addressing the long-term needs of businesses and industries to support private sector resiliency.

- Work with entrepreneurs looking to develop innovative measures supporting economic resiliency.
- Support training for area stakeholders and businesses to increase preparedness and introduce resiliency measures to improve the region's overall effectiveness in addressing the serious issues related to economic and natural disasters.

3. Contractual services support will supplement the staff's work to undertake short-term and long-term economic development planning and coordination and develop or update a disaster recovery and resiliency economic development plan focused on pandemic recovery resiliency, consistent with the approved CEDS maintained by SEMDC. Additionally, the contractor firm may be called upon to offer technical assistance and capacity building for member organizations, local businesses, and other local stakeholders impacted by the Coronavirus, where the existing staff is unable to due to workload or other demands.

- Work with disaster recovery coordinators and the SEMDC staff in updating and revising the district CEDS. Coordinate efforts with the Northern Cheyenne Tribe to support authorized activities to prevent, prepare for, and respond to the coronavirus (COVID-19) pandemic, or respond to economic injury as a result of Coronavirus, and shall include one or more of the following pre-approved grant activities that shall focus on the geographic region within the EDD and support similar efforts on the Northern Cheyenne Tribal territory.
- Assist in updating and revising the SEMDC District CEDS, particularly the resiliency section, to address the challenges of disasters in the region, including floods and other weather events, pandemic events, and other potential disasters.
- Assist, where required, with additional technical assistance in supporting the implementation of adopted CEDS resiliency measures
- Assist SEMDC staff in providing Technical Assistance and capacity building for member organizations, local businesses, and other local stakeholders impacted by Coronavirus where needed

The consulting services required will be prioritized depending upon changing conditions and staff's needs to complete the above-identified work scope by the Executive Director of the SEMDC.

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

- 1.) Monthly progress review meetings/conference calls between SEMDC and Contractor's team.
- 2.) Feedback from partnering with local, state, and federal agencies.
- 3.) Progress towards final report and development of strategies.

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

Performance Monitoring – The Contractor's performance shall be evaluated based on completing specific tasks outlined in the Scope of Work, adherence to the work plan, and reports submitted to a designated SEMDC representative.

**Deliverables, Budget and Completion**

- A. The project objective is to:
  - Consultant would perform activities associated with economic recovery from the impacts of the COVID-19 Pandemic in the SEMDC Region
- B. Deliverables:
  - Monthly Progress Reports
- C. Budget
  - \$60,000
- D. Completion Date
  - Not later than March 30, 2022

**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 similar projects
- 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/Qualifications 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 25 points
  - B. Firm/personnel qualifications 25 points
- Interview Discussion/Execution of the scope of work (50 points total):
  - A. Description of proposed work plan/approach 20 points
  - B. Description of interaction with staff resources 10 points
  - C. Process timeline 10 points
  - D. Deliverables, budget, and completion schedule 10 points

## **Section 5: Information for Consultants**

### Disclaimer

This RFQ does not form or constitute a contractual document. The Entity issuing this RFQ 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 RFQ. The Entity will also not be responsible for any expenses incurred in the preparation of this RFQ.

### Instructions to Proposers

#### EXAMINATION OF DOCUMENTS

Before submitting the Qualifications, 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 Qualifications sufficient information to cover all items required in the specifications.

#### MODIFICATIONS

In addition to any other information and documentation requested in this RFQ, any forms provided herein shall be included in the submitted proposal. Modifications, additions, or changes to the terms and conditions of this Request for Qualifications may be cause for rejection of the proposal. Qualifications 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/submittal of qualifications 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/submittal of qualifications.

#### SIGNATURE

All proposals/submittals of qualifications 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/submittal of qualifications submitted by a partnership must be signed with the partnership name to be followed by the partner signing's signature and designation. Proposals by corporations must be signed with the corporation's legal name, followed by the name and signature of an authorized agent or officer of the corporation. The owner must sign proposals/submittals of qualifications submitted by a proprietorship, and the name of each person signing shall be typed or printed legibly below the signature.

#### WITHDRAWAL OF PROPOSALS/SUBMITTAL OF QUALIFICATIONS

Proposers may withdraw their proposal/submittal of qualifications 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 contract award is delayed for a period exceeding ninety (90) days.

#### CERTIFICATION



The proposer certifies that the proposal/submittal of qualifications 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 the highest quality, nationally advertised brand, and/or trade names.

### INSURANCE REQUIREMENTS

The proposer certifies that it/they can comply with SEMDC'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 RFQ become the property of the issuing Entity. One copy of each proposal/submittal of qualifications submitted shall be retained for the Entity's official file and will become public record after award of the Contract.

### QUESTIONS

Questions regarding the Request for Qualifications contents may be sent to the contact person(s) listed in Section 1 via email no later than two business days prior to the due date for proposals. The Issuing Entity 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 RFQ, the reply will be made in the form of an addendum to the Request for Qualifications, a copy of which will be forwarded to all Consultants who have attended the required Pre-Proposal meeting identified earlier in this RFQ.

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 Qualification section(s)

Consultants must not be on the Federal Debarment list and must have an active SAM number.

## 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 specifications' requirements.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without the Issuing Entity's prior written consent.

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 provided 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 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; a rendition of services. It is further understood that any contractor who violates 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 is unlikely.

The issuing Entity reserves the right to cancel and terminate this Contract forthwith upon giving ten 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 the Contract.

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

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