

# **BIG SKY RESORT AREA DISTRICT REQUEST FOR COMPETITIVE SEALED PROPOSALS**

## **INTRODUCTION**

TO ALL INTERESTED VENDORS: Big Sky Resort Area District (District) is seeking competitive sealed proposals from “vendors” to provide goods and services (per specifications on Exhibit A attached and incorporated herein).

## **DELIVERY DEADLINE & INSTRUCTIONS**

**DELIVERED NO LATER THAN 4:00 PM, MOUNTAIN TIME, February 3<sup>rd</sup>, 2023**, in a sealed box or envelope (hard copies and digital copies) with company name shown clearly on the outside, addressed to:

COMPETITIVE SEALED PROPOSAL  
Big Sky Capital Improvement Plan  
Big Sky Resort Area District  
P.O. Box 160661  
Big Sky, MT 59716

**BIDS THAT ARE SUBMITTED BEYOND THE DEADLINE SHALL NOT BE CONSIDERED AND  
SHALL BE REJECTED.**

## **CONTACT INFORMATION**

Requests for additional information or clarification:  
Daniel Bierschwale, Executive Director  
Big Sky Resort Area District  
11 Lone Peak Drive, Suite 204  
Big Sky, MT 59716  
[Daniel@ResortTax.org](mailto:Daniel@ResortTax.org)

## **QUESTIONS/CLARIFICATIONS**

Any questions related to the proposal or scope of work must be provided in writing prior to **January 20, 2023**. Responses to these questions will be sent to all those responding to this request.

## **PROPOSAL OPENING**

Competitive Sealed proposals will be opened at a regularly scheduled public meeting of the Board of Directors at **9:00 AM, on Wednesday, February 8, 2023**, at Big Sky Resort Area District, 11 Lone Peak Drive, Big Sky Montana, or upon reasonable notice to the Vendors or such other duly noticed public meeting.

## AMENDMENTS TO REQUEST FOR PROPOSAL

Any interpretation or correction of this Request for Competitive Sealed Proposals “CSP” will be made by written addendum sent to all Vendors that have submitted a conforming proposal within the deadline and that have not been eliminated from the selection process through District staff review.

## PROPOSAL FORM & CONTENTS

Deliver one (1) signed original, four (4) copies, and a minimum of one (1) digital copy prepared and submitted as follows:

<u>Document</u>	<u>Minimum Information</u>
1. Cover Letter:	Profile, name, address, location, phone number, email address, contact persons.
2. CSP Form: (signed)	Request For Competitive Sealed Proposal Form shall be signed and returned with proposal.
3. Exhibit ‘A’:	Describe in detail work, services & goods.
4. Exhibit ‘B’:	<b>Complete and submit as page 1 of response.</b>
5. Exhibit ‘C’:	Existing 2011 Capital Improvement Plan
6. Exhibit ‘D’:	Montana Capital Improvement Plan Manual
7. Change Orders:	Hourly rate for change order work.
8. License:	Copy of License, Business Certificate.
9. References:	3-references min. w/ contact info.
10. Warranty:	Provide copy of warranty terms & conditions.
11. Appendix:	Any additional information in support of proposal.

## SELECTION PROCESS

The District adheres to the Montana State Procurement Act, Title 18, Chapter 4, including Competitive Sealed Proposal Procedure of Montana Code Annotated (MCA) § 18-4-301 – 304. The act requires “adequate” and “reasonable” time for public notice.

1. **Evaluation.** The District will evaluate all conforming proposals.
2. **Rejection.** Th District expressly reserves the right, in its sole judgment, to accept or reject any or all proposals and to waive any defects and to allow modifications and supplementation of proposals that are submitted within the deadline.

3. **Review.** The District will review conforming proposals as follows:

Qualifications and ability to perform requested services:

- Past experience with similar projects
- Firm/personnel qualifications
- References from other communities
- Cost

Execution of the scope of work:

- Description of proposed work plan
- Description of public outreach process
- Process timeline
- Deliverables, budget, and completion schedule

4. **Revisions.** Vendors submitting proposals will be accorded fair and equal treatment with respect to opportunity for discussion and revision of proposals, and such revisions may be permitted, after submissions and prior to award for the purpose of obtaining best and final proposals.
5. **Review & Elimination.** After evaluating proposals based on the criteria herein the District may eliminate one or more or all vendors from further review.
6. **Interviews & Vendor Site Visit.** After review & elimination the District may in its discretion select one or more or all vendors to participate in interview(s), make oral presentation(s), provide supplemental information and documentation. The selection committee may use this process for further elimination. All arrangements and scheduling shall be coordinated by the selection committee or its agent.
7. **Confidential Negotiations.** Prior to making any award the District may negotiate directly with the remaining vendor or vendors. In conducting discussions and negotiations, there may be no disclosure of any information derived from competing proposals.

## **BINDING OFFER**

**VENDOR'S PROPOSAL CONSTITUTES A VALID LEGAL OFFER FOR 180-DAYS. VENDOR'S PROPOSAL SHALL NOT BE WITHDRAWN WITHOUT THE CONSENT OF THE DISTRICT.** Negligence, errors, mistakes or omissions in preparing the proposal, information, documentation, costs, or calculations shall confer no right of withdrawal after the submission deadline. Vendor bears all costs of preparing the proposal and any subsequent presentation or participation in the selection process.

## **MISTAKES ERRORS & OMISSIONS**

Vendor shall disclose errors in costs, calculations or information "mistakes" in the proposal submitted as well as in any related contracts, agreements, estimates, change orders or other documents. In the event the District accepts any proposal, related contracts, agreements, estimates, change order or other documents containing mistakes the **vendor shall be obligated to correct mistakes that are adverse to the District and shall have no right to enforce such mistakes against the District, except mistakes that work in favor of the District shall be binding on the vendor.**

## **CONTRACT FORM**

Vendor agrees to accept & execute the attached work & services agreement that will be issued subject to minor, non-substantive modifications or changes only. The District reserves the right to require the vendor to execute such further documents, contracts, agreements or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the District.

### **DISTRICT RESERVATION OF RIGHTS**

SUBMISSION OF A PROPOSAL CONFERS NO RIGHTS UPON ANY VENDOR AND SHALL NOT OBLIGATE THE DISTRICT IN ANY MANNER WHATSOEVER. THE DISTRICT RESERVES THE RIGHT TO MAKE NO AWARD AND TO SOLICIT ADDITIONAL PROPOSALS AT A LATER DATE.

This Request for Competitive Sealed Proposals may be canceled or any or all proposals may be rejected in whole or in part, as specified herein, when it is in the best interests of the DISTRICT, and such reasons will be stated in the contract file. § 18-4-307, MCA.

### **NOTICE OF AWARD**

In the event an award is granted, then the contract file shall contain the basis of the award that shall be to the responsible and responsive Vendor whose proposal best meets the evaluation criteria.

The District shall provide written notice to the vendor that is selected based on this "CSP". If no vendor is selected, then a notice of no award shall issue. Vendor selected will be required to execute a District Service Agreement (sample included).

### **REMEDIES & REMOVAL**

Vendors are advised that the Montana State Procurement Act provides exclusive remedies for Vendors, bidders, contractors or aggrieved parties. § 18-4-242, MCA. Transfer and assignment of contracts without authority and collusion or secret agreements between vendors for the purpose of securing any advantage is strictly prohibited, and any person who violates such provisions may be held criminally liable for misdemeanor with civil penalties from \$500 to \$5,000. § 18-4-141, MCA. In addition to these remedies [and other recourse provided in this invitation and at law or equity] Vendors may be suspended or removed as provided in § 18-4-241, MCA.

## EXHIBIT “A”

# I. SCOPE OF WORK

### A. Objective:

Big Sky Resort Area District, Montana (District) is soliciting proposals for services to complete a Capital Improvement Plan expansion and update to the 2011 Capital Improvement Plan (CIP) for Gallatin Canyon/Big Sky Planning and Zoning District (Exhibit C attached and incorporated herein). The 2011 CIP was limited in scope and area covered. The CIP was adopted in January of 2012 to inform and guide Gallatin Canyon/Big Sky Planning and Zoning District land use decisions. Big Sky has experienced significant change in the last decade and the CIP no longer reflects current conditions nor encompasses a large enough area to provide meaningful guidance into the future. When the CIP was created it only included Gallatin County in the scope of work and the analysis of Madison County portion of the District is necessary to guide decision making.

The District seeks an experienced consultant who has worked in resort areas, understands the complexity of local governance, particularly in the West, as well as the dichotomy of rural and urban needs. The consultant will complete this project by collecting and analyzing data, engaging the public and stakeholder groups, draft the update and amendment, and facilitate the adoption of the updated document by the District Board, Gallatin County Planning Board/Gallatin County Commission, and Madison County Commission.

### B. Context:

The unincorporated community of Big Sky is in Southwest Montana, a geographically remote area surrounded by the public lands of Greater Yellowstone. Bozeman and West Yellowstone are approximately a one-hour drive from Big Sky’s primary road of access US-191. Most local special purpose district boundaries generally aligned with the borders of the Big Sky Resort Area District. This boundary falls in both Madison and Gallatin Counties.

According to U.S. Census Block Data, Gallatin County is one of the fastest growing counties in the State of Montana with population being 122,713 in 2020 and 67,831 in 2000. Madison County – approximately 81% growth. Conversely, Madison County population was 8,623 in 2020 and 7,691 in 2010 – approximately 12% growth. The population of the boundaries of the District was 3,854 in 2020 and 1398 in 2010 – approximately 176% growth.

In a climate of the growth and fast-paced land development, the Capital Improvement Plan helps decision makers set forth meaningful financial projections to protect the health, safety, and welfare of Big Sky while providing practical recommendations for funding capital investments.

### C. Scope of the Project:

The update to the Capital Improvement Plan (CIP) shall consist of the following:

- Review, update, potentially expand community service areas, and revise, as appropriate, the contents of the Capital Improvement Plan for Gallatin Canyon/Big Sky Planning and Zoning District, along with updating technical and supporting data.
- Capital improvements for the Madison County portion of the Big Sky Resort Area District Boundary.

- For infrastructure that spans the Counties, the CIP should attempt to reasonably allocate a % of said infrastructure in each County.
- Discuss with stakeholders items that were not included in the 2011 CIP to incorporate in the updated CIP. Examples included daycare and library.
- Design the document, including development of the format and layout, as well as production of high-quality illustrations and graphics.
- Undertake the primary responsibility for editing and writing to create a cohesive document under review and guidance by Big Sky Resort Area District staff in collaboration with supporting both Gallatin and Madison County staff. This will include editing existing text or drafting new clear, concise text and policies that are supported by information in existing documents, new plans and studies, data analysis, public input, best practices, and/or successful application in other jurisdictions.
- Lead the public and stakeholder engagement process with support from Big Sky Resort Area District staff. The District expects public engagement and outreach for the project to take place through a combination of traditional public meetings and open houses, facilitated discussions with small groups, and internet-based engagement mechanisms (e.g. online surveys, wikimaps, website, etc.).
- Prepare and produce high quality public outreach materials graphically and in writing describing facts, findings, analysis, and alternatives for public meetings, open houses, webpage, and hearings upon direction of the Big Sky Resort Area District Staff.

**D. General Outline of Project:**

While the specific approach, methodology, and timeframe proposed by the consultant should be detailed in the written proposal, the District generally anticipates the Plan Update being completed over approximately a 6 month period of time. Please provide a proposed calendar. Below is a sample schedule, which should be used as a guideline but is meant to be tailored to reflect the skills and expertise and proposed schedule of the consultants.

1. Kickoff
2. Data Gathering and Trend Analysis
3. Preparation and Presentation of Data Report
4. General Citizen Engagement
5. Engagement of Stakeholder Groups
6. Summary Report
7. Draft and Document Assembly and Delivery
8. Public Presentations and Public Hearings
9. Delivery of Final Document
10. Formal Adoption of Document

**E. Staff Assistance:**

Staff from the Big Sky Resort Area District will be available on a limited basis to support this project. Proposals should identify any specific areas where staff assistance is anticipated and the number of hours of staff assistance per month anticipated.

**F. Progress Reports:**

The Consultant is expected to submit monthly progress reports via email to the District outlining the following: recently performed work; upcoming tasks; upcoming milestones; scope, budget and schedule issues; and other issues to be aware of.

## II: PROPOSAL CONTENT

**A. Understanding of Need:** The consultant shall acknowledge their understanding of the District's need for an update and expansion to the Capital Improvement Plan.

**B. Approach:** The consultant shall provide its detailed approach and proposed timeline for completing the project as described above, taking special care to explain their proposed methodology for public engagement and how they will communicate with the District during development and implementation of the project. The approach should describe any tasks for which the consultant will rely on assistance from District staff.

**C. Experience and Availability Project Team:** The consultant shall identify the project team members by name and explain, in detail, their experience working on plan updates. The proposal shall also name any consultants proposer intends to engage, explain their relevant experience, and the role they will play in the project. It is important that the consultant be able to respond to the District's needs in a timely manner, complete deliverables on time, and be an efficient resource for the District. The proposal shall address the various project team members' availability to complete the project on schedule.

**D. References** The Proposer shall provide a list of at least three public agencies and firms for which the Proposer has provided similar services and a summary of the exact type of services that were provided to these references. The proposal must include the contact information for these references.

**E. Cost** Proposals should outline the services that your individual firm will provide, with detailed cost information for those services and a not-to-exceed cost for the project.

**F. Proposal Outline**

- Not to exceed 15 pages

**G. RFP Process - Anticipated Timeline / Dates:**

- Issue RFP: January 10 2023
- Proposals due by 4:00 PM: February 3, 2023
- Opening of Proposals in Public Meeting – 9:00 AM February 8, 2023
- Evaluate and choose: February 8, 2023
- Proposed start date: March 1, 2023
- Delivery of Final Document: August 31, 2023

**Exhibit 'B'**

***Complete and include as page one (1) of your submittal***

Acknowledge Addendums

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

4. \_\_\_\_\_  
5. \_\_\_\_\_  
6. \_\_\_\_\_

**Total contract price: \$ \_\_\_\_\_**  
**(if supplemental pricing detail is required, attach to the back of Exhibit 'B')**

Acknowledge terms and conditions of contract (yes/no) \_\_\_\_\_

**AGREEMENT TO TERMS & CONDITIONS**

THE UNDERSIGNED IS DULY AUTHORIZED TO BIND THE COMPANY NAMED BELOW AND HEREBY AGREES TO ALL THE TERMS AND CONDITIONS IN THE FOREGOING REQUEST FOR PROPOSALS

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit 'C'**

[https://gallatincomt.virtualtownhall.net/sites/g/files/vyhlf606/f/pages/bs\\_cip.pdf](https://gallatincomt.virtualtownhall.net/sites/g/files/vyhlf606/f/pages/bs_cip.pdf)

**Exhibit 'D'**

[https://comdev.mt.gov/\\_shared/CTAP/docs/CIP-Manual-2020.pdf](https://comdev.mt.gov/_shared/CTAP/docs/CIP-Manual-2020.pdf)