



PETROLEUM COUNTY CONSERVATION DISTRICT REQUEST FOR PROPOSAL (RFP)

RFP Number: PCCD-122	RFP Title: Petrolia Irrigation District Headgate Replacement	
RFP Response Due Date and Time: January 24, 2022 2:00 p.m., Mountain Time	Number of Pages: 20	Issue Date: January 3, 2022

ISSUING AGENCY INFORMATION

Procurement Officer: Laura Nowlin	<u>Petroleum County Conservation District</u> Phone: <u>406-429-4832</u> Fax: <u>406-429-2015</u>
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INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to: <u>Petroleum County Conservation District</u> <u>P.O. Box 118</u> <u>Winnett, MT 59087</u>	Mark Face of Envelope/Package with: RFP Number: PCCD-122 RFP Response Due Date: January 24, 2022
Special Instructions: Email responses to petroleumcd@midrivers.com and musselshellwc@gmail.com	

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:	<hr/> (Name/Title) <hr/> (Signature) <small>Print name and title and sign in ink. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.</small>
Type of Entity (e.g., corporation, LLC, etc.)	Offeror Phone Number:
Offeror E-mail Address:	Offeror FAX Number:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide responses in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Proposals are evaluated based **solely** on the information and materials provided in your written response.

Use any forms provided, e.g., cover page, budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document. Late proposals are **never** accepted.

**The following items MUST be included in the response.
Failure to include ANY of these items may result in a nonresponsive determination.**

- Signed Cover Sheet**
- Signed Addenda (if appropriate) in accordance with Section 1.4.3**
- Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form, if claiming information to be confidential or proprietary in accordance with Section 2.3.1.**
- In addition to a detailed response to all requirements within Sections 3, 4, and 5, offeror must acknowledge that it has read, understands, and will comply with each section/subsection listed below by initialing the line to the left of each. If offeror cannot meet a particular requirement, provide a detailed explanation next to that requirement.**

- _____ Section 1, Introduction and Instructions
- _____ Section 2, RFP Standard Information
- _____ Section 3.1, Roles and Responsibilities
- _____ Section 3.2, Meetings
- _____ Section 4.1, Offeror's Qualifications
- _____ Section 5, Cost Proposal
- _____ Section 6, Evaluation Process
- _____ Appendix A, Standard Terms and Conditions
- _____ Appendix B, Contract
- _____ Appendix C, RFP Response Form
- _____ Appendix D, Petrolia Irrigation District Headgate Replacement Responsibilities, Timeline, and Cost Estimate sheet

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	1/3/2022
Deadline for Receipt of Written Questions to PCCD	1/14/22
Deadline for Submitting Written Responses to Offerors	1/19/22
RFP Response Due Date	1/24/22
Intended Date for Contract Award	2/8/22

***The dates above identified by an asterisk are included for planning purposes. These dates are subject to change.**

SECTION 1: INTRODUCTION AND INSTRUCTIONS

1.1 INTRODUCTION

The Petroleum County Conservation District ("CD") is seeking an engineer to provide services for replacement of a headgate on the Petrolia Irrigation District irrigation system. A more complete description of the services to be provided is found in Section 3.

1.2 CONTRACT PERIOD

The contract period is ten (10) months, beginning February 8, 2022, and ending December 31, 2022, inclusive. The parties may mutually agree to a renewal of this contract in six-month intervals, or any interval that is advantageous to the CD. This contract, including any renewals, may not exceed a total of two (2) years, at the CD's option.

1.3 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and announced by the procurement officer, **offerors shall not communicate with any CD staff regarding this procurement, except at the direction of Laura Nowlin**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is:

Procurement Officer: Laura Nowlin
Telephone Number: 406-429-4832
Fax Number: 406-429-2015
E-mail Address: musselshellwc@gmail.com

1.4 REQUIRED REVIEW

1.4.1 Review RFP. Offerors shall carefully review the entire RFP. Offerors shall promptly notify the procurement officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error that they discover. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth in Section 1.4.2. The CD will determine any changes to the RFP.

1.4.2 Form of Questions. Offerors having questions or requiring clarification or interpretation of any section within this RFP must address these issues via e-mail or in writing to the procurement officer listed above on or before **January 14, 2022** by 4 p.m. Clear reference to the section, page, and item in question must be included in the form. Questions received after the deadline may not be considered.

1.4.3 CD's Response. The CD will provide a written response by **January 19, 2022** to all questions received by **January 14**. The CD's response will be by written addendum and will be sent via email with the RFP by 4 p.m. on the date listed. Any other form of interpretation, correction, or change to this RFP will not be binding upon the CD. **Offerors shall sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror accepts the standard terms and conditions and contract set out in Appendices A and B, respectively.* Much of the language included in the standard terms and conditions and contract reflects the requirements of Montana law.

Offerors requesting additions or exceptions to the standard terms and conditions, or to the contract terms, shall submit them to the procurement officer listed above by the date specified in Section 1.4.2. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The CD reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring offeror during contract negotiation.

The CD shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all offerors submitting a response to this RFP. The CD will determine any changes to the standard terms and conditions and/or contract.

1.5.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.

1.5.3 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror acknowledges it understands and shall comply with the RFP specifications and requirements.

1.5.4 Offeror's Signature. Offeror's proposal must be signed in ink by an individual authorized to legally bind the offeror. The offeror's signature guarantees that the offer has been established without collusion. Offeror shall provide proof of authority of the person signing the RFP upon CD's request.

1.5.5 Offer in Effect for 120 Calendar Days. Offeror agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP due date or receipt of best and final offer, if required.

1.6 SUBMITTING A PROPOSAL

All subsections not listed in the "Instructions to Offerors" on page 3 require a response. Restate the section/subsection number and the text immediately prior to your written response.

1.6.1 Organization of Proposal. Offerors must submit a signed copy of the RFP cover sheet and the form attached as Appendix C to respond to this RFP. Offerors shall follow the response format outlined in Appendix C: RFP Response Form. Proposals should be bound and must include tabbed dividers separating each section. Proposal pages must be consecutively numbered.

The CD encourages offerors to use materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content. Offerors are encouraged to print/copy on both sides of each page. Proposals must also be emailed to musselshellwc@gmail.com.

1.6.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. Further, the CD may deem a proposal nonresponsive or disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

1.6.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals. Each proposal shall be evaluated separately.

1.6.4 Price Sheets. Offerors *must* use the RFP Price Sheet found in **Appendix D** (please note, this sheet is combined with a description of the roles and responsibilities as well as the anticipated timeline for the project). This price sheet serves as the primary representation of offeror's cost/price. Offeror should include additional information as necessary to explain the offeror's cost/price.

1.6.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and two (2) copies** to the Petroleum County Conservation District. The CD also requests an electronic copy of the RFP response be sent to musselshellwc@gmail.com.

EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE clearly indicating it is in response to RFP PCCD-122. ***Proposals must be received at the reception desk of the Petroleum County Conservation District prior to 2:00 p.m., Mountain Time, January 24. Offeror is solely responsible for assuring delivery to the reception desk by the designated time.***

1.6.6 Facsimile Responses. A facsimile response to an RFP will ONLY be accepted on an exception basis with prior approval of the procurement officer and only if it is received in its entirety by the specified deadline. Responses to RFPs received after the deadline will not be considered.

1.6.7 Late Proposals. ***Regardless of cause, the CD shall not accept late proposals. Such proposals will automatically be disqualified from consideration.*** Offeror may request the CD return the proposal at offeror's expense or the CD will dispose of the proposal if requested by the offeror. (See Administrative Rules of Montana (ARM) 2.5.509.)

1.7 COSTS/OWNERSHIP OF MATERIALS

1.7.1 CD Not Responsible for Preparation Costs. Offeror is solely responsible for all costs it incurs prior to contract execution.

1.7.2 Ownership of Timely Submitted Materials. The CD shall own all materials submitted in response to this RFP.

SECTION 2: RFP STANDARD INFORMATION

2.1 AUTHORITY

The RFP is issued under 18-4-304, Montana Code Annotated (MCA) and ARM 2.5.602. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. The CD shall use only the evaluation criteria outlined in this RFP.

2.2 OFFEROR COMPETITION

The CD encourages free and open competition to obtain quality, cost-effective services and supplies. The CD designs specifications, proposal requests, and conditions to accomplish this objective.

2.3 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.3.1 Public Information. Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, is public information. Proposals will be made available for public viewing and copying shortly after the proposal due date and time. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the CD; and (3) other constitutional protections. See 18-4-304, MCA. The CD provides a copier for interested parties' use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.3.2 Procurement Officer Review of Proposals. Upon opening the proposals in response to this RFP, the procurement officer will review the proposals for information that meets the exceptions in Section 2.3.1, providing the following conditions have been met:

- Confidential information (including any provided in electronic media) is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors shall pay all of its legal costs and related fees and expenses associated with defending a claim for confidentiality should another party submit a "right to know" (open records) request.

2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.4.1 Initial Classification of Proposals as Responsive or Nonresponsive. The CD shall initially classify all proposals as either "responsive" or "nonresponsive" (ARM 2.5.602). The CD may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. The CD may find any proposal to be nonresponsive at any time during the procurement process. If the CD deems a proposal nonresponsive, it will not be considered further.

2.4.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility consistent with ARM 2.5.407. An offeror may be determined nonresponsible at any time during the procurement process if information surfaces that supports a nonresponsible determination. If an offeror is found nonresponsible, the procurement officer will notify the offeror by mail. The determination will be included within the procurement file.

2.4.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate all responsive proposals based on stated criteria and recommend an award to the highest scoring offeror. The evaluator/evaluation committee may initiate discussion, negotiation, or a best and final offer. In scoring against stated criteria, the evaluator/evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering to the CD. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.4.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Proposals may not include references to information such as Internet websites, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion, negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.4.5 Best and Final Offer. Under Montana law, the procurement officer may request a best and final offer if additional information is required to make a final decision. The CD reserves the right to request a best and final offer based on price/cost alone. Please note that the CD rarely requests a best and final offer on cost alone.

2.4.6 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the evaluator's/evaluation committee's recommendation.

2.4.7 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation, the procurement officer will request from the highest scoring offeror the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The procurement officer will notify all other offerors of the CD's selection.

2.4.8 Contract Execution. Upon receipt of all required materials, a contract (Appendix B) incorporating the Standard Terms and Conditions (Appendix A), as well as the highest scoring offeror's proposal, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the CD may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is signed by all parties.

2.5 CD'S RIGHTS RESERVED

While the CD has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the CD to award and execute a contract. Upon a determination such actions would be in its best interest, the CD, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal (ARM 2.5.505);
- Not award a contract, if it is in the CD's best interest not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the CD determines adequate state funds are not available (18-4-313, MCA).

SECTION 3: SCOPE OF SERVICES

To enable the CD to determine the capabilities of an offeror to provide the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet the CD's requirements.

All subsections of Section 3 not listed in the "Instructions to Offerors" on page 3 require a response. Restate the subsection number and the text immediately prior to your written response.

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

The Petroleum County Conservation District will use this RFP to assess the expertise of a team of contracted professionals to provide final designs for the operating headgate at Petrolia Dam and manage the ordering and installation of the new headgate.

This RFP will be used to hire one contractor to complete all aspects of the design and installation of the project. It will be that contractor's responsibility to perform or hire sub-contractors to complete all of the duties described below. The PCCD will partner with the Petrolia Irrigation District for local coordination. Please see **Appendix D** for a table with roles and responsibilities.

3.1. Roles and Responsibilities: The following breakdown provides a description of the project and includes roles and responsibilities for the contractor and for the CD. Please also refer to the spreadsheet in **Appendix D**. Please provide your solution to this plan, identifying any anticipated discrepancies with the identified workplan, budgeted hours, and timing:

3.1.1. Professional and Technical: A licensed professional engineer will complete the headgate replacement design for the proposed project. Final design, regulatory compliance, bid assistance, construction oversight, and grant reporting assistance are included in these tasks.

Deliverables:

- Final Designs;
- Required Permits;
- Bid Documents;
- Construction Oversight;
- Final grant report.

3.1.2. Construction Administration: A licensed professional engineer will provide construction oversight of the selected Contractor. The Contractor's responsibilities will be to replace the headgate including mobilization/demobilization and installation of the new headgate.

Deliverables:

- Construction Completion Report.

3.4. Resolution of Problems: Any problems that may arise must first be communicated to the local project Coordinator. If the engineer finds unsatisfactory resolution, they must take the problems to the Petroleum County Conservation District administrator. The administrator may address the issue or consult the board of the Petroleum County Conservation District for proper resolution.

SECTION 4: OFFEROR QUALIFICATIONS

All subsections of Section 4 not listed in the "Instructions to Offerors" on page 3 require a response. Restate the subsection number and the text immediately prior to your written response.

4.1 CD'S RIGHT TO INVESTIGATE AND REJECT

The CD may make such investigations as deemed necessary to determine the offeror's ability to provide the supplies and/or perform the services specified. The CD reserves the right to reject a proposal if the information submitted by, or investigation of, the offeror fails to satisfy the CD's determination that the offeror is properly qualified to perform the obligations of the contract. *This includes the CD's ability to reject the proposal based on negative references.*

4.2 OFFEROR QUALIFICATIONS

To enable the CD to determine the capabilities of an offeror to perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet the CD's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.2.1 References. Offeror shall provide a minimum of three (3) references that are currently using or have previously used services of the type proposed in this RFP. At a minimum, the offeror shall provide the company name, location where the services were provided, contact person(s), contact telephone number, e-mail address, and a complete description of the services provided, and dates of service. These references may be contacted to verify offeror's ability to perform the contract. The CD reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the contract. Negative references may be grounds for proposal disqualification.

4.2.2 Company Profile and Experience. Offeror shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the services specified in this RFP, including, at a minimum:

- a detailed description of any similar past projects, including the service type and dates the services were provided;
- the client for whom the services were provided; and
- a general description of the firm including its primary source of business, organizational structure and size, number of employees, years of experience performing services similar to those described within this RFP.

4.2.3 Resumes. A resume or summary of qualifications, work experience, education, and skills must be provided for all key personnel, including any subcontractors, who will be performing any aspects of the contract. Include years of experience providing services similar to those required; education; and certifications where applicable. Identify what role each person would fulfill in performing work identified in this RFP.

4.2.4 Oral Presentation. If the Petroleum County CD RFP evaluation team deems it necessary, an in-person or teleconference may be requested for the purpose of interviewing offerors' key personnel.

SECTION 5: COST PROPOSAL

All subsections of Section 5 not listed in the "Instructions to Offerors" on page 3 require a response. Restate the subsection number and the text immediately prior to your written response.

5.1. Cost Estimate. Please complete the cost estimate sheet attached in **Appendix D**. Estimate the number of hours you anticipate will be required and provide the hourly rate.

5.2. Payment. Offeror will submit invoices monthly for payment which will include a brief description of what was accomplished; the numbers of hours billed; and all other incurred expenses, travel, per diem, and mileage. Monthly invoices will be submitted to Petroleum County Conservation District, PO Box 118, Winnett, MT 59087 by the 3rd Monday of each month. Payments will be approved by Petroleum County Conservation District for payment at their monthly board meeting which is the 4th Thursday of every month. If the billing invoices are not received by the 3rd Monday of each month, the Petroleum County Conservation District Board approval may not happen until the next monthly meeting.

5.3. Maximum Amount. The total amount of the award will not exceed \$101,000.00. Cost estimates exceeding this amount will disqualify the offeror from further consideration.

SECTION 6: EVALUATION PROCESS

6.1 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of one hundred (100) points.

The **Ability to Meet Provision of Services, References, Company Profile and Experience, and Resumes** portions of the proposal will be evaluated based on the following Scoring Guide. The **Resumes** portion of the proposal will be evaluated on a pass/fail basis, with any offeror receiving a "fail" eliminated from further consideration. The **Cost Proposal** will be evaluated based on the formula set forth below.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (95-100%): A superior response is an exceptional reply that completely and comprehensively meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to accomplishment of the project.

Good Response (75-94%): A good response clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.2 EVALUATION CRITERIA

Category	Section of RFP	Point Value
Provision of Services	30 % of points for a possible 30 points	
1. Methods	3.0	
2. Work Plan	3.0	
3. Timeline	3.0	
References	5 % of points for a possible 5 points	
4. References (Complete contact information provided)	4.2.1	Pass/Fail
Company Profile and Experience	35 % of points for a possible 35 points	
5. Years of Relevant Experience	4.2.2	
6. Relevant Past Projects		
Resumes	10 % of points for a possible 10 points	
7. Staff Qualifications	4.2.3	
Cost Proposal	20% of points for a possible 20 points	
8. Cost Proposal	5.0	

*If oral presentations are deemed necessary, and additional 10 points will be possible.

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this request for proposal, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The CD reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the CD. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the CD's solicitation document and a vendor's response, the language contained in the CD's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

DEBARMENT: Contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If Contractor cannot certify this statement, attach a written explanation for review by the State.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the CD prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the CD.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the CD of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

APPENDIX B: CONTRACT

AGREEMENT

THIS AGREEMENT is made between ___ (contractor name) _____ (contractor address) (hereinafter “___”) and Petroleum County Conservation District, P.O. Box 118, Winnett, MT 59087 (hereinafter “PCCD”).

WHEREAS, ___ is a Montana business providing engineering services.

WHEREAS, PCCD wishes to retain ___ to provide such services.

NOW, THEREFORE, it is agreed as follows:

1. Engagement of Services. ___ agrees that for a period not to exceed ten months, and shall be executed upon the date of the last signature; it will render to PCCD such services as PCCD may request relating to the matters set forth in the scope of work attached hereto as Attachment “A”. ___ shall not be required at any time to render service that would conflict with obligations of ___ undertaken prior to this agreement.
2. Fees. ___ shall be paid for such services set forth in the fee schedule attached hereto as Attachment “B”. ___ shall invoice PCCD for services rendered, and such invoices shall be payable upon receipt. Invoices shall include a brief description of what was accomplished; the numbers of hours billed; and all other incurred expenses, travel, per diem, and mileage.
3. Independent Contractor. Nothing contained in this Agreement shall be deemed to create an employer-employee relationship between ___ and PCCD. At all times, ___ shall act as an independent contractor and shall exercise independent control over the means and manner by which it performs the services described. ___ shall be responsible for all payments concerning self-employment tax and other taxes as an independent contractor. ___ shall have no authority to bind PCCD or incur any obligations on behalf of PCCD.
4. Insurances. ___ will provide proof of insurance coverage that must be in effect at the time of contract execution and for the duration of the project. Proof of the following insurance are on file with the Petroleum County Conservation District: Commercial General Liability Insurance (Occurrence coverage), to include bodily injury, personal injury and property damage with combined single limits of \$1,000,000 per claim and & 2,000,000 aggregated per year, from an insurer with a Best’s Rating of no less than A-. Automobile Liability Insurance with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$1000, 000 per accident occurrence (property damage) OR combined single limits of \$1,000,000 per occurrence from an insurer with a Best’s Rating of no less than A-. The Petroleum County Conservation District shall be listed as additional insured.
5. Property of PCCD. All memoranda, notes, records, papers, and other documents and all copies thereof relating to PCCD’s operation, business, and subject(s) related thereto shall remain the property of PCCD. ___ shall not disclose to any other person, firm or corporation or in any way use for its benefit or to the detriment of PCCD any information or knowledge obtained during the course of this Agreement with PCCD, except as authorized in writing by PCCD.

6. Conflict of Interest. ___ warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement, it is free to enter into this Agreement, and is under no obligation to consult for others in fields covered by this Scope of Work. ___ shall not, during the term of this Agreement, perform services which in any way conflict with PCCD's interests.

7. Termination of Agreement. This Agreement may be terminated by PCCD at any time upon thirty (30) days written notice. In the event of such termination, ___ shall be paid for services rendered up to and including the date of such termination.

8. Indemnification and Hold Harmless. ___ agrees that any advice rendered pursuant to this Agreement shall be based on its experience in the engineering profession; however, the ultimate decision to accept the advice is PCCD. PCCD agrees to indemnify and hold ___ harmless from any liability or claims of liability arising from or in any way related to action or inaction PCCD may take based on ___'s advice.

9. Litigation. In any litigation arising out of this Agreement or any other action taken to enforce the terms of this Agreement, the successful litigant shall be entitled to receive from the unsuccessful litigant, in addition to the costs and disbursements allowed by statute, reasonable attorney's fees to be fixed and determined by the Court.

10. Modification. This Agreement cannot be modified or revised without the express written consent of the parties. Written correspondence concerning modifications to Agreement should be addressed to:

_____ J.C. King, Chair
Petroleum County Conservation District
PO Box 118
Winnett, MT 59087

11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto, and there are no other agreements, verbal or otherwise, modifying or affecting the terms hereof.

12. Binding Effect. This Agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

13. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Any dispute arising out of the terms of this consulting Agreement which results in litigation shall be venued in the Tenth Judicial District Court, Petroleum County, Montana.

14. Assignment. This Agreement is not assignable by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, all of the parties have duly executed the Agreement.

CONTRACTOR

CLIENT

By: _____
Title: Project Manager

By: _____
Title: Supervisor

Witness: _____

Witness: _____

Attachment A

Scope of Work

Background: The operating headgate at Petrolia Dam, servicing the Petrolia Irrigation District, has failed and is in need of replacement.

Scope of Work: Engineer will complete design, permitting, bid assistance and construction administration for the Petrolia Irrigation District Headgate Replacement project. Engineer will perform or hire sub-contractors to complete all of the duties described below. The Petrolia Irrigation District will provide a local project coordinator.

The project is a headgate replacement project to control and ensure the reliable delivery of water from Petrolia Lake to the PID and improve management of water levels within the lake. The project will involve the design, permitting, bid assistance and construction oversight of a new headgate with a manual lifting system.

A licensed professional engineer will complete the headgate replacement design for the proposed project. Final design, regulatory compliance, construction oversight, and grant reporting assistance are included in these tasks.

Attachment B Budget

Task	Contractor	PCCD
1. Grant Administration		\$4,750
2. Engineering Services	\$	
3. Bid Assistance	\$	
4. Construction Administration	\$	

The Petroleum County Conservation District agrees to pay _____ for the services rendered as shown in budget items and as outlined in the Scope of Work shown in Attachment A.

Budget

_____ and PCCD agree to the following budget as presented in _____s proposal:

Schedule of Payments

_____ and PCCD agree to the following payment schedule for the work specified:

_____ will submit invoices monthly for payment which will include a brief description of what was accomplished; the numbers of hours billed; and all other incurred expenses, travel, per diem, and mileage. Monthly invoices will be submitted to Petroleum County Conservation District, PO Box 118, Winnett, MT 59087 by the 3rd Monday of each month. Payments will be approved by Petroleum County Conservation District for payment at their monthly board meeting which is the 4th Thursday of every month. If the billing invoices are not received by the 3rd Monday of each month, the Petroleum County Conservation District Board approval may not happen until the next monthly meeting.

APPENDIX C: RFP RESPONSE FORM

1. Offeror must provide a signed copy of the RFP Cover Sheet.
2. Offeror must include the "Instructions to Offerors" page.

OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION THAT WILL BE EVALUATED BY THE RFP EVALUATOR/EVALUATION COMMITTEE:

3. Provision of Services (Section 3).
4. References (Section 4.2.1).
5. Company Profile and Experience (Section 4.2.2).
6. Resumes (Section 4.2.3).
7. Cost Proposal (Section 5.0).
8. **Completeness of Proposal.** An offeror's response must be complete at the time of submittal and contain all the reference materials necessary to provide a complete response to the RFP. Unless specifically requested in the RFP, an offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**
9. **Copies Required and Deadline for Receipt of Proposals.** Offerors must submit **one original proposal and two (2) copies** to the Petroleum County Conservation District. The CD reserves the right to request an electronic copy of the RFP response.

EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE clearly indicating it is in response to **RFP PCCD-122. *Proposals must be received at the reception desk of the Petroleum County Conservation District prior to 2:00 p.m., Mountain Time, January 24, 2022. Offeror is solely responsible for assuring delivery to the reception desk by the designated time. Facsimile or electronic submissions are not acceptable.***

Mailing Address:
Petroleum County Conservation District
P.O. Box 118
Winnett, MT 59087

Physical Address:
Petroleum County Conservation District
813 North Broadway
Winnett, MT 59087

**APPENDIX D:
TIMELINE, RESPONSIBILITIES AND COST ESTIMATE**

Task	Responsible Party	Timeframe
1. RRGL Award and Contracting	PCCD	February 2022
2. Headgate Design	Engineer	March - June 2022
3. Regulatory Compliance	Engineer	April - June 2022
4. Advertisement for Bid	Engineer/PCCD	July 2022
5. Headgate Materials	Contractor/PCCD (coordinated by Engineer)	March - September 2022
6. Contractor Selection & Contracting		August 2022
7. Headgate Replacement	Contractor	September - October 2022
8. Construction Closeout	Engineer/Contractor/PCCD	November 2022
9. Grant Closeout	PCCD	December 2022
10. Project Completion	PCCD	December 2022

Cost Estimate

Engineering					
Task	Rate	Quantity	Unit		Price
Project Manager					
Project Engineer					
Surveyor					
Administrative					
Milage					
Per Diem					
Lodging					
Copying/Printing					
Bid Documents/ Plan Sets					
GPS Survey					
Engineering Total					
Budget Totals					
Engineering & Construction Oversight					
Total					