

Request for Proposals

For

Test and Training Center Feasibility Study

**Issued by:
Rosebud County**

Issued May 14, 2025

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) – Test and Training Center Feasibility Study

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

THIS IS NOT AN ORDER

RFP INITIATIVE: Test and Training Center Feasibility Study		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.
SUBMITTAL DEADLINE: May 26th, 2025		SEND ALL CORRESPONDENCE TO THE CONTACT BELOW: Rosebud County Commissioners 1200 Main Street PO Box 47 Forsyth, MT 59327 406-346-2251 Sarah.Kisman@rosebudcountymt.gov

Section 2: Introductions and Objectives

Introduction

This RFP is issued by Rosebud County for the purpose of preparing a Test and Training Center Feasibility Study.

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 hire a consultant to perform activities associated with implementing strategies to accomplish the completion of the feasibility study as stated above.

It is our intent to select the best qualified contractor and proposal, 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 four (4) hard copies via mail to the point of contact listed in Section I.

RFP Process Timeline

Dates

Issue RFP:

May 14, 2025

Advertise:

May 14 – 21, 2025

Proposals due by 5:00PM:

May 26th, 2025

Evaluate and choose:

May 27th – June 3rd, 2025

Proposed start date:

June 4th, 2025

Proposed end date:

July 1, 2025

Section 3: Scope of Work:

Scope of Work:

The objective of this program is to develop training protocols and needs, to design test facilities and to estimate the costs for building a test facility near Colstrip to be operated and managed by OCOchem. This test unit will be used to train new employees/operators for operating pilot and full-scale facilities. Again, there are no training programs in the US currently to specifically train electrochemical operators of plants like this which are completely unique. Note that OCOchem in its Richland, Washington research facility has in place a series of existing CO2 to FA test equipment, bench-top and pilot demo units that can serve as a baseline and rapid starting point for this program (no lengthy research or development is required).

Project deliverables will include, but not be limited or restricted to:

- a) Test Facility architectural plot plant, layout and footprint, including office, common facilities and meeting locations,

- b) Utilities including steam, hydrogen, nitrogen, power in AC and DC power configurations, CO2 and formic acid storage tanks to supply test bays,
- c) A list of specific testing bays/equipment to be employed include an overview of training objectives, training and testing criteria, QC and any certification anticipated. Plans should be made to work with regional community colleges (for example, Chief Dull Knife, Miles Community College and Dawson County Community colleges and possibly including other community college schools and tribes.
- d) Telecommunication links between Colstrip test facilities and OCOChem in Richland. WA.
- e) State-of-the-art safety and gas monitoring and computers for process control.
- f) Course description summary of each training program including any certifications.
- g) Cost estimates for the building test bay and auxiliaries and a separate cost estimate for each test unit to be deployed at Colstrip and operating cost estimates.

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 Rosebud County, SEMDC, and Contractor's team.
- 2.) Feedback from partnering 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 structure of the team and an organizational chart shall be included in the proposal with the name, position and resumes of proposed personnel. The contractor shall identify who will be considered key personnel.

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

Deliverables, Budget and Completion

- A. The project objective is to:
 - Consultant would perform activities associated with completing a Test and Training Feasibility Study
- B. Deliverables:
 - Feasibility Study and monthly progress reports
- C. Budget
 - \$40,000
- D. Completion Date
 - Not later than July 1, 2025

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 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 | 20 points |
| C. 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. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposal.

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)

Consultant 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 reserves 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