



**VISION ZERO**  
zero deaths  
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**Montana Department of Transportation**

2701 Prospect  
PO Box 201001  
Helena MT 59620-1001

*Greg Gianforte, Governor*  
*Malcolm "Mack" Long, Director*

Date: September 17, 2021

Subject: **Request for Proposals**  
2022-2024 Construction Engineering & Inspection (CEI) Term Contracts

To Whom It May Concern:

The Montana Department of Transportation is accepting proposals from consulting firms interested in a term contract for providing Construction Engineering & Inspection (CEI) Services at various locations throughout Montana.

MDT intends to establish term contracts to utilize consultants on an "as-needed" basis for the work described herein. At this time, the intention is to award five (5) agreements that will be approximately \$1,000,000 each, for a three-year period through December 2024. MDT reserves the right to revise the number of term contracts, the contract values, or contract timeframes, depending on the responses received. Extension(s) of contracts, by mutual agreement of both parties, may be made at one (1) year intervals, or any interval that is advantageous to MDT. Contracts, including any renewals, will not exceed a total of five (5) years.

Teams may be established as necessary; however, it is expected that the prime consultant will be capable of completing the vast majority of the work. As a rule, the prime consultant must complete at least 50% of the work for a specific task assignment unless written exception is given.

Montana professional engineering licensure is required for this work and must be in-hand at the time your proposal is submitted. If this requirement is not met and clearly identified in the proposal, your proposal will be considered non-responsive.

If your firm is interested, please submit a proposal as described herein.

## **SCOPE OF WORK**

The objective is to provide Construction Engineering & Inspection (CEI) services to verify that the Contractor is performing work in conformity with the governing specifications, plans, and special provisions for specific construction projects.

The scope of work for individual term assignments may include any or all services described herein, generally captured as contract administration & compliance, construction engineering & inspection, ensuring the safety & mobility of the travelling public, construction surveying & layout, materials sampling & testing, construction oversight, communication with MDT Project Monitor and Contractor, tracking material quantities for payments to the Contractor, and project office documentation of the construction contract, further detailed below. Proposals should address the firm's qualifications for completing all of these items. Construction inspection will include the observation of the Contractor's means and methods. The Consultant will also provide construction inspection to include project & construction contract documentation, record keeping, record drawings, and minor dispute resolutions.

Key Terms used throughout this RFP:

**Project Monitor:** The MDT employee that is the primary point of contact for the Consultant.

**Consultant:** The professional services consultant (and their related subconsultants) that is selected through this RFP.

**Contractor:** The construction contractor (and their related subcontractors) responsible for the physical construction of the project.

The following tasks represent the individual services that are to be provided by the Consultant under this agreement:

- 1. Project Initiation:** The Consultant will review concept and project documents, set up the record keeping system, and create a work plan. The Consultant will schedule and attend a kick-off meeting with MDT to define materials testing roles and responsibilities. Testing laboratories for the project will be identified.
- 2. Pre-Construction Conference:** The Consultant will prepare and conduct the pre-construction conference. Duties include reserving space/location, sending invitations, facilitating, answering questions, and completing & distributing minutes.
- 3. Construction Staking (Initial):** The Consultant will begin initial construction staking activities including setting up survey files, establishing control points, slope staking, construction layout, grade checks, confirming Contractor work, etc. The Consultant will perform staking and construction layout in a timely manner to not delay the Contractor's work, so long as adequate notification of the work plan is provided.
- 4. Project Management:** The Consultant will manage the project and provide overall coordination of the work completed by the construction engineering team. The work shall consist of managing work assignments, internal team and safety meetings, client coordination, subconsultant coordination, plan and specification interpretation,

administering requests for information from the Contractor and monitoring Consultant project budget and schedule. The Consultant will be the point of contact with the contractor and subcontractors to enforce contract requirements and ensure safety issues are addressed timely.

- 5. Construction Administration:** The Consultant will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the Montana Department of Transportation (MDT), the Federal Highway Administration (FHWA), as well as Regulatory Agencies and Local Governments as applicable. The following sub-tasks represent a partial list of those activities necessary to administer the contract:
- 5.1. Submittal Log: Consultant will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals and encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported to the Project Monitor.
  - 5.2. Labor Compliance: AASHTOWare CRL will be utilized for Contractor and Sub-contractor electronic certified payrolls. The Consultant will:
    - i. Conduct labor compliance interviews of contractor's employees.
    - ii. Verify correct classifications and wages are reported against the contract's specific USDOL Wage Decision.
    - iii. Notify Contractors of incorrect classification, pay scales, etc.
    - iv. Ensure timely submissions of electronic certified payrolls. Delay in submittal of payrolls could result in delay of payment on the monthly pay estimate.
    - v. Maintain records in compliance with program requirements.
    - vi. Ensure the labor compliance deficiencies are resolved.
  - 5.3. Civil Rights Compliance: The Contractor's and Sub-contractor's personnel will be monitored for civil rights compliance. The Project Monitor will be notified of instances of non-compliance. The Consultant will:
    - i. inspect Project Billboard for required Civil Rights and EEO Compliance Postings.
    - ii. monitor other items and activities for civil rights compliance, as applicable.
  - 5.4. Filing & Records Management: The Consultant will save all project files to a designated location, maintain on a weekly basis, and make readily available to the Project Monitor. MDT will perform periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date. The Consultant will:
    - i. Maintain project filing system electronically in a designated location
    - ii. Address periodic review comments
    - iii. Utilize AASHTOWare Project Construction and Materials (AWPR) to record test results within 24 hours of completion of testing.
    - iv. Utilize AWPR to document material acceptance paperwork for items designated for acceptance via datasheets or certificates of compliance without samples and tests. This includes Buy America documentation.
    - v. Utilize AWPR to post material pay quantities

- vi. Utilize MDT's QA Suite for incentive/disincentive calculations
  - vii. Utilize AWPR to generate estimates. Check pay item quantities against material summary reports to ensure quantities posted have appropriate certifications and test results.
- 5.5. Progress Estimate Preparation: For each scheduled progress estimate, the Consultant will prepare for and present to the Project Monitor the quantities and justification for each bid item payment with a summary sheet showing the amounts to be paid. The Consultant will:
- i. Prepare semi-monthly or monthly pay estimate packages.
  - ii. enter Payment Estimates in AASHTOWare Project Construction and Materials
- 5.6. Materials Certifications: The Consultant will collect certifications, as required by bid item, for all materials incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.
- 5.7. Pre-paving/Pre-Pour Meeting: The Consultant will facilitate a pre-paving or pre-pour meeting with the Contractor whenever applicable. The Consultant will:
- i. coordinate and perform meeting with testing firms and Contractor.
  - ii. prepare and distribute meeting agenda and minutes.
- 5.8. Weekly Progress Meetings: Weekly/Periodic progress meetings will be held on-site or at another location approved by the Project Monitor. The Consultant will attend and conduct weekly/periodic progress meetings and prepare minutes for distribution and review.
- 5.9. Monthly Invoicing: The Consultant will submit monthly invoices of the Consultant's costs to the Project Monitor for review and processing each month. Each invoice package will contain approved timesheets for all labor expended and appropriate support for all direct costs. The Consultant will formally notify the Project Monitor and Contract Liaison (MDT Consultant Design Engineer) upon reaching 85% of the expended contract amount.
- 5.10. Subcontracts: The Consultant will verify consented subcontracts in AASHTOWare prior to allowing subcontractor on site. Coordinate review of subcontracts of contracts with MDT CAS Bureau.
- 5.11. Change Orders: The Consultant will review and analyze, in coordination with the Project Monitor, all requests received from the Contractor for time extensions, contract changes, and extra work. The Consultant will prepare and analyze Change Orders for review and processing by the Project Monitor. The Consultant will:
- i. consult with the Project Monitor and in coordination with other assigned MDT personnel, as required by the MDT Contract Administration Manual, and prepare other documents necessary to complete the change order process.
  - ii. assist the Project Monitor in preparing for any construction claims, disputes, mediation, arbitration and/or litigation or other action that may arise.

iii. maintain accurate force account records showing actual cost of such work for pending claims concerning extra work or work beyond the original scope.

5.12. **Contract Submittal Review:** The Consultant will review and approve/disapprove Contract submittals as necessary and provide a response to the Contractor. It is understood that some interpretations and clarifications will be directed to the Project Monitor. The Consultant will:

- i. review Traffic Control Plans for compliance with MUTCD, MDT specifications, Detailed Drawings, and provide approval/disapproval to the construction Contractor.
- ii. analyze, review, and approve/disapprove the Contractor's baseline CPM schedule and review the Contractor's monthly CPM to ensure that activity dates are correctly recorded for accuracy.
- iii. review and approve/disapprove submittals for material to be incorporated into the project per the specifications.
- iv. perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations that affect compliance with environmental laws and permits will be reviewed by the Project Monitor prior to final decision.
- v. transmit shop drawings for their review and approval. The Consultant will notify the Project Monitor when these are transmitted.
- vi. review and approve staging area requests and waste site approval requests through coordination with the MDT.
- vii. review and submit Contractor submitted mix designs and source approval requests through coordination with the Project Monitor and MDT District Laboratories to MDT's Materials Bureau for approval.
- viii. check items found on the MDT Qualified Products List prior to the material being incorporated into the project.

5.13. **Public Relations:** The Consultant will respond to and coordinate all public and media inquiries and/or concerns with the Contractor, the Project Monitor for appropriate action. The Consultant will maintain records of contacts and responses. Additionally, MDT may hire a PI Consultant independent of this CEI Contract. The CEI Consultant will coordinate with the PI Consultant in a cooperative and responsive manner.

**6. Survey Verification:** The Consultant will check and verify Contractor surveys for accuracy and compliance with the plans and specifications.

**7. Project Inspection:** The Consultant will perform inspections with qualified and certified inspection staff. The Consultant will prepare and maintain a spreadsheet with qualifications and certifications to ensure full compliance with the MDT, WAQTC, and any other reciprocal certifications (ACI, NICET, etc.) requirements. The following sub-tasks represent a partial list of those activities necessary for project inspection.

7.1. **Inspector Diaries:** The Consultant will prepare daily work reports in AASHTOWare Project Construction and Materials to record the Contractor's hours on the site, weather conditions, data relative to questions of change orders,

filed orders, or changed conditions, site visitors, daily activities, Contractor equipment, labor compliance, civil rights compliance, decisions, observations in general, and specific observations in more detail as the case of observing test procedures.

- 7.2. The Consultant will maintain project files, and copies will be uploaded to AASHTOWare Project Construction and Materials on a weekly basis. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.
- 7.3. Identify and Recommend Corrections: The Consultant will identify and document with recommendations any omissions, substitutions, defects and deficiencies in the work of the Contractor, inform the contractor of any deficiencies, ensure the contractor resolves deficiencies, and report to the Project Monitor.
- 7.4. Pay Quantity Collection: The Consultant will check pay quantities and quantity measurements for accuracy and prepare for processing for payment to the Contractor within the required timelines.
- 7.5. Environmental & Erosion Control Monitoring  
The Consultant will:
  - i. review weekly monitoring reports prepared by the Contractor.
  - ii. perform monthly inspections after the final stabilization measures are in place until the SWPPP is transferred to the appropriate entity.
  - iii. Ensure any discharges or potential violations are promptly addressed by the contractor.
- 7.6. Asphalt, Fuel Price, and Steel Adjustment Calculations (if applicable): The Consultant will calculate Asphalt and Fuel Price adjustment monthly and maintain the record of each month's calculation in the project files, and will calculate Steel Price Adjustments when applicable, adding documentation to the project file that includes the calculation, proof of purchase, and signed contractor affidavit.

**8. Materials Sampling & Testing:** The Consultant will witness sampling and perform testing according to MDT Quality Assurance requirements and the Project Monitor, including verification sampling. The following items represent the major sub-tasks required for administering this portion of the agreement:

- 8.1. Quality Assurance and Verification Sampling & Testing: The Consultant will witness sampling of component materials and completed work items and perform required tests to verify that the materials and workmanship incorporated in the project are in conformity with the plans, specifications, and contract special provisions. The Consultant will meet the minimum sampling frequencies per MDT's Materials Manual as presented by the Project Monitor and as required due to project specific provisions. The Consultant will provide daily monitoring of the Contractor's Quality Control activities at the project site.
- 8.2. Acceptance sampling & testing for embankment, aggregates, concrete, etc.: The Consultant will be provided all testing and sampling equipment, unless otherwise agreed to by the Project Monitor. Any equipment issued to the Consultant must be returned to MDT in like or better condition than it was received. Any damages to MDT equipment are the responsibility of the Consultant.

- 8.3. Schedule: The Consultant will inform the Project Monitor of their project sampling and testing schedule and will complete and submit all documentation of sampling and testing the same week the work is done or as otherwise directed by the Project Monitor.
- 8.4. Acceptability of “or-equal” Products: The Consultant will evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by the Contractor and will make recommendations to the Project Monitor for change orders before allowing any substitutes.

**9. Record Drawings & Project Close-Out:** The Consultant will create As-Built Drawings by marking up the contract plans and will submit to the Project Monitor in pdf format. At project close-out, the Consultant will verify quantity calculations and finalize all records. The Consultant will submit a final package of records to the Project Monitor for review and acceptance. The Consultant will verify all quantities for accuracy, completing all necessary final document forms, completing record drawings, packaging, and delivering final documents to the Project Monitor.

The Consultant will:

- i. verify that all necessary documents have been received for submission of Contractor’s affidavit of payment.
- ii. receive bonds, certificates, or other evidence of insurance not previously submitted but required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
- iii. promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the MDT, the Project Monitor and the Contractor, to determine if the work is Substantially Complete.
- iv. participate in a final inspection, to include representatives from MDT and the Contractor, as well as FHWA and local/tribal government representatives as applicable, to determine if the completed work by the Contractor is acceptable so that the MDT may recommend in writing, final payment to the Contractor.
- v. review and furnish to the MDT record plans showing appropriate record information based on project annotated documents received from the Contractor.
- vi. provide full and final project documentation to the Project Monitor no later than 30 days after conditional final acceptance, as described in Section 105.17 of the MDT Standard Specifications and the following supporting information:
  - Memo:  
[https://www.mdt.mt.gov/other/webdata/external/const/const\\_memo/2014/10\\_5\\_17\\_FINALIZATION\\_PROCESS.PDF](https://www.mdt.mt.gov/other/webdata/external/const/const_memo/2014/10_5_17_FINALIZATION_PROCESS.PDF)
  - Process Outline:  
[https://www.mdt.mt.gov/other/webdata/external/const/manuals\\_guidelines/MDT-CON-105\\_17\\_OUTLINE.pdf](https://www.mdt.mt.gov/other/webdata/external/const/manuals_guidelines/MDT-CON-105_17_OUTLINE.pdf)
  - Flowchart:

**Key Understandings and Clarifications:**

- A. The Consultant is required to be present on the project site monitoring operations whenever the Contractor is working, unless otherwise agreed to by the Project Monitor.
- B. The Consultant will enforce the terms and conditions of the construction contract regarding traffic control (devices, layout, maintenance, and/or operations). Traffic Control must be in accordance with the MUTCD, MDT Specifications, Detailed Drawings, and other contract requirements. Safety of the travelling public and all personnel on the project site is paramount. It is imperative that the Consultant exercise their authority to enforce the terms and conditions of the construction contract and to protect the interest of the travelling public. Prompt response to deficiencies and contractor questions is critical.
- C. The Consultant personnel that is/are entering data into MDT's QA Suite and AASHTOWare must have proper WAQTC qualifications (or approved equivalent as described herein). These same personnel will be set up as MDT contingent workers and assigned state laptop(s).
- D. State laptops issued to the CEI Consultant must be connected to the state network (via VPN) regularly to receive necessary security updates. This frequency shall be no less frequent than once per week.
- E. It is anticipated that each Consultant personnel assigned to the project will be furnished with a vehicle, digital camera and cellular phone by the Consultant and all work will be under the supervision of the Project Monitor (or designated representative). Vehicles used for transporting MDT-issued Nuclear Densometers must have provisions for locking the Densometer's case to the vehicle.
- F. MDT District laboratories will provide volumetric, density, and ride testing. The MDT Headquarters and Billings labs will perform any Hamburg testing, and the Headquarters lab will perform liquid binder and emulsion testing. The Consultant will witness the Contractor taking samples.
- G. The MDT Headquarters lab, Billings District lab, or Glendive District lab will break concrete cylinders provided by the Consultant, as needed.
- H. MDT will perform surfacing and concrete aggregate source approvals and any soils class or R-value testing for Borrow Source approval as is the current practice, working in conjunction with the Consultant as if they were an MDT crew.
- I. Use of non-MDT laboratories and equipment may be allowed for materials testing not specifically identified as being performed by MDT above, if proposed by the Consultant and agreed to by MDT at the time of individual project assignment. Non-MDT laboratories must be accredited by the AASHTO Accreditation Program (AAP) in Quality Management (AASHTO R 18 or relevant ASTM Quality management standard) and any applicable test method(s). Documentation showing this accreditation must be provided to MDT prior to any work being performed at that lab or using any equipment. Proof of current Nuclear Regulatory Commission (NRC) license must also be provided if using non-MDT nuclear gauges. Non-MDT labs and equipment are subject to MDT's Independent Assurance program. MDT



reserves the right to inspect equipment calibration and maintenance records at any time.

- J. Use of a Nuclear Densometer is the only acceptable method for accepting results for soil density.
- K. MDT has identified witnessing liquid asphalt binder sampling and all other liquid asphalt sampling as the responsibility of the “Field” in Section MT-601 of the Materials Manual. MT-601 defines three areas of responsibility: Field, District, and HQ. In the case of a CEI contract, the consultant will be playing the role of “Field” for these purposes. As far as observing mix observations at the plant, that is usually the field’s responsibility as well, given there are no “samples” to witness, only observations of temperature, tonnage, yield, stations, etc. (the information captured on the ‘Daily Plant Mix Report’). Any sample containers for liquid asphalt should be supplied by the District Lab.
- L. The Consultant will be responsible for identifying and marking out the location of core holes for density testing. The Contractor is responsible for doing the actual coring. The MDT District Lab is responsible for bulk specific gravity testing and percent compaction calculations. This is discussed in Standard and Supplemental specification 401.03.21 COMPACTION, COMPACTION CONTROL TESTING, AND DENSITY ACCEPTANCE TESTING.

## **ROLES & RESPONSIBILITIES**

### Department Responsibilities

A full-time MDT employed engineer is to be in responsible charge of Federal-aid projects at all times. The person in responsible charge (**PRC**) must be a PE and will be the ***District Construction Engineer (DCE) or District Construction Operations Engineer (DCOE)***. The PRC is expected to perform the following duties and functions:

- Ensure the project is properly administered to include those items dealing with cost, time, adherence to contract requirements, construction quality, and scope;
- Maintain familiarity with the day-to-day operations on the project, including project safety issues. This can be by reviewing diaries, phone calls, emails, etc.;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Be aware of the qualifications, assignments, and on-the-job performance of the Consultant staff at all stages of the project;
- Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Ensure the Consultant carries out project administration and contract oversight, including proper documentation

MDT will assign a full-time employee, referred to as the Project Monitor, to act as the primary point of contact for the Consultant. The Project Monitor’s duties and responsibilities are as follows:

- Be the primary point of contact between the Consultant and MDT;
- Assist the Consultant with navigating MDT’s procedures, processes and administrative computer programs;

- Provide support and/or assist the Consultant staff in finding support for use of MDT applications, such as Engineering Apps, TBC, QA Suite, AASHTOWare, P6, etc.;
- Ensure the project is appropriately staffed for that project;
- Monitor Consultant staffing and hours to ensure they are accurately reflected in the invoices;
- Visit and review each project on a frequency that is commensurate with its magnitude and complexity
- The Project Monitor does not need to be involved in the daily construction contract administration items; however, the Project Monitor must be notified of noteworthy problems, issues, disputes, potential claims, etc.

### **Consultant Responsibilities**

The Consultant will generally perform the same functions as an MDT District Construction Crew (Project Crew). The assignment of responsibility of the CEI will be defined in the project-specific scope of services.

### **Roles & Responsibilities by Tasks**

1. Project administration, inspection and testing
  - a. The Consultant will conduct these project tasks as defined in the RFP and the Consultant Scope of Services.
2. Change Orders (CO)
  - a. The Consultant will submit all COs for review and processing as per the most current Change Order Process Update memo, acting as the role of the MDT EPM.
  - b. The Project Monitor will be included/added in COs for the review process but will not be included in the approval process. The Project Monitor will provide a documented response (email is acceptable) to the Consultant that they are in agreement with the CO being forwarded to the formal approval process.
  - c. The remainder of the CO approval process will remain unchanged.
3. Claims
  - a. The Consultant will assume the duties and responsibilities of an MDT EPM as described in MDT's claims specification.
  - b. The Project Monitor will guide the Consultant through the claims process as needed.
4. Estimates
  - a. The Consultant will assume the duties and responsibilities of an MDT EPM as described in MDT's estimate and contractor payment processes/procedures.
  - b. The Project Monitor will guide the Consultant through the estimate process as needed.
5. Finalization Process
  - a. The Consultant will assume the duties and responsibilities of an MDT EPM as described in MDT's finalization processes/procedures.
  - b. The Project Monitor will guide the Consultant through the finalization process.
6. Disputes, Value Engineering (VE), and Errors & Omissions (E&O)
  - a. The Consultant will assume the duties and responsibilities of an MDT EPM as described in MDT's Disputes, VE, and E&O procedures.

- b. The Consultant will inform the Project Monitor should these situations arise, and work with the District CES Reviewer and DCE or DOE as defined in these processes.
- c. The Consultant will include the Project Monitor in all correspondence and meetings regarding Disputes, VEs, and E&Os.

### **TRAINING TO BE PROVIDED**

MDT will provide on an as-needed basis, training and/or certifications for the selected Consultant's personnel on the following:

- AASHTOWare Project Construction and Materials: MDT will provide the necessary training and set up staff with AASHTOWare Project Construction and Materials accounts for the purposes of this contract.
- AASHTOWare Project Civil Rights and Labor (CRL)
- WAQTC: While it is expected that the Consultant will provide qualified staff to perform the services described in this RFP, MDT recognizes that even well-qualified personnel may not hold the necessary WAQTC certifications for working on an MDT project. Therefore, MDT will provide training and certifications to all necessary personnel after the Consultant is selected and under contract. If consultant staff hold an approved reciprocal certification i.e. ACI, WAQTC certification will not be provided.
- Radiation Safety: Consultant staff using MDT-issued Nuclear Densometers must complete MDT specific Radiation Safety training; therefore, MDT will provide an initial 8-hour Radiation Safety course followed by appropriate 2-hour refresher courses.
- MDT-specific construction contract management training: A training course is currently under development for CEI consultants and other targeted MDT construction inspection and project manager staff. Preliminary estimates project that this training will be close to a full week in duration, but details are still being finalized. This will be required training for some or all of the selected CEI consultant's team.
- Construction Partnering program training facilitated by the Montana Contractor's Association (MCA).

### **LOCATION**

Various – Statewide

### **PROJECT/TASK SCHEDULE AND DELIVERABLES**

Schedules will be developed separately for each individual term/task assignment. The Consultant's scope of work for each project will run in accordance with the Contractor's construction schedule. Construction for the assignments under this term contract will typically be substantially complete in one construction season; however, multiple seasons are possible.

## **STANDARDS, SPECIFICATIONS, AND POLICIES**

The services performed by the Consultant will be in compliance with all applicable Manuals, Guidelines, and Policies including MDT, FHWA, AASHTO, ASTM and additional requirements in the administration of the project. Except to the extent inconsistent with the specific provisions in this RFP, the current edition (except as specifically noted), including updates, will be used in the performance of this work. It will be the Consultant's responsibility to acquire and utilize the necessary Manuals, Guidelines, and Policies that apply to the work required to complete the project. The links provided below are for convenience only for this RFP. While not intended to be all-inclusive list, the following Manuals, Guidelines, and Policies are of particular importance for this contract:

- [MDT Consultant Services Manual](#)
- [MDT Construction Administration Manual](#)
- [MDT Quality Assurance Inspection Guide \(aka QA Manual\)](#)
- [MDT Materials Manual](#)
- [MDT Standard Specifications for Road and Bridge Construction](#)
- [MDT Detailed Drawings](#)
- [MDT Civil Rights Manuals & Policies](#)
- [MDT Labor Compliance Program Manual](#)
- [MDT "Buy America" Guidance](#)
- [AASHTOWare Project CRL User Guide for FOP](#)
- [AASHTOWare Project Construction and Materials Engineering Project Manager/Field Office Person Role Training Manual](#)
- [AASHTOWare Project Construction and Materials Inspector Role Training Manual](#)

## **PROPOSAL SUBMITTAL**

**Submit one (1) electronic version (Adobe© PDF format) of the proposal. Hard copy proposals will not be accepted.**

Submit the electronic version by uploading to the State of Montana File Transfer Service (ePass) site, which can be accessed at this link: <https://transfer.mt.gov>. To upload to ePass, an account must be created unless the person who is uploading already has an account. Uploading instructions can be accessed at <https://transfer.mt.gov/Home/Instructions>. When your proposal has been uploaded, the ePass system will prompt you for an email. Please send this email of your uploaded proposal to the following individuals:

Sheryl Tangen: [stangen@mt.gov](mailto:stangen@mt.gov)  
Ryan Dahlke: [rdahlke@mt.gov](mailto:rdahlke@mt.gov)  
Shannon Gilskey: [sgilskey@mt.gov](mailto:sgilskey@mt.gov)

**The Department must receive the proposals for this RFP no later than 3:00 PM MST, October 18, 2021.**

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's responsibility to assure delivery at the specified office by the specified time. Offeror may request the State return late proposals at vendor's expense or the State will dispose of late proposals if requested by the offeror (See Administrative Rules of Montana (ARM) 2.5.509.). If no request is made, late proposals become the property of the Department. All proposals submitted on time become the property of the Department.

The costs for developing and delivering responses to this solicitation are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of this submittal.

### **TENTATIVE RFP/SELECTION SCHEDULE**

The anticipated schedule for consultant solicitation and selection for this contract is as follows (subject to change):

- September 17, 2021: RFP released
- October 18, 2021: Proposals due to be submitted to MDT Consultant Design
- November 1, 2021: Proposals reviewed, rated, and ranked by the evaluation committee
- November 3, 2021: Consultant Selection Board meeting to select consultant

There are four (4) members on the evaluation committee for this RFP (subject to change):

1. MDT Construction Reviewer/Supervisor
2. MDT Materials Engineer/Specialist
3. MDT District Construction Manager
4. MDT Engineering Project Manager

### **PROPOSAL CONTENTS**

The proposal must contain the information listed in this section. The proposal is **limited to ten (10) pages**, not including the required Appendices. A single cover jacket/title page is allowed if desired and will not count in the page limit. Each page is defined as one side of a letter size sheet (no larger than 8 ½" x 11"), minimum font size of 10. Evaluation of information will begin with the first page immediately following the cover jacket/title page, and every page will be counted, in order, from that point forward, including any table of contents or divider pages the firm wishes to include. Once the page limit is reached, any information included thereafter will be removed and not considered or scored. Please organize your proposal in the same order and numbering format as shown below, which will assist MDT in reviewing your proposal:

#### **Questions**

##### **1) Team Qualifications**

Provide a discussion on how the team you propose to use for this contract (including subconsultants, if used) is best qualified to respond to the requirements of this contract. Discussion should focus on the requirements for this term contract and the scope of work identified above, particularly your training, qualifications, and past project experience (including roles and responsibilities) regarding:

- Project Kickoff and Management
- Construction Administration
- Survey Control
- Project Construction Inspection
- Facilities Construction Inspection
- Materials Sampling & Testing
- As-Built development and Project Closeout

Resumes may be considered as supplemental information for scoring this question but should not be counted on for evaluation & scoring.

## 2) Familiarity with Regulations & Contract Requirements

Provide a discussion of your experience and familiarity with the following:

- Projects funded through the Federal-Aid Highway Program (FAHP)
- Electronic construction management software
- MDT Specifications, Manuals, and Detailed Drawings

## 3) Approach to Task Assignments

Provide a discussion on your approach to projects/assignments that will fall under this term contract, including the following:

- Organization chart. Identify key personnel and professional engineering licensure as applicable.
- Internal quality assurance/control procedures/strategy/plan
- Ability and strategy to meet staffing requirements and project schedules, including flexibility in adapting to the Contractor's schedule and changing priorities and schedules.
- Strategy and approach for coordination and communication among the multiple parties engaged in project, including conflict resolution.

### Appendix A: Resumes

Include brief resumes for the key personnel to be assigned to the contract. **Resumes are limited to one (1) page per person.**

### Appendix B: Cover Page Form

Include a completed version of MDT's standard cover page form, available at the following location:

[http://www.mdt.mt.gov/other/webdata/external/cdb/MDT\\_CDB\\_002\\_Proposal\\_SOQ\\_Cover\\_Sheet.pdf](http://www.mdt.mt.gov/other/webdata/external/cdb/MDT_CDB_002_Proposal_SOQ_Cover_Sheet.pdf)

Information presented in the cover page form will not be considered in proposal scoring.

### Appendix C: References

Submit references that includes a minimum of five (5) separate contracts from the past three (3) years. If applicable, you may submit multiple contracts for a single client. Each contract must pertain to work similar to the proposed scope of services. Include client name, a currently employed primary contact person, an alternative contact person, corresponding valid phone numbers and emails for both contacts, a range of contract value, and a brief description of the work performed. If MDT needs to use these references for

the Past Performance Score (as described in the “Evaluation of Proposals” section below) and is unable to contact the required number of references after a reasonable effort, the firm will receive a zero for the missing reference(s).

## **EVALUATION OF PROPOSALS**

All proposals will be evaluated in accordance with the following factors:

- 1) Qualifications of Firm & Personnel (200 points possible)**
- 2) Familiarity with Regulations & Contract Requirements (100 points possible)**
- 3) Strategy & Approach (100 points possible)**
- 4) Record of past performance (30 points possible)**
  - a) If two (2) or more MDT evaluations specific to the discipline for this contract are available for the consultant, the average score of these evaluations will be used. Evaluations for Project Management & Overall Performance will also be included.
  - b) If fewer than two (2) MDT evaluations specific to the discipline for this contract are available for the consultant, but there are two (2) or more MDT evaluations are available for other work disciplines, the consultant’s current overall past performance score from MDT evaluations will be used.
  - c) If there is only one (1) MDT evaluation available for the consultant, the record of past performance score will be an average of the MDT evaluation and one (1) reference check from the references provided in the unbound attachment.
  - d) If no MDT evaluations are available, the average score of two (2) reference checks from the references provided in the unbound attachment will be used for this score.

Regardless of partnership/teaming relationships, the past performance of the prime consultant will be the past performance scored that will be used for this score.

All Proposals will be evaluated using the following basic scoring methodology:

- Outstanding/Exceptional response: 90-100% of the available points
- Good response: 70-90% of the available points
- Average response: 50-70% of the available points
- Poor response: 30-50% of the available points
- Qualifications not clearly met: 0-30% of the available points

Following the review, evaluation, and rating of all proposals, the final results will be presented to the Consultant Selection Board at the MDT Headquarters Building. At this time, the Consultant Selection Board will select the most qualified firm(s) for TERM CONTRACT(S). The Board may consider any proposal scoring within 2% of another proposal as equally qualified and take into account its knowledge of the firms’ workload, past performance, and familiarity with the specific work to be performed in selecting the most-qualified consultant(s).

## **SELECTION OF CONSULTANTS FOR TASK ASSIGNMENTS**

If multiple consultants are selected and multiple term contracts are awarded, task or work orders (term assignments) will be awarded through an additional qualifications-based selection

procedure. This selection procedure will be comprised of selecting a firm in accordance with the following weighted factors:

**1) Qualifications for specific Task Assignment (60 points possible)**

- a) Using the proposals submitted in response to this RFP and work performed with MDT since the submittal of this proposal: an evaluation of the consultant's qualifications as related to the specific knowledge, skills, and abilities required for the individual task assignment, including familiarity with the region in which the task assignment is located. Firm office location is not the determining factor for this score. (50 points possible)
- b) As relating to this type of work, the firm's current workload and amount of recent work with MDT. (10 points possible)

**COMPENSATION AND PAYMENT**

This contract will be administered utilizing the Specific Rates of Compensation payment method. Upon selection, certain financial information from the selected Consultant will be required as part of the contract agreement, including the specific rates of compensation for each staff member that will perform work for the project. Rates may be developed by the individual, or by job classification. Each rate is built by assembling the known and documented actual elements of Direct Salary + Indirect Cost Rate + Fee into an agreed upon hourly rate. Overtime is compensable, so long as it is in accordance with Firm policies, as well as state and federal regulations.

The contract will have a negotiated cost ceiling to ensure cost control. The cost ceiling does not ensure or imply that the Consultant is entitled to that entire amount. Only actual incurred hours and costs are compensable. All individuals working on the specific assignment must be listed in the term assignment proposal with individual specific rate of compensation. If additional staff are proposed to work on the assignment, prior authorization of the individual and their specific rate of compensation is required through a term assignment addendum.

Direct travel costs in accordance with GSA rates and rules are compensable.

All costs must be in accordance with 23 CFR 172, 48 CFR part 31, and other federal and state regulations as applicable.

***Do not show any actual numerical financial information such as personnel rates within your proposal. Specific cost information of the firm or team should not be part of the proposal.***

**AGREEMENT REQUIREMENTS**

The standard terms and conditions of the MDT agreement can be found at the following address: <http://www.mdt.mt.gov/other/webdata/external/cdb/forms/pdf/General-Terms-and-Conditions.pdf>

Project-specific terms and conditions will be developed through the contract negotiation process, including (but not limited to) contract ceiling, timeframes, and rates of compensation.



## **STATE OPTION TO AWARD**

While the State has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the State to award and execute a contract. Upon a determination such actions would be in its best interest, the State, 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 State's best interest not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate funds are not available (18-4-313, MCA).

## **SINGLE POINT OF CONTACT**

From the date this solicitation is issued until the consultant selection is finalized by MDT at the Consultant Selection Board meeting, offerors are not allowed to communicate with any state staff or officials regarding this solicitation, except at the direction of the Consultant Design Engineer. If unauthorized contact is made and the Consultant Design Engineer determines the context of the contact gives the firm an unfair advantage, the firm will be disqualified from the solicitation. Contact information for the single point of contact is as follows:

**Ryan Dahlke**  
Consultant Design Engineer  
Montana Department of Transportation  
(406) 444-7292 (Direct Line)  
[rdahlke@mt.gov](mailto:rdahlke@mt.gov)

## **DBE GOALS**

There are no DBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE list is available and can be found on the MDT web page, <http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml>.

## **NONDISCRIMINATION COMPLIANCE**

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice titled "MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE").

If you have any questions, please contact me at (406) 444-7292, or by email at [rdahlke@mt.gov](mailto:rdahlke@mt.gov).  
I look forward to receiving your proposal.

Sincerely,



Ryan Dahlke, P.E.  
Consultant Design Engineer

#### Attachment

#### e-copies:

Jay Skoog, ACEC Executive Director-Montana Chapter  
Dwane Kailey, MDT Chief Engineer  
Dustin Rouse, MDT Preconstruction Engineer  
Damian Krings, MDT Highways Engineer  
Patricia Schwinden, MDT Civil Rights Bureau Chief

Kelly Williams, MDT Consultant Plans Engineer  
Dave Holien, MDT TA Engineer  
MDT Consultant Design Bureau file  
Jake Goettle, MDT Construction Engineer  
Paul Jagoda, MDT Construction Engineering Services

**MDT NONDISCRIMINATION  
AND  
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,  
sex, sexual orientation, gender identity,  
age, disability, & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/ creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, national origin, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

**(1) Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Non-discrimination:**

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
  - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
  - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
  - iii. Contact information for PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

**(3) Participation by Disadvantaged Business Enterprises (DBEs):**

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)
- b. By signing this agreement, the PARTY assures that:

*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

**(5) Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**(6) Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

**(7) Pertinent Non-Discrimination Authorities:**

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

*Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

*State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

**(8) Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.