



Montana Department of Transportation

Michael T. Tooley, Director

Steve Bullock, Governor

VISION ZERO

zero deaths
zero serious injuries

Date: Date RFP released.

Subject: **Request for Proposals**

Project Name, TBD

Project Number, TBD

Project UPN, TBD

To Whom It May Concern:

The Montana Department of Transportation (MDT) is accepting proposals from consulting firms interested in providing Construction Engineering & Inspection (CEI) Services for the subject project. One firm will be selected to perform the work specified herein.

Consultants that provided services during the development of the project are precluded from performing CEI services.

Subconsultants may be used as necessary; however, it is expected that the prime Consultant will be capable of completing the vast majority of the work, and the proposal must clearly identify the prime for this contract. As a rule, the prime Consultant must complete at least 50% of the work (contract value) for a specific project or 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. While the Consultant's Project Manager does not need to hold a Professional Engineer license, at least one of the key personnel expected to be actively engaged on-site and in reasonable oversight must meet this requirement. 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.

The scope of work includes 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 Resident Engineer and Contractor, tracking material quantities for payments to the Contractor, and project office documentation of the construction contract, further detailed below. 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:

Resident Engineer: 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 Consultant under this agreement:

- 1. Project Initiation:** The Consultant will review plans, set up the record keeping system and create a work plan.
- 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.
- 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.
- 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 Resident Engineer.
- 5.2. Pre-construction Conference: The Consultant will facilitate the Pre-construction Conference including forms and exhibits provided by or coordinated with the MDT.

Performance Assumptions. The Consultant will:

- i. coordinate and perform the conference with the MDT, Prime Contractor, Subcontractors, Utilities, and other applicable parties/agencies.
- ii. prepare and distribute meeting minutes.

- 5.3. Labor Compliance: The Contractor's and Sub-contractor's certified payroll wage rates will be verified, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.

Performance Assumptions. The Consultant will:

- i. maintain AASHTOWare Project Construction and Materials filing system for certified payrolls and EEO compliance reports. Conduct labor interviews and notify Contractors on incorrect classification, pay scales, etc.
- ii. maintain records in compliance with Title VI requirements.
- iii. report deficiencies to the Contractor.
- iv. ensure the labor compliance deficiencies are resolved.

- 5.4. Civil Rights Compliance: The Contractor's and Sub-contractor's personnel will be monitored for civil rights compliance. The Resident Engineer will be notified of instances of non-compliance.

Performance Assumptions. The Consultant will:

- i. inspect Project Board for required Civil Rights and EEO Compliance Postings.
- ii. monitor other items and activities for civil rights compliance, as applicable.

- 5.5. 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 Resident Engineer. 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.

Performance Assumptions. 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 assure quantities posted have appropriate certifications and test results.

5.6. Progress Estimate Preparation: For each scheduled progress estimate, documentation, the Consultant will prepare for and present to the Resident Engineer the quantities and justification for each bid item payment with a summary sheet showing the amounts to be paid.

Performance Assumptions. The Consultant will:

- i. Prepare semi-monthly or monthly pay estimate packages.
- ii. enter Payment Estimates in AASHTOWare Project Construction and Materials

5.7. Materials Certifications: The Consultant will request 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.

5.8. Pre-paving/Pre-Pour Meeting: The Consultant will facilitate a pre-paving or pre-pour meeting with the Contractor whenever applicable.

Performance Assumptions. The Consultant will:

- i. coordinate and perform meeting with testing firms and Contractor.
- ii. prepare and distribute meeting agenda and minutes.

5.9. Weekly Progress Meetings: Weekly/Periodic progress meetings will be held on-site or at another location approved by the Resident Engineer.

Performance Assumptions. The Consultant will:

- i. attend and conduct weekly/periodic progress meetings and prepare minutes for distribution and review.

5.10. Monthly Invoicing: The Consultant will submit monthly invoices of the Consultant's costs to the Resident Engineer 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 Resident Engineer upon reaching 85% of the expended contract amount.

5.11. Subcontracts: The Consultant will review and present subcontracts to the construction Contractor for approval/disapproval by the Resident Engineer.

5.12. Change Orders: The Consultant will review and analyze, in coordination with the Resident Engineer, 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 Resident Engineer.

Performance Assumptions. The Consultant will:

- i. consult with the Resident Engineer 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 Resident Engineer in preparing for any construction claims, disputes, mediation, arbitration and/or litigation or other action that may arise.
- iii. will maintain accurate force account records showing actual cost of such work for pending claims concerning extra work or work beyond the original scope.

5.13. 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 Resident Engineer.

Performance Assumptions. The Consultant will:

- i. review Traffic Control Plans for compliance with MUTCD and MDT specifications, and provide approval/disapproval to the construction Contractor.
- ii. analyze, review, and approve/disapprove the Contractor's baseline CPM and review monthly Contractor's 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 or those that effect compliance with environmental laws and permits will be reviewed by the Resident Engineer prior to final decision.
- v. transmit shop drawings for their review and approval. The Consultant will notify the Resident Engineer 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 Resident Engineer 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.

5.14. Public Relations: The Consultant will respond to and coordinate all public and media inquiries and/or concerns with the Contractor and the Resident Engineer for appropriate action. The Consultant will maintain records of contacts and responses.

6. **Survey Control:** 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, and will be reported to the Resident Engineer.
- 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.
- 7.5. Environmental & Erosion Control Monitoring
Performance Assumptions. 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.
- 7.6. Asphalt and Fuel Price Adjustment Calculations: The Consultant will calculate Asphalt and Fuel Price adjustment monthly and maintain the record of each month's calculation in the project files.

8. **Materials Sampling & Testing:** The Consultant will provide materials sampling & testing services as required by MDT specifications and the Resident Engineer. 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 perform sampling & testing according to MDT Quality Assurance requirements and the Resident Engineer, including verification sampling. The Consultant will perform sampling of component materials and completed work items 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 Resident Engineer 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 Resident Engineer. 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 Resident Engineer 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 Resident Engineer.

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 Resident Engineer for change orders before allowing any substitutes.

9. Record Drawings & Project Close-Out: The Consultant will conduct the As-Built drawings in PDF format and submit to the Resident Engineer. 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 Resident Engineer 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 Resident Engineer.

Performance Assumptions. 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 and 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 Resident Engineer 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 Resident Engineer no later than 30 days after conditional final acceptance.

Key Understandings: 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 Resident Engineer (or designated representative). Vehicles used for transporting MDT issued Nuclear Densometers must have provisions for locking the Densometer’s case to the vehicle.

Additional Information:

- *Link to most current PS&E package elements for the project will be provided here*

LOCATION

This will be the location description for the project that gets selected for CEI services.

At this time, MDT anticipates requiring the construction Contractor to provide a field office for the CEI Consultant.

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.
- 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.

PROJECT SCHEDULE AND DELIVERABLES

The scope of work for this project will run in accordance with the Contractor's construction schedule. It is anticipated that Consultant will be engaged in CEI services from March 1st, 2020 through December 31st, 2020.

STANDARDS, MANUALS, 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](#) and [Supplemental Specifications](#)
- [MDT Detailed Drawings](#)
- [MDT Civil Rights Manuals & Policies](#)
- [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
Ryan Dahlke: rdahlke@mt.gov
Chuck Nemfakos: cnemfakos@mt.gov

The Department must receive the proposals for this RFP no later than 3:00 PM MST, August 30, 2019.

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 procurement schedule for this contract is as follows (subject to change):

August 1, 2019: RFP released

September 10, 2019: Proposals due to be submitted to MDT Consultant Design

September 26, 2019: Proposals reviewed, rated, and ranked by the evaluation committee

October 2, 2019: Consultant Selection Board meeting to select Consultant

December 31, 2019: Contract/Agreement fully executed

There are five (5) members on the evaluation committee for this RFP (subject to change):

1. MDT #### District Construction Manager
2. MDT #### District Engineering Project Manager
3. MDT Materials/Testing Manager
4. MDT Consultant Design Project Manager
5. MDT Construction Engineering Services Manager

PROPOSAL CONTENTS

The proposal must contain the information listed in this section. The proposal is **limited to fifteen (15) 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 1/2" 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, excluding 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) **Qualifications of Firm & Personnel:** Provide a discussion of how you are best qualified to respond to the requirements of this project. Discussion should focus on the requirements for this specific project 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
 - Materials Sampling & Testing
 - As-Built development and Project Closeout
- 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) Strategy & Approach: Provide a discussion on your approach to the project, 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

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) Reference Checks (25 points possible)**

The average score of two (2) reference checks from the references provided in the unbound attachment will be used for this score. 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 (Board) at the MDT Headquarters Building. At this time, the Board will select the most qualified firm to perform the work. The Board may consider any proposal scoring within 2% of the highest-scoring proposal as equally qualified and take into account its knowledge of the firms' workload, past performance, and familiarity with the project area and local entities in selecting the most-qualified Consultant. In the event that a firm cannot be identified as the most qualified through an evaluation of these proposals, MDT reserves the right to narrow down the list of responding firms to an appropriate short list. Short-listed firms will either be asked to provide a supplemental proposal or asked to be interviewed or provide a presentation. Scores from the proposals, supplement project proposals (if used), and interviews (if used) will be carried forward to determine final Consultant score. Consultant selection is finalized by MDT at the Consultant Selection Board meeting.

INDIRECT COST RATE REQUIREMENTS

Proof of the firm's Indirect Cost Rate (overhead rate) is ***not required*** with this proposal submittal. However, an Indirect Cost Rate will be required prior to executing a contract according to MDT's Indirect Cost Rate Requirements:

All submitted indirect cost rates must be calculated in accordance with 23 CFR 172 for the cost principles of 48 CFR part 31 and include the required items identified in the MDT Indirect Cost Rate Policy located in Appendix A of the Consultant Services Manual on the MDT Internet website.

http://www.mdt.mt.gov/other/webdata/external/cdb/consultant_manual/consultant-design-manual_combined.pdf

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

AGREEMENT REQUIREMENTS AND PROFESSIONAL SERVICES FEES

The contract agreement will generally be administered on a cost-plus fixed fee basis and will have a negotiated cost ceiling. If a consulting firm is selected for a specific project and a contract agreement is successfully negotiated, certain financial information will be required as part of the contract agreement. As described in the Indirect Cost Rate Requirements section above, all Consultants and subconsultants must provide the Department with an Indirect Cost Rate (as applicable) audited (when applicable) in accordance with 23 CFR 172 for the cost

principles of 48 CFR Part 31 and based on the firm's latest completed fiscal year's costs. Personnel rates, profit, and direct expenses must be clearly outlined and provided to the Department. The standard 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>

Do not submit actual numerical financial information within this proposal.

Professional Service Costs & Fees: A specific scoping document for the project will be developed after the Consultant is selected, which will be the controlling document for services required. Additionally, MDT and the Consultant will negotiate a cost ceiling for the services to be provided. The Consultant will bill only for the costs actually incurred in providing the services needed to complete the scope of services in accordance with the provisions of the executed Agreement.

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

Specific to this RFP, a Q&A document will be posted in the same location as the RFP on MDT's Consultant Design webpage (<https://www.mdt.mt.gov/business/consulting/rfq.shtml>). Interested firms should check this Q&A document until the RFP is closed. This Q&A document is considered part of this RFP by reference.

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. I look forward to receiving your proposal.

Sincerely,

Ryan Dahlke, P.E.
Consultant Design Engineer

Attachment

copy: MDT Consultant Design Bureau file

e-copies:

Jay Skoog, ACEC Executive Director-Montana Chapter
Dwane Kailey, MDT Chief Engineer
Dustin Rouse, MDT Preconstruction Engineer
Kevin Christensen, MDT Construction Engineer

James Combs, MDT Highways Engineer
Lynn Zanto, MDT Planning Division Administrator
Patricia Schwinden, MDT Civil Rights Bureau Chief
Choose District Administrator District Administrator-MDT

**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:

<u>Federal protected classes</u>	<u>State protected classes</u>
Race, color, national origin, sex, sexual orientation, gender identity, age, disability, & Limited English Proficiency	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
- 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.