



November 8, 2013

To Whom It May Concern:

Subject: Request for Statements of Qualifications (RFQ)
Natural Resources Term Contract (2014-2015)

The Montana Department of Transportation (MDT) is requesting statement of qualifications (SOQ) proposals from consulting firms interested in performing natural resource evaluation and studies, design, and construction oversight at various project sites in Montana.

MDT intends to establish term contracts to use consultants on an “as needed” basis for projects as they become available. Six (6) term contracts are desired with a maximum ceiling up to \$125,000 each. The contract is for the period from February 2014 through December 2015. Renewals of the contract, by mutual agreement of both parties, may be made at one (1) year intervals, or any interval that is advantageous to MDT. This contract, including any renewals, may not exceed a total of five (5) years, at the option of MDT. The contract agreement will be administered on a cost plus fixed fee basis.

SCOPE OF WORK

In general, the work necessary for this term contract includes the following categories of service:

Category A: Evaluation & Studies

This area of services requires the consultant to perform project environmental evaluations and conduct studies and scientific field surveys, and analysis of potential project impacts. These services may include:

- biological resources reports
- threatened and endangered species biological assessments
- wetland determinations, delineations, and assessments
- stream morphology assessments
- GIS, GPS, and Microstation or other drafting capabilities compatible with MDT’s formats
- feasibility analysis of wildlife crossing structures or other wildlife mitigation strategies
- aquatic findings reports documenting final impacts to aquatic resources, as well as avoidance and minimization measures and debiting/crediting calculations
- preparation of permit applications
- identification of potential mitigation needs, opportunities, feasibility studies, and monitoring

- development of draft mitigation plans, monitoring goals and performance standards, and crediting schemes
- wetland and stream mitigation feasibility study activities including:
 - soil sampling and classification
 - hydrologic modeling and analysis
 - evaluating hydrology, topography, soils, and vegetation
 - hazardous materials and water quality analysis
 - water rights evaluation
 - water budget calculations
 - preliminary property appraisals and ownership studies

Category B: Design

This area of services requires the consultant to perform engineering and design services for the purposes of developing mitigation projects. This may include:

- conceptual, preliminary and/or final mitigation design plans
- wetland and stream restoration design services
- engineering and design services
- water right permit applications

Category C: Construction

This area of services requires the consultant to perform design constructability review, construction oversight of channel construction, and other stream restoration related activities. The consultant must meet the minimum qualifications required for this category, which include:

- full suite of four courses provided by Wildland Hydrology, Inc. (Rosgen), or approved equal coursework
- construction experience on at least 5 stream restoration projects within the last 5 years, utilizing accepted stream restoration practices

The consultant will be required to serve as a stream restoration oversight professional on MDT projects. Required activities may include:

- review of stream restoration related plans and specifications
- “field fitting” of alignments and in-stream structures or other stream related features
- provide guidance and oversight during construction of contractors performing stream restoration and/or stream construction activities, and/or wetland construction, as specified
- coordination with MDT and project contractors during construction

For each work assignment, the consultant will secure the Department’s approval of the scope, schedule, and corresponding cost prior to starting any work. The Department may require a PS & E package to be prepared for a specific project for a construction contract. The PS&E bid package must be 100% compatible with the Department’s methods, standards, specifications, procedures and requirements. Montana professional

engineering license is required by the prime consultant for design work. Documentation of experience and coursework is required for construction oversight.

PROJECT LOCATION

Statewide

PROJECT SCHEDULE

The consultant will be expected to start each project within 10 calendar days of MDT's Notice to Proceed. Individual tasks will be assigned on an "as needed" basis by MDT's Environmental Services Bureau-Resources Section. Work plans, including schedules and budgets, will be developed by the consultant for each project. These work plans, schedules, and budgets are subject to approval by MDT. More than one project may be assigned at any one time.

PROPOSAL SUBMITTAL

Submit five (5) copies of the SOQ proposals. The correct number of proposals must be submitted in order for your firm to be considered. All proposals must be submitted in hard copy format; electronic proposals will not be considered.

The Department must receive the SOQ proposals no later than 3:00 PM, local time, December 2, 2013.

Send the proposals to:

Ryan Dahlke, P.E.
Consultant Design Engineer
Montana Department of Transportation
2701 Prospect Avenue
P.O. Box 201001
Helena, MT 59620-1001

Once submitted, proposals become the property of the Department. The Department views the information contained in the proposals as partially proprietary in nature and will strive to keep the information confidential, but cannot make any such guarantees.

PROPOSAL CONTENTS

Keep proposals short and concise. Avoid large copies and binders. The proposal must use standard 8 ½ x 11 paper only. The proposal must contain the information listed in this section. ***Please organize your proposal in the same order and numbering format as shown below, which will assist MDT in reviewing your proposal.***

1) Quality of Firm and Personnel

A) Related experience on similar projects.

Provide a discussion of your firm's previous related project experience as it relates to the scope of services for each category detailed in this RFQ.

Four Pages per Category - Maximum

B) Qualifications, experience and training of personnel to be assigned to projects.

Discuss the qualifications, experience, and training of the professional staff that will be utilized for this contract. Include an organization chart that indicates the project staff, their area of expertise, registration, and office location(s).

Four Pages per Category - Maximum

Include brief resumes that describe the education, training, experience, and qualifications of the personnel listed above (***Place in Appendix A***).

2) Capacity and Capability of Firm

A) Ability to meet technical requirements and applications.

Briefly describe the services your firm will provide MDT including professional expertise and technical capabilities that your firm possesses. Discuss any subcontractors and support services that you anticipate utilizing and describe their expertise as it relates to this term contract.

Three Pages per Category - Maximum

B) Compatibility of systems, equipment, i.e., CADD and word processing, etc.

Provide a brief discussion on the computer systems and software that your firm utilizes (i.e. Word, Excel, Microstation, ArcView, etc.). Describe any additional support equipment you intend to use.

One Page - Maximum

- C) Capability of firm to meet project time requirements.

Briefly describe your ability to meet project schedules based on available staff and projected workload during the next two years.

One Page - Maximum

- D) Capability to respond to project and MDT requirements.

Describe your firm's approach in preparing work plans/cost estimates, reports and implementing work and managing projects. Briefly discuss your firm's ability to respond to fast-tracked projects. Describe your firm's ability to work on projects in various locations throughout the state (i.e. staffing availability, office locations, etc.)

One Page - Maximum

- 3) List as references all of the firm's clients from the past three (3) years for projects that deal with work similar to the proposed work. Include client name, a currently employed contact person, and a valid phone number. Give range of contract value. (Do not include Federal Standard Form (SF) 330.) (***Place in Appendix B***).

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 audited in accordance with 23 CFR §172.7(b) for the cost principles of 48 CFR Part 31 by a cognizant government agency or independent CPA firm will be required prior to executing a contract unless one of the following situations applies:

1. Sub-consultants with a cumulative contract value of less than \$100,000, measured on a per contract basis.
2. Prime consultants providing non-ESA (engineering, surveying or architectural) services with a cumulative contract value of less than \$100,000, measured on a per contract basis. Engineering, surveying or architectural services are defined in Montana Code Annotated, Title 18, Chapter 8.

If a firm has a current audited indirect cost rate report developed in accordance with 23 CFR §172.7(b) for the cost principles of 48 CFR Part 31, the report must be submitted by the Consultant prior to executing a contract regardless of whether the above situations are applicable.

If a firm does not have a current audited indirect cost rate report and either of the above situations is applicable, the Consultant must provide an unaudited indirect cost rate

calculation developed in accordance with 23 CFR §172.7(b) for the cost principles of 48 CFR Part 31.

The Indirect Cost Rate and audit (when applicable) must be based on the firm's latest completed fiscal year's costs. A six-month grace period for obtaining the Indirect Cost Rate and audit (when applicable) is generally allowed following the close of a firm's fiscal year. For example, if the firm's fiscal year ended on June 30, 2013, an Indirect Cost Rate and audit (when applicable) based on that fiscal year would be required by December 31, 2013. However, if the firm's fiscal year follows the calendar year, an Indirect Cost Rate and audit (when applicable) based on fiscal year 2012 (which ended December 31, 2012) would be required now and would be acceptable until July 1, 2014.

An Indirect Cost Rate and audit (when applicable) will be required for any subconsultants prior to executing a contract. An Indirect Cost Rate and audit (when applicable) is not required for subconsultant professional services that are commodity-type services using unit prices or fee schedules such as laboratory testing and drilling subcontracts, or services commonly provided on a per unit basis such as right-of-way appraisal and acquisition services. Usually, those services are a minor part of anticipated work.

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.

PROPOSAL EVALUATION

All proposals will be evaluated for each category submitted in accordance with the following weighted factors:

- 1) Quality of Firm and Personnel: **40 pts**
 - A) Related experience on similar projects.
 - B) Qualifications, experience and training of personnel to be assigned to projects.

- 2) Capacity and Capability of Firm: **30 pts**
 - A) Ability to meet technical requirements and applications.
 - B) Compatibility of systems, equipment, i.e., CADD and word processing, etc.
 - C) Capability of firm to meet project time requirements.
 - D) Capability to respond to project and MDT requirements.

- 3) Record of Past Performance and Reference checks: **30 pts**
- A) Previous record with the Department, quality of work, on-schedule performance and cooperation with the Consultant Design Engineer and other Department staff.
 - B) No previous record with the Department will require reference checks.

AGREEMENT REQUIREMENTS

The contract agreement will be administered on a cost plus fixed fee basis. Each task will have a negotiated cost ceiling. If a consulting firm is selected for the 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 audited (when applicable) in accordance with 23 CFR §172.7(b) 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.

Do not submit actual numerical financial information within your proposal.

DBE/WBE GOALS

DBE goals may be set for individual projects and will be identified prior to reaching a contract agreement. Consulting firms are strongly recommended to utilize DBE firms. 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).

If you have any questions, please contact me at (406) 444-7292 or (406) 444-7696 TDD, or by email at rdahlke@mt.gov.

Ryan Dahlke, P.E.
Consultant Design Engineer

Attachment

copies: Tom Martin, P.E., Environmental Services Bureau Chief
Jay Skoog, Executive Director, ACEC
Consultant Design Bureau File

e-copies: Dwane Kailey, P.E., Chief Engineer
Lynn Zanto, Planning Division Administrator
Tom Martin, P.E., Environmental Services Bureau Chief
Bill Semmens, Resources Section Supervisor
Patty McCubbins, Civil Rights Bureau Chief
Carla Lott, DBE Program Manager, Civil Rights Bureau
Bryan Miller, P.E., Consultant Plans Engineer
Ryan Dahlke, P.E., Consultant Design Engineer

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, the Consultant (hereafter in this Section “the Party”), for itself, its assignees and successors in interest, agrees as follows:

A) **COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS**

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.

- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party 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.