



September 9, 2013

TO WHOM IT MAY CONCERN:

Subject: MDT Department Manuals Term Contract

The Montana Department of Transportation (MDT), Consultant Design Bureau, is requesting Statement of Qualifications proposals from interested firms to author and update various MDT Bureau Manuals.

MDT intends to establish a term contract to use a consultant on an "as needed" basis for projects as they become available. MDT reserves the right to solicit cost proposals for individual assignments. Multiple firms will be selected to conduct the work and prepare the documents based on their expertise for the assignments.

Scope of Work:

The Department has many manuals encompassing design process, administration and procedures requiring updating. Assignments at this time include the following new manuals; Safety Manual, Traffic Operations Manual and Pavement Management Operations Manual. Manual updates include Road Design, Bridge, Geotechnical, Consultant Design, Survey and Traffic Engineering disciplines.

The consultant will be required to meet with Department personnel, including MDT Bureaus and Sections requiring updates or various manual re-writes. The consultant will develop the manuals utilizing the existing Department organization, manuals and standards as a guideline to determine the content of the updates. Manuals provided by other Departments of Transportation, FHWA and AASHTO may also be used as guides.

The consultant will submit individual chapters upon completion for review by appropriate Department personnel. Each revision and final draft will also be circulated for review. The text will be submitted in Microsoft Word and Excel format for tables, diagrams, etc. The consultant is responsible for all diagrams, figures and details. The Manuals will be prepared in a fully hyperlinked HTML format ready for electronic posting.

The work shall be performed under the direction of a licensed professional engineer, professional land surveyor, or other applicable licenses in the State of Montana.

Project Location

Project work will be statewide.

Project Schedule:

The Consultant will be expected to start each project within 10 days of MDT's notification to begin work. Individual tasks will be assigned on an "as needed" basis by MDT's Bureau liaisons. Work plans including schedules and budgets will be developed by the consultant for each project. Work plans, schedules, and budgets are subject to approval by MDT. More than one project may be assigned at any one time. This term contract is expected to be in effect for two years with the possibility of extension.

Submittal of Proposals

Submit five (5) copies of the SOQ proposals. A submission fewer than five will not 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, Friday, October 4th, 2013. Regardless of cause, late submissions will not be considered.

Send 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 proposals must use standard 8 ½ x 11 paper only. The proposal must contain the information listed in this section using **no more than 15 pages**, excluding cover sheet and appendices. ***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 detailed in this RFQ.

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

Discuss the qualifications, experience, and training of the professional staff to be utilized. Include an organization chart indicating the project staff, area of expertise, registration, and office location(s). Describe the qualifications possessed to address the discipline specific assignments. Describe Quality Assurance and Quality Control to be implemented with this type of term assignment.

Include brief resumes describing the education, training, experience, and other 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 your firm possesses. Discuss any subcontractors and support services you anticipate utilizing and describe their expertise. Include a list of resources appropriate for the identified assignments to your firm. Convey the approach to be used to update and/or write a manual. Indicate areas of expertise for each discipline.

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

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

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 24 months. Discuss your ability to provide the desired work within the specified project schedule.

D) Capability to respond to project and MDT requirements.

Describe your firm's approach in preparing technical and administrative procedures manuals and managing projects. Describe your firm's ability to work on projects with MDT (i.e. staffing availability, office locations,

etc.) Describe the Project Management and facilitation skills that will be used to complete project assignments.

3) List as references all of the firm's clients from the past three (3) years for projects similar to the proposed work. Include client name, a currently employed contact person, a valid phone number, and type of work you provided for the client. Give range of contract value. (Do not include Federal Standard Form (SF) 330) ***Place in Appendix B AND include 1 unbound copy***

Proposal Evaluation

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

- 1) Quality of Firm and Personnel:**300 pts.**
 - A) Related experience on similar projects.
 - B) Qualifications, experience and training of personnel to be assigned to the project.
- 2) Capacity and Capability of Firm: **350 pts.**
 - A) Ability to meet technical requirements and applications.
 - B) Compatibility of systems, equipment, software, 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: **300 pts.**
 - A) Previous record with MDT, quality of work, on-schedule performance and cooperation with the Consultant Design Engineer and other MDT personnel.
 - B) No previous record with MDT will require reference checks.
- 4) Location of Firm:**50 pts.**

Agreement Requirements

The contract agreement will be administered on a cost plus fixed fee basis. The contract 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. All Consultants and subconsultants must provide the Department with an Indirect Cost Rate 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).

Single Point of Contact

From the date this Request for Qualifications (RFQ) is issued until an offeror is selected and the selection is announced by the Consultant Design Engineer, **offerors are not allowed to communicate with any state staff officials regarding this procurement except at the direction of Ryan Dahlke.**

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

RJD:mjs:ENGINEERING_RFQ_LTRHD.DOCX

Attachment

copies: Dwane Kailey, P.E., Chief Engineer
Jim Walther, P.E., MDT Preconstruction Engineer
Patty McCubbins, Civil Rights Bureau
Jay Skoog, Executive Director, ACEC
Consultant Design File – MDT Department Manuals Term Contract

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, _____ (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."**

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