MONTANA
Department of Transportation

Christopher Dorrington, Director

2701 Prospect ▪ PO Box 201001
Helena MT 59620-1001

Date: June 12, 2026

Subject: **Request for Proposals**
2026 – 2029 Bridge Maintenance Engineering Term Contract

To Whom It May Concern:

The Montana Department of Transportation (MDT) is accepting proposals from consulting firms interested in a term contract for performing bridge maintenance engineering services at various locations throughout Montana.

MDT intends to establish term contract(s) to utilize consultants on an "as-needed" basis for the work described herein. At this time, the intention is to award up to two (2) agreements that will be approximately $1,500,000 each, for a three-year period from August 2026 through July 2029. 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, may 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

1. **General**
    a. The consultant will provide on-call professional structural engineering services to support MDT's Bridge Maintenance Section in administering the statewide bridge maintenance program and addressing structural and safety needs for state-owned bridges and other transportation structures throughout Montana.
    b. The consultant will provide the necessary personnel, software, equipment, and expertise to review inspection, inventory, and load rating information; evaluate structural conditions and maintenance needs; develop maintenance, preservation, and repair recommendations; and provide technical support for bridge maintenance engineering issues on an as-needed basis.
    c. The types of structures to be evaluated under this contract are variable. Structures may include, but are not limited to, highway bridges, sign structures, sign bridges, luminaire and high-mast lighting structures, buffalo guards, and other transportation structures assigned by MDT's Bridge Maintenance Section.
    d. Work will be assigned through individual term assignments. Services may range from brief technical reviews and staff augmentation for in-house MDT work to field assessments, repair concept development, sealed repair details, writing special provisions, developing cost estimates, and limited construction support for repairs performed by internal MDT maintenance teams.
    e. The consultant must be capable of performing various levels of bridge maintenance engineering support, including, but not limited to:
        i. Review of inspection findings, work candidates, maintenance concerns, and available structure records.
        ii. Review of existing load ratings and performance limitations, and performance of load rating work directly related to deterioration, damage, repair, or maintenance actions, when assigned. This work may include field work like girder capacity assessments, field confirmation of cover thickness, in-depth section loss quantification, etc.
        iii. Development of repair, preservation, stabilization, or risk-mitigation recommendations for structural elements and ancillary items.
        iv. Preparation of concepts, sketches, calculations, sealed repair details, plans, special provisions, and cost estimates of work to be performed by MDT Maintenance forces or through procurement contract.
        v. Emergency response engineering support, including special assessments, damage inspections, temporary stabilization or shoring concepts, and expedited technical recommendations.
        vi. Technical review and assistance with standards, procedures, forms, templates, manuals, and program documentation related to bridge maintenance engineering and associated data management.

vii. Quality control, data review, reporting, and direct support within MDT's Bridge Structure Management System (BrM) and related MDT systems.
viii. Coordination and communication support with MDT districts, Bridge Bureau units, Maintenance Division staff, Consultant Design, Construction, and other internal MDT units, as directed by MDT.

f. The consultant may also be used for staff augmentation to supplement MDT Bridge Maintenance Section capabilities during periods of high workload, urgent response, specialized technical need, staffing gaps, or schedule-critical work.
g. Due to the nature of this work, responsiveness, efficiency, and expediency are important skills to demonstrate. Some assignments may require accelerated response times, short-notice mobilization, field reviews on active facilities, and rapid development of repair recommendations or emergency field response.

**2. Personnel**

a. Consultant personnel must be qualified and have specific expertise in the work being performed. A qualified person will have the necessary education, registrations and licenses, skills, experience, and judgment to complete a particular task.
b. All engineering work performed under this contract will be completed by, or under the direction of, a Professional Engineer licensed in Montana.
c. All final engineering deliverables requiring professional seal will be stamped by a Professional Engineer registered in Montana.
d. Personnel performing inspection review, field investigation, repair development, maintenance engineering support, or load rating support shall be certified as an NBIS Bridge Inspection Team Leader with working knowledge, as applicable to the assignment, of bridge inspection practices, structural evaluation, maintenance and preservation concepts, structural analysis, detailing, constructability, and relevant AASHTO, FHWA, and MDT requirements. The bridge inspection team leader must meet one of the qualifications stated in the MDT Bridge Inspection Manual in Chapter 2 and in Appendix 2A. For NSTM non-redundant steel tension member work, the team leader must also be NHI Fracture Critical Inspection Certified, as per requirements in Appendix 2A.
e. The consultant shall provide sufficient staffing and internal quality control procedures to deliver work accurately and within the schedule established for each assignment, including fast-tracked and emergency assignments.

3. **Coordination and Scheduling**

a. The consultant shall coordinate with the MDT term assignment manager and other MDT staff identified for the work, as applicable to the assignment.

b. Before work begins, the consultant shall provide a tentative schedule for field reviews, interim deliverables, and final submittals when requested by MDT so MDT can anticipate workload, coordinate access, and plan reviews.
c. The consultant shall promptly communicate significant findings, scope changes, schedule concerns, access limitations, and urgent structural or safety issues to the MDT term assignment manager and other MDT contacts identified for the assignment.
d. If directed by MDT, the consultant shall participate in meetings, site visits, conference calls, and coordination efforts with MDT districts, other MDT units, contractors, fabricators, suppliers, utilities, railroads, and other affected parties.

4. **Field Investigation and Assessments**
    a. In cases where there is not sufficient information available to evaluate a structure or develop a maintenance or repair recommendation, the consultant shall provide equipment or personnel necessary to obtain measurements, conduct field reviews, verify details, document deterioration or damage, and assess structural condition.
    b. Field work may include, but is not limited to, site visits, emergency call-out assessments, damage inspections, crack and fracture evaluations, hands-on verification of deterioration, corrosion or section loss measurements, temporary stabilization or shoring concepts, and collection of information needed to support repair recommendations or load rating data verification.
    c. The consultant will provide all necessary traffic control and ensure that the traffic control complies with the requirements in the Manual on Uniform Traffic Control Devices MUTCD, unless otherwise identified by MDT in the term assignment. Typically, MDT will provide traffic control when substantial traffic control is needed for repairs or field work.
    d. When obtaining structural measurements or documenting existing conditions, the consultant will use MDT measurement forms where applicable. In cases where the standardized forms do not provide enough information, the consultant will create and submit additional sketches, notes, photographs, and supporting documentation sufficient to define the structure condition and support the engineering work.
    e. If critical or potentially critical structural or safety issues are identified during field work or document review, the consultant shall notify MDT immediately in accordance with assignment-specific direction or contact procedures provided by MDT.

5. **Maintenance Engineering Services**
    a. The consultant shall provide maintenance engineering support for assigned structures and issues identified by MDT. Support may include review of inspection findings, deterioration mechanisms, damage history, previous repairs, available plans,

calculations, load ratings, photographs, and maintenance records to determine appropriate actions.

b. The consultant shall develop practical maintenance, preservation, repair, or mitigation recommendations that consider structural behavior, safety, constructability, access, traffic impacts, durability, risk, anticipated service life, and the likely method of implementation by MDT Maintenance forces or by procurement contract.
c. Engineering services may include preparation of technical memoranda, evaluation summaries, repair concepts, structural calculations, sealed repair details, plan sheets, special provisions, quantity calculations, opinions of probable cost, and other documents needed to implement the assigned work.
d. When directed by MDT, the consultant shall provide support for emergency or time-sensitive situations, including engineering assessments of collision damage, flood or scour-related concerns, fatigue or fracture-related concerns, unanticipated deterioration, vehicle impact damage to sign or lighting structures, and other events affecting serviceability or safety.
e. When assigned, the consultant shall provide limited construction support related to maintenance repairs, including onsite direction and support to MDT maintenance forces performing maintenance repairs, responding to requests for information, reviewing submittals or shop drawings, evaluating field changes, reviewing contractor questions, and providing technical clarification related to the consultant's repair documents.
f. Load rating work under this contract will generally be limited in scope and directly tied to maintenance, repair, damage, or special assessment needs. Such work may include review of existing ratings, screening-level analyses, conventional ratings of structures or members, load posting support, and documentation of assumptions and recommendations, as directed by MDT.
g. The consultant may also provide technical support for MDT standards, procedures, forms, templates, manuals, and program documentation related to bridge maintenance engineering, repair documentation, work candidate development, and associated quality control processes.

6. **Data Entry and BrM Support**
    a. The consultant shall work directly within MDT's Bridge Structure Management System (BrM) and related MDT systems, as applicable to the assignment and as authorized by MDT.
    b. Work in BrM may include review and update of structure-related information, upload of reports and supporting documents, entry or update of maintenance-related records, work candidates, photographs, comments, measurements, and other data required for assignment documentation and program tracking.

c. The consultant shall maintain organized, clear, and consistent electronic records and shall use file naming, documentation, and data-entry practices consistent with MDT procedures and assignment direction.
d. MDT will identify access requirements, approval workflows, and system expectations applicable to the assignment. The consultant shall be responsible for ensuring that submitted data and uploaded documents are complete, accurate, and ready for MDT review.

7. **Deliverables**
    a. Deliverables will be defined in individual term assignments. In general, deliverables under this contract may include:
        i. Technical memoranda, assessment summaries, and engineering recommendations.
        ii. Field investigation documentation, including notes, measurements, sketches, and photographs.
        iii. Repair concepts, plan sheets, sealed details, special provisions, and supporting calculations.
        iv. Estimates or opinions of probable cost, quantities, and implementation recommendations.
        v. Load rating documentation and supporting BrR files for assigned maintenance-related load rating tasks.
        vi. BrM updates, database records, work candidate updates, and supporting attachments.
        vii. Meeting materials, presentation materials, coordination summaries, and meeting minutes.
        viii. Drafts and final documents needed to support MDT decisions, maintenance work, or contracted repairs.

8. **Quality Control**
    a. The consultant is responsible for quality control of all work products and submittals.
    b. Deliverables shall be checked for technical accuracy, completeness, internal consistency, constructability, and conformance with MDT requirements before submittal to MDT.
    c. MDT personnel will review submittals to verify compliance with guidance and assignment requirements and to ensure that documentation is adequate. Submittals that are deficient may be returned for revision and resubmittal.
    d. When required by MDT, the consultant shall incorporate MDT review comments, revise deliverables accordingly, and resubmit within the timeframe established for the assignment.

9. **Standards, Specifications, and Policies**
    a. Work under this contract shall be performed in accordance with applicable federal and state requirements and MDT practices, as applicable to the assignment.
    b. Applicable references may include, but are not limited to:
        i. MDT Bridge Inspection Manual and applicable interim guidance.
        ii. MDT Bridge Load Rating and Posting guidance or manual and associated interim guidance.
        iii. MDT Bridge Design detail standards and other applicable MDT manuals, guides, procedures, and policies.
        iv. The latest applicable version of the AASHTO Manual for Bridge Evaluation MBE.
        v. The latest applicable version of the AASHTO LRFD Bridge Design Specifications.
        vi. National Bridge Inspection Standards NBIS, Specifications for the National Bridge Inventory SNBI, and applicable FHWA requirements and guidance, where relevant to the assigned work.
        vii. Other references identified by MDT in the term assignment.

## LOCATION

Various – Statewide

## PROJECT/TASK SCHEDULE AND DELIVERABLES

The project schedule will be developed and negotiated separately for each individual term/task assignment. At this time, it is anticipated that deliverables will generally follow those described assignment-specific direction from MDT.

## STANDARDS, SPECIFICATIONS, AND POLICIES

Work is expected to follow MDT's various Manuals, Guides, and Policies. These items may be found on MDT's Design Consulting web page at: http://www.mdt.mt.gov/business/consulting/.

## 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 (FTS) site, which can be accessed at this link: https://transfer.mt.gov. To upload to FTS, 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 FTS system will prompt you for an email address to send to. Please send this email of your uploaded proposal to the following individuals:

Sheryl Tangen: stangen@mt.gov
Kelly Williams: kwilliams@mt.gov

David McKay: dmckay@mt.gov

**The Department must receive the proposals for this RFP no later than 3:00 PM MST, July 9, 2026.**

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):

| | |
|---|---|
| June 12, 2026: | RFP released |
| July 9, 2026: | Proposals due to be submitted to MDT Consultant Design |
| July 31, 2026: | Proposals reviewed, rated, and ranked by the evaluation committee |
| August 5, 2026: | Consultant Selection Board meeting to select consultant(s) |

There are three (3) members on the evaluation committee for this RFP (subject to change):

1. MDT Bridge Bureau Maintenance Supervisor
2. MDT Bridge Bureau Civil Engineering Specialist
3. MDT Consultant Design Project Manager

## PROPOSAL CONTENTS

The proposal must contain the information listed in this section. The proposal is **limited to five (5) 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 specific contract, particularly your team's expertise and experience, as it relates to the work described in the "Scope of

Work" section above. Provide examples of previous related experience as it relates to these services. Identify professional licensure of staff that satisfy the requirements for this contract. Include an organization chart that indicates the staff identified for this contract, their area of expertise, registration, and office location(s). Also briefly discuss your compatibility of systems, software, and equipment (i.e. CADD software, word processing software, etc.), and experience with these systems, software, and equipment. The Department's standard design software is Autodesk® technology included in the Architecture, Engineering & Construction (AEC) Collection. Describe any special equipment or software you intend to use. Resumes may be considered as supporting documentation to verify / supplement the qualifications described in the proposal. However, scoring will be based solely on the narrative response included in the Team Qualifications section of the proposal.

2) **Approach to Task Assignments**
Transportation work has many challenging aspects, and the development and delivery of a successful work product that addresses and mitigates specific challenges is of utmost interest to MDT. Discuss the challenges you foresee as they relate to this type of work, your strategy for addressing these challenges, and your specific experience in implementing the strategies identified. Describe your quality assurance/quality control process. Provide a discussion on your overall strategy for delivering work in a timely manner, including fast-tracked or emergency tasks and changing priorities.

**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) **Team Qualifications (100 points possible)**
2) **Approach to Task Assignments (50 points possible)**
3) **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 (Board) at the MDT Headquarters Building. At this time, the 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)

## 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 may 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

Contract agreements will generally be administered on a cost plus fixed fee basis. The contracts will have negotiated cost ceilings. If a consulting firm is selected for a specific contract 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.***

## 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:

**Kelly Williams**
Consultant Design Engineer
Montana Department of Transportation
(406) 444-7964 (Direct Line)
kwilliams@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) 444-7964, or by email at kwilliams@mt.gov. I look forward to receiving your proposal.

Sincerely,

*Kelly Williams*

Kelly Williams, P.E.
Consultant Design Engineer

Attachment

e-copies:

Mary Erchul, ACEC Executive Director-MT Chapter
Dustin Rouse, MDT Chief Engineer
Ryan Dahlke, MDT Statewide Project Development Engineer
Dave Holien, MDT Highways Engineer
Erika Wimmer, MDT Civil Rights Bureau Chief
Jason Senn, MDT Consultant Plans Engineer
Roy Peterson, MDT TA Engineer
MDT Consultant Design Bureau file
Andy Cullison, MDT Bridge Engineer

Rev. 01/2026

# 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 | State protected classes |
|---|---|
| Race, color, religion, national origin, sex, age, disability, and genetic information. | Race; color; national origin; familial or marital status; pregnancy, childbirth, or medical conditions related to pregnancy or childbirth; creed; social origin or condition; genetic information; sex, sexual orientation, gender identification or expression; ancestry; age; mental or physical disability; political or religious affiliations or ideas; military service or veteran status; vaccination status or possession of immunity passport. |

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 must comply with applicable federal and state laws regarding the DBEs, including but not limited to 49 CFR Part 26.

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 *et seq.*), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Sections 162 and 301(g) of the Federal-Aid Highway Act of 1973, (Public Law No. 93-87, 87 Stat. 250, codified at 23 U.S.C. § 324), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Section 520 of the Airport and Airways Improvement Act of 1982, (49 U.S.C. § 47123), (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (Public Law No. 100-259), (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, (42 U.S.C. §§ 12131 through 12189), 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 as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

*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 paragraphs one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives cited therein. 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.