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Montana Department of Transportation
2701 Prospect Avenue
PO Box 201001
Helena MT 59620-1001

Jim Lynch, Director
Brian Schweitzer, Governor

April 9, 2010

To Whom It May Concern:

Subject: 2010 – 2012 Cultural Resource Term Contract

The Montana Department of Transportation (MDT) is requesting a Statement of Qualifications from interested archaeological and/or historical consulting firms for preparing cultural resource studies.

Several consulting firms will be selected to conduct the resource survey work.

MDT intends to establish term contracts to use consultants on an "as needed" basis for projects as they become available. MDT reserves the right to solicit cost proposals for individual projects. The term of the contracts for these services is expected to be two years.

Project Location:

The locations of the "projects" are statewide and may involve a number of preconstruction projects and construction projects.

Project Schedule:

The Consultant will be expected to start each project within 10 calendar days of MDT's Notification to Proceed. MDT's Environmental Services Bureau will assign individual tasks on an "as needed" basis. Work plans including schedules will be developed by the consultant for each project. These work plans and schedules are subject to approval by MDT. More than one project may be assigned at any one time. The firm must use MDT's contracted analytical laboratory or with MDT's approval, make arrangements with other laboratories to provide services.

Proposal Submittal:

Please submit (4) four copies of your proposal no later than 5:00 pm., April 26, 2010 to:

Tim J. Conway, P.E.
Consultant Design Engineer
Montana Department of Transportation
Highways and Engineering Division
2701 Prospect Avenue
Helena, MT 59620

Proposal Contents:

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 Cultural Resource Studies detailed in this RFQ.

      Five Pages - 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.

      Three Pages - 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 during this contract, 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 contract.

      Three Pages - 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 for this term contract.

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 or emergency projects. Describe your firm's ability to work on projects in various parts of 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, contact person, and phone number. Give range of contract value. (Do not include Federal Standard Forms (SF) 254 and 255)

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, 2009, an Indirect Cost Rate and audit (when applicable) based on that fiscal year would be required now (actually by December 31, 2009) since the grace period has passed. However, if the firm's fiscal year follows the calendar year, an Indirect Cost Rate and audit (when applicable) based on fiscal year 2008 (which ended December 31, 2008) would still be acceptable until July 1, 2010. An Indirect Cost Rate and audit (when applicable) based on fiscal year 2009 would be preferred at this time.

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 <u>not</u> 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.

Failure to provide the requested information may disqualify the firm for this work.

<u>Proposal Evaluation</u>

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

1) Quality of Firm and Personnel: .....**35 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: ..... **35 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 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.

DBE Goals:

There are no DBE/WBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE consultant list is available and can be found on the MDT web page, *http://www.mdt.mt.gov/business/contracting.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 e-mail at tconway@mt.gov.

Tim J. Conway, P.E.
Consultant Design Engineer

TJC:msd:CulturalResource_RFP-2010-2012

Attachment

e-copies: Dwane Kailey, P.E., Chief Operations Officer
Jim Walther, P.E., MDT Preconstruction Engineer
Tom S. Martin, P.E., Chief, Environmental Services Bureau
Tim J. Conway, P.E., Consultant Design Engineer
Roy A. Peterson, P.E., Consultant Plans Engineer
Wendy Stewart, DBE Program Manager, Civil Rights Bureau
Sheila D. Cozzie, Chief, Civil Rights Bureau

Copies: Stan Sternberg, Environmental Program Manager, Environmental Services
Jay Skoog, Executive Director, ACEC
Consultant Design File – 2010 – 2012 Cultural Resource Term Contract

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.