



Request for Proposals

For

Safe Routes to School Plan, Phase 2

**BILLINGS METROPOLITAN
PLANNING ORGANIZATION**

210 North 27th Street P.O. Box 1178, Billings, MT 59101



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SECTION 1: GENERAL INFORMATION

1.1 Request For Proposals (RFP) – Safe Routes to School Plan, Phase 2- EM09212022

THE ABOVE DESCRIPTION MUST APPEAR ON ALL PROPOSALS AND RELATED CORRESPONDENCE. **THIS IS NOT AN ORDER.**

PROPOSALS MUST BE <u>RECEIVED</u> NO LATER THAN: October 21, 2022, at 5:00 pm (MST)	RFP INITIATIVE: Safe Routes to School Plan, Phase 2- EM09212022
<ul style="list-style-type: none">All suppliers must respond in detail to each element of this RFP in order to be considered for contract award.All proposals must be delivered, mailed or emailed to contact person at the address below.If proposal is delivered or mailed, please also include or email an electronic version.	
SEND ALL CORRESPONDENCE TO THE CONTACT BELOW:	
City of Billings ATTN: Elyse Monat 2825 3rd Ave. N, 4th Floor Billings, MT 59101	Or
	Elyse Monat, Active Transportation Planner Email: monate@billingsmt.gov PHONE: (406) 247-8637

1.2 Purpose

This RFP is issued by City of Billings (City) on behalf of the Billings Metropolitan Planning Organization (Billings MPO) for the purpose of obtaining information and pricing regarding a Safe Routes to School Plan, Phase 2. This proposal solicitation process will be completed through the City of Billings (City) on behalf of the Billings MPO, therefore, many references to the process will identify the City as the requester/reviewer. It is the intent of the City to review and assess the RFP responses to determine which proposal best meets the needs of the City.

Suppliers are expected to provide their best and most competitive proposal.

1.3 General Submission Information

The City intends to award a single contract for these consulting services. The proposal should address the Consultant's capabilities for performing all aspects of the project development process while presenting specific project information and substantiating the Consultant's methodologies and approach for completing the work requested.



The budget for the Safe Routes to School Plan, Phase 2 is for an amount not to exceed \$125,000.

Attachment E, the Intent to Respond form, must be completed and emailed at least two (2) days prior to the advertised RFP due date.

1.4 Preparation Costs

The City shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest-ranked Proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

SECTION 2 – RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the Work and the conditions likely to be encountered in performing the Work.

2.2 Proposal Acceptance Period

Award of this proposal is anticipated to be announced within **forty-five (45) calendar days**, although all offers must be completed and irrevocable for **ninety (90) days** following the submission date.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection is publicly announced. At that time the selected proposal is open for review. After the award of the Contract, all proposals will then become public information.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on:

- Conformance to the RFP instructions
- Responsiveness to the RFP requirements
- Overall completeness and clarity of content

2.5 Signature Requirements

All proposals must be signed, either with a wet signature or an electronic signature. An officer or other agent of a corporate vendor, if authorized to sign Contracts on its behalf; a member of a partnership; the owner of a privately-owned vendor; or other agent if properly authorized by a Power of Attorney or equivalent document may sign a proposal. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.



2.6 Proposal Submission

The proposal must be received by the MPO prior to October 21, 2022, by 5:00 p.m. MST. Proposals can be submitted electronically or in hard copy. If hard copies are submitted, there should be 5 copies of the proposals submitted along with a digital copy on a flash drive. All hard copies of the proposals must be under sealed cover and plainly marked. Proposals shall not exceed more than 10 pages (can be double-sided) including the signed Conditions and Non-Collusion form. Additionally, proposals can include a 1 page cover letter and 1 page proposed project budget. Proposals shall be delivered, mailed, or emailed to:

Billings MPO
Attention: Elyse Monat, Active Transportation Planner
Department: Planning & Community Services Department
Address: 2825 3rd Avenue North, 4th Floor, Billings, MT 59101
Phone number: 406-247-8637
Email: monate@billingsmt.gov

2.7 News Releases

News releases pertaining to the award resulting from the RFPs shall not be made without prior written approval of Billings MPO.

2.8 Disposition of Proposals

All materials submitted in response to this RFP become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this RFP will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each proposal submitted shall be retained for the official files of the Department and will become public record after award of the Contract.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.

The Consultant understands that, if selected, the City reserves the right to provide its opinion publicly and privately regarding the Consultant's performance.

2.9 Modification/Withdrawal of Proposals

A respondent may withdraw a proposal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new or modified proposal prior to the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final proposal cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the City after the date of receipt and following oral presentations.

2.10 Oral Change/Interpretation



No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the Municipality.

2.11 Late Submissions

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED IN THE COVER LETTER WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED AFTER RECOMMENDATION OF AWARD.

2.12 Rejection of Proposals

The City of Billings reserves the right to reject any or all proposals if determined to be in the best interest of the City.

Section 3: Information for Suppliers

3.1 Disclaimer

This RFP does not form or constitute a contractual document. The City shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The City also will not be responsible for any expenses which may be incurred in the preparation of this RFP. This RFP is not to be construed as a contract or commitment of any kind.

3.2 Examination of Documents

Before submitting the proposals, the proposer shall:

- (a) Carefully examine the Standards and Specifications as well as all other attached documents;
- (b) Fully inform yourself of the existing conditions and limitations;
- (c) Include with the proposal sufficient information to cover all items required in the specifications.

3.3 Proposal Modifications

In addition to any other information and documentation requested in this RFP, any forms provided herein shall be included in the submitted proposal. Modifications, additions or changes to the terms and conditions of this request for proposals may be cause for rejection of the proposal. Proposals submitted without required forms may be rejected.



3.4 Withdrawal of Proposals

Proposers may withdraw their proposal by written request at any time prior to the due date set for receiving proposals.

3.5 Prices Honored

By responding to this RFP, Proposer acknowledges that no contractual relationship with the Proposer exists until execution of the resulting contract following City Administration or City Council approval. Because contract approval can be delayed due to scheduling or unforeseen circumstances, the Proposer must honor their pricing and any other terms set forth in the proposal for at least ninety (90) days after the RFP due date.

The prices established from this RFP may be extended to other political subdivisions within the State of Montana solely at the vendor's discretion.

3.6 Certification

The proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The proposer further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

Any manufacturer's trade names, if used in specifications, are for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition.

3.7 Insurance Requirements

The proposer certifies that it/they can comply with the City insurance requirements of :

- 1. Workers' compensation and employer's liability coverage as required by Montana law.**
- 2. Commercial general liability, including contractual and personal injury coverage's - \$750,000 per claim and \$1,500,000 per occurrence.**
- 3. Automobile liability - \$1,500,000 per accident.**
- 4. Professional liability in the amount of \$1,500,000 per claim.**

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the City prior to cancellation.

The City shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against the City.

Proposer shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39,



Chapter 71, MCA. Proposer shall maintain workers' compensation insurance coverage for all members and employees of Proposer's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

The successful proposer will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment.

3.8 Questions

Questions regarding the Request for Proposals contents must be sent to the contact person listed in Section 1 no later than 2 business days prior to due date for proposals. The City will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposals, a copy of which will be posted on the City's website and forwarded to all Suppliers who have submitted an "Intent to Respond" form (Attachment E).

Supplier must submit their questions via email using the "Master Q & A" form found in **Attachment C**, and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable Request for Proposals section(s).

3.9 RFP Response Submission

Upon the submission of the RFP response, the supplier acknowledges that all information is accurate and complete.

All proposals must be delivered, mailed or emailed to contact person listed in Section 1.

RFP Process Timeline

	<u>Dates</u>
RFP/legal ad done:	9/30/2022
Advertise:	9/30/2022 & 10/7/2022 & 10/14/2022
Proposals must be <u>received</u> by 5:00PM:	10/21/2022
Evaluate and choose:	11/2/2022
Preliminary Council memo due:	11/10/2022
Finalized Council memo and contract due:	11/17/2022
Council meeting:	11/21/2022
Notice to Proceed:	11/22/2022

Section 4: RFP Evaluation and Selection Processes

Initial Evaluation

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP

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- Compliance with proposal submittal date

Phase II Evaluation

Submittals will be evaluated in accordance with the following criteria:

Experience of Consultant to fulfill the Scope of Work	(0-30 Points)
Project Methodology and Approach	(0-40 Points)
Key Project Staff and Sub Consultants	(0-5 Points)
Cost	(0-25 Points)
Maximum Score	100 Points

The proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

(Lowest Cost/Cost Being Evaluated) x maximum points available = awarded points

The MPO reserves the right to conduct interviews with all or some of the Proposers at any point during the evaluation process. However, the MPO may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating firms using the above-stated criteria.

The MPO also reserves the right to make such additional investigation, as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

Section 5: Scope of Work

Below is a general outline of the anticipated scope of work. However, the final scope of work will be negotiated with the successful proposer.

Project team should include at least one planner and one licensed engineer. Teams should have both local knowledge and the knowledge to utilize the best practices in active transportation. As needed, firms are encouraged to form teams with subconsultants to create a project team with local knowledge and active transportation expertise.

The Yellowstone County Board of Planning (YCBP) is the designated Metropolitan Planning Organization (MPO) for the Billings Urban Area. The MPO has identified the need to conduct a Safe Routes to School Plan, Phase II. This Plan will look at schools that have not been studied for SRTS before (with the exception of Lockwood Schools), including: middle schools in Billings Public Schools (6), as well as Yellowstone County schools (5), and private schools (8) within the MPO Boundary. These schools are diverse in their needs and locations. Some are located within the urban core of Billings, others are located in the urban fringe. Some may have the majority of students traveling from relatively nearby and some may have students who live spread out across the Billings area.

The goals of the plan are to:

- Evaluate current walking and biking conditions for students in the region
- Identify barriers or issues that might discourage students from walking or biking
- Recommend policy or programmatic changes that would encourage more students to walk or bike to school



- Develop a list of projects that can be built to improve walking and biking conditions for students and evaluate their impact
- Create walking route maps for all schools in the plan. Given the unique challenges of some of these schools, creative solutions like identifying remote drop off locations may be required.

This project will require the following Scope of Work and Documentation package to be completed within approximately 8 months of contract signing. In addition, there is an approximately 2-month long plan adoption process during which the successful proposer will be required to give presentations to committees and governing bodies (see Planning Study Deliverables Section). The Plan will include, but not be limited to the following:

SCOPE OF WORK

- Contact school staff at each school to determine interest in participating in the plan. If schools on the initial list choose not to participate, they may be replaced with high schools or pre-schools.
- Work with MPO staff to identify relevant studies. Provide a summary for the existing planning documents related to Safe Routes to School in the Billings community. Much of this information is summarized in a plan and policy review from the SRTS Plan Update that focused on elementary schools in Billings City limits, but this information may need to be reviewed or elaborated on.
- As necessary, collect and map relevant elements such as cross walks, sidewalks, etc. GIS data is generally available in the City but may not be available outside of City limits. Yellowstone County and/or the Montana Department of Transportation may be able to provide some data outside of City limits.
- Conduct walk audits for all schools being studied. Allow for community participation in walk audits.
- Review current traffic patterns for pickup/drop off locations and how that affects bike/pedestrian flow.
- Correspond with school staff as needed.
- Engage the public and stakeholders such as school staff, crossing guards, families, and students in a meaningful way get their input on challenges and opportunities surrounding walking and biking to school. Creativity is welcome, but at minimum, this will include:
 - Soliciting comments via an online interactive webmap and survey
 - Interviewing principals or another appropriate representative at each school. Crossing guards should also be engaged if the school employs them.
 - Conducting one open house per school or attending one school event/meeting to solicit input
 - Offering one centralized in-person or virtual session to discuss plan findings and solicit feedback on draft plan
- Identify areas of concern within one mile of each school and the type of concern (i.e. long crossing, speeding motor vehicles, etc.). The MPO will work with the consultant to collect data on speeds or traffic volumes if necessary. Suggest design solutions to improve pedestrian and bicycle traffic flow near all 19 schools, both through common solutions in an "infrastructure toolbox" and by suggested interventions at each location. Incorporate low-cost enhancements that can be implemented utilizing existing resources whenever possible.
 - In-depth interventions, such as missing accessible curb ramps, sidewalks, etc., should be provided for all streets immediately adjacent to schools.
 - Develop planning-level cost estimates for improvements.



- Have a licensed engineer conduct a quality control check of the project list to ensure that projects meet regulatory standards.
- In addition to identifying areas of traffic safety concern, this analysis should also collect public input and identify areas of public safety concern or perception along the school access routes. These elements may be similar to, or the same as, Crime Prevention Through Environmental Design (CPTED) principles. These could include, but not be limited to, lighting, neighborhood visibility of the SRTS corridors, landscape maintenance, boulevard trees for walkability, and other elements. The analysis should take public safety input and identified areas of concern noted here and propose mitigation measures for implementation.
- Develop suggested boundaries for Rural Special Improvement Districts (RSIDs) and potential assessment amounts needed to pay for improvements for schools outside of City limits.
- Develop maps to show improvements for 1-mile radius around the school as well as walking routes.
- Evaluate project impact of recommended improvements based on traffic safety, feasibility, demand, and equity, or based on other criteria determined by consultant team and project oversight committee. Categorize projects both by entity responsible for improvement (City, County, or school) and by high, medium, and low impact categories.
- Provide an overview of any other suggestions related to the other five E's of Safe Routes to School: Engagement, Equity, Encouragement, Education, and Evaluation.
- Organize, set agendas, and take minutes for a minimum of 6 Advisory Committee meetings for the plan. The Advisory Committee will consist of transportation professionals, school staff, parents/guardians, and/or other stakeholders. It will help provide oversight on the plan development.
- Create walking route maps for each of the schools

Consultant will be required to inform and solicit comments from the community through the Yellowstone County Board of Planning Public Participation Plan. The public participation plan can be found at: https://ci.billings.mt.us/DocumentCenter/View/36538/21353_Billings-Public-Participation-Plan_FinalDraft

PLANNING STUDY DELIVERABLES

During and at the conclusion of the study the following items will be delivered:

- Weekly email updates of project status to the MPO, elected officials, and other stakeholders.
- 6 Advisory Committee meetings monthly and associated agendas and minutes.
- Engagement strategy plan outlining how consultant will engage with each school. This should be completed within 2 months of project start date.
- Attendance at public meetings and meetings with the Technical Advisory Committee (TAC), Yellowstone County Board of Planning, Billings City Council, Board of Commissioners of Yellowstone County, and the Policy Coordinating Committee are required. Consultant will give a presentation about the plan to each of these bodies during plan adoption. In addition, Consultant will give a mid-plan check-in presentation to both the City Council and County Commissioners.
- Baseline conditions report with information about the current conditions around each school, known issues, and opportunities.
- At least two check-ins/reviews with engineering staff from the City of Billings and Yellowstone County on the proposed project list.



- Planning Study summarizing findings including school profiles, maps, obstacles, conflict areas, solutions, an “infrastructure toolbox”, assessment of project impact, planning-level cost estimates, and walking route maps for each school.
 - Consultant will provide at least one draft for local project manager/local staff to review, will incorporate updates, and provide an updated draft for review by Advisory Committee.
- 10 full color printed copies of the study as well as electronic submittal of the document and executive summary that includes a friendly, web-based version.
- All editable files associated with plan, including but not limited to GIS files and InDesign/Word files.

List of Schools in Plan

Billings Public Schools Middle Schools:

1. Ben Steele
2. Castle Rock
3. Lewis & Clark
4. Medicine Crow
5. Riverside
6. Will James

Yellowstone County Schools within the MPO Boundary

1. Blue Creek
2. Elysian
3. Independent
4. Lockwood (elementary and middle schools co-located on same campus)
5. Pioneer

Private Schools

1. Billings Christian Schools
2. Trailhead Christian School
3. St. Francis Catholic School
4. Trinity Lutheran School
5. Mount Olive Lutheran
6. Grace Montessori Academy
7. New Day, Inc. – check this one
8. Sunrise Montessori

If one or more of the above schools choose not to participate, they may be replaced by schools from this list:

High schools:

1. Career Center
2. Senior High
3. Skyview High
4. West High

Pre-schools:

1. Rimrock Learning Center
2. Shiloh Christian Academy



A map of the schools can be viewed via at

<https://www.google.com/maps/d/u/1/edit?mid=1uHxdW9AfHnEGMeXk8hSKE9z-rhOVCas&usp=sharing>

SECTION 6 – CONTRACT NEGOTIATION PROCESS

The highest-ranked Proposer(s) may be invited to enter into Contract negotiations with the MPO. If an agreement cannot be reached with the highest-ranked Proposer, the MPO shall notify the Proposer and terminate negotiations. The second highest Proposer may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, the MPO reserves the right to terminate negotiations with any Proposer should it be in the MPO's best interest. The MPO reserves the right to reject any and all proposals submitted.



ATTACHMENT A

STANDARD TERMS AND CONDITIONS

In case of default by the successful Proposer or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold Proposer responsible for excess costs occasioned thereby.

The specifications attached to the instructions to proposers establish a standard of quality desired by the City of Billings. Any proposer may submit quotations on any article-which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications. This RFP is not to be construed as a contract or commitment of any kind.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings. No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The Proposer agrees not to be discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any proposer who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 10 days written notice to the Proposer. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, the proposer is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the proposal or termination of contract.

The successful proposer may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination. News releases pertaining to the award resulting from the RFPs shall not be made without prior written approval of the City of Billings.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.



The Proposer may not assign or subcontract the agreement, or the right to receive reasonable performance of any act called for by the contract, shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.



ATTACHMENT B

CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

Legal Name of Firm/Corporation

Authorized Signature

Address

Printed Name

City/State/Zip

Title

Date

Telephone Number



ATTACHMENT C

MASTER Q & A FORM

PROJECT: Safe Routes to School Plan, Phase 2- EM09212022

Master Q&A	Any questions regarding this Request for Proposals should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.
Q&A Process	<ol style="list-style-type: none">1. Prepare questions or concerns on the template provided.2. Complete the table in full, providing a date for each question and a section of the RFP to reference (if applicable).3. Submit the completed form via email to monate@billingsmt.gov. Attach associated documents as necessary. <p>Please contact monate@billingsmt.gov with any questions regarding this process.</p>

Questions from: _____ **Company:** _____

Email Address: _____

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				



ATTACHMENT D

DBE GOALS AND NON-DISCRIMINATION NOTICE

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/civil/dbe.shtml>

Nondiscrimination Compliance

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice).

Rev. 01/2022

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

Race, color, national origin, sex, sexual orientation, gender identity, age, disability, income-level & Limited English Proficiency

State protected classes

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, ancestry, age, disability mental or physical, 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

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subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.

- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the 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 the 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, the 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 the 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 MDT 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. The 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.



ATTACHMENT E

INTENT TO RESPOND FORM

RFP: Safe Routes to School Plan, Phase 2- EM0921202

Dated _____

Email the following Intent to Respond form within four (4) days of the RFP due date even if your company chooses NOT to participate in the RFP.

To: **City of Billings**

Attn: Elyse Monat

Email: monate@billingsmt.gov

From: _____

Contact Name

Company Name

Company Address

Phone Number

Fax Number

Email Address

We intend to respond to this RFP by the specified due date:

Yes _____ No _____

Company Name _____ Date _____

Contact Name (please print) _____ Title _____

Signature of Contact Person

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

210 North 27th Street P.O. Box 1178, Billings, MT 59101