

Date: November 1, 2019

Subject: **Request for Proposals**
Mullan BUILD

To Whom It May Concern:

Missoula County is accepting proposals from consulting firms interested in the preparation of the construction plans and specifications for the subject project. One firm will be selected to perform the work specified herein.

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, and the proposal must clearly identify the prime for this contract. As a rule, the prime consultant must complete at least 50% of the work for a specific project or 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

The project includes the design, and construction inspection of the Missoula City/County Mullan BUILD Grant Project. The scope of the project includes 3 miles of new collector and minor arterials of roads, new sewer and water mains, 3.7 miles of new trails, and 0.5 miles of stream restoration and flood control. The following are the key project elements:

1. George Elmer Dr – Completes a new street connection between Mullan Road and Broadway, extending the existing section of road to Broadway and upgrading the existing section to the south. Includes a traffic signal or roundabout at its intersection with Mullan Road (including necessary Mullan Road widening/turn lanes east and west of the new intersection control), a bridge over Grant Creek, a traffic signal or roundabout at its intersection with Broadway, and related utility infrastructure.
2. England Blvd – Extends a new street from Flynn Lane to George Elmer Dr, extending England Blvd to the west from its current dead end at Flynn Lane. Includes a roundabout at its intersection with George Elmer Dr, a roundabout or traffic calming at its intersection with Mary Jane Blvd, and related utility infrastructure.
3. Mary Jane Blvd – Completes a new street connection between Mullan Road and Broadway, extending the existing section of road from current dead ends on both the north and south. Includes a traffic signal or roundabout at its intersection with Mullan (including necessary Mullan Road widening/turn lanes east and west of the new intersection control), a traffic signal or roundabout at its intersection with Broadway, and related utility infrastructure.
4. Grant Creek Restoration and Trail – Restores 2,800 feet of stream channel and floodplain to return Grant Creek to a natural condition, and constructs 1,600 feet of levee to improve flood protection. Also, extends a new shared-use path along the restored Grant Creek corridor, linking to future connections with the Milwaukee Trail and trail connections north of Broadway.
5. Milwaukee Trail – Extends a new shared-use path from Mullan Road to Grant Creek, which is part of a planned trail system extending over 120 miles into eastern Idaho along the former Milwaukee & St. Paul Railroad.
6. Tipperary Way Trail – Extends a new shared-use path connecting residential development to Hellgate School along the Flynn Irrigation Ditch.
7. Flynn Lane Trail – Extends the existing shared-use path north along Flynn Lane, connecting Hellgate School to the Grant Creek trail corridor.
8. Mullan Trail – Extends the existing Mullan Road shared-use path the final 0.75 miles from Flynn Lane to Reserve Street.

Additional BUILD Grant information can be located using the following link:

<https://www.missoulacounty.us/government/community-development/community-planning-services/planning-projects/build-grant>

The selected team will be responsible for providing all the technical needs including but not limited to the following:

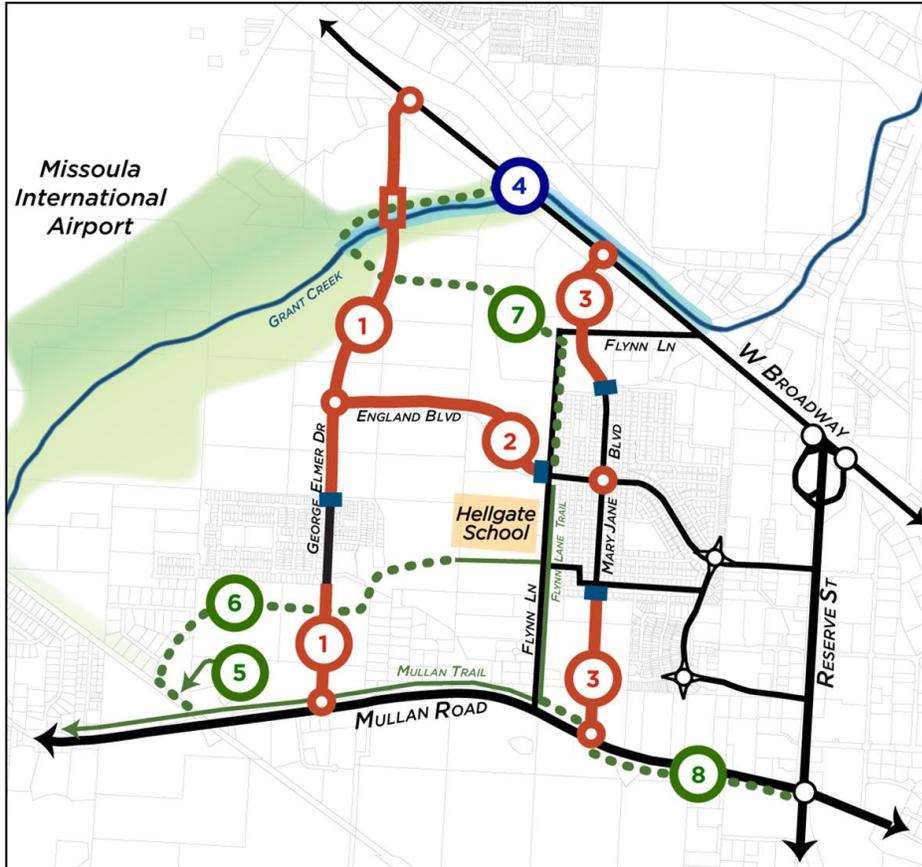
- Project Management
- Public Outreach
- Design Development
- NEPA Document
- Grant Funding Agreement
- Right-of-Way Acquisition Services
- Preliminary and Final Design of all project elements
- Construction Documents
- Agency Coordination and Permitting
- Construction Period Services

Missoula County and the City of Missoula partnered and applied for a BUILD Grant to fund the project. In the event that the County and City are not awarded the BUILD Grant, the City and County will contract with the selected team to provide services to design and manage construction of the project as a phased project as funding becomes available.

The project may be delivered through a standard Design-Bid-Build (DBB) or General Contractor-Construction Manager (GCCM) process. Applicants are encouraged to include their recommended delivery method in the Project Approach section of the proposal.

LOCATION

The location of the project is between Mullan Road, West Broadway, Reserve Street and the airport in Missoula MT.



STREET IMPROVEMENTS

- ① George Elmer Drive
- ② England Boulevard
- ③ Mary Jane Boulevard

STREAM RESTORATION

- ④ Grant Creek Restoration

TRAIL IMPROVEMENTS

- ⑤ Milwaukee Trail
- ⑥ Tipperary Way Trail
- ⑦ Flynn Lane Trail
- ⑧ Mullan Trail

PROJECT SCHEDULE AND DELIVERABLES

The project schedule and deliverables will be developed and negotiated prior to executing the contract agreement and will be dependent upon funding for the project. In the event that the Project is awarded a BUILD Grant, all pre-construction activities must be completed to obligate

BUILD funds prior to September 30, 2021, and all construction must be completed by September 30, 2026.

STANDARDS, SPECIFICATIONS, AND POLICIES

Work is expected to follow the Montana Public Works Standard Specifications (MPWSS), City of Missoula Standard Drawings and Supplemental Specifications, and all other applicable local, state, and federal requirements.

PROPOSAL SUBMITTAL

Submit seven (7) hard copy proposals, one (1) memory stick containing the proposal in Adobe Acrobat Portable Document Format (.pdf) by mail or in person.

Submittals must be submitted to: Shane Stack at Missoula County Public Works Office
6089 Training Drive
Missoula MT, 59808

Missoula County must receive the proposals for this RFP no later than 3:00 PM MST, December 9, 2019.

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 County return late proposals at vendor's expense or the County 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 County. All proposals submitted on time become the property of the County. The costs for developing and delivering responses to this solicitation are entirely the responsibility of the offeror. The County 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):

Nov 3, 2019:	RFP released
Dec 9, 2019:	Proposals due to be submitted to Missoula County/City of Missoula
Jan 10, 2020:	Proposals reviewed, rated, and ranked by the evaluation committee
Jan 17, 2020:	Schedule supplement reviews as necessary

There are five (5) members on the evaluation committee for this RFP (subject to change):

1. Aaron Wilson – Metropolitan Planning Organization
2. Brent O’Connor – Public Works County
3. Erik Dickson -Public Works County
4. Troy Monroe – Development Services City
5. Brian Hensel – Public Works City

PROPOSAL CONTENTS

The proposal must contain the information listed in this section. The proposal is **limited to twenty (20) 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”), with a minimum font size of 11. 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 the committee in reviewing your proposal:

Questions

1) Team Qualifications

- Provide a discussion on how the team you propose to use for this project (including subconsultants, if used) is best qualified to respond to the requirements of this project. Discussion should focus on the requirements for this specific project, particularly your team’s expertise and experience, as it relates to the work described in the “Scope of Work” section above.

2) Previous Project Experience

- Provide examples of previous related project experience as it relates to these services.

3) Key Personnel

- Identify key personnel assigned to the project, location, and professional licensure of staff that satisfy the requirements for this contract.
- Include an organizational chart of your team for this project.
- Include a discussion on the current and projected workload of key personnel, the effects that workload would have on your ability to successfully deliver this project, and your overall plan for delivering this project in a timely manner.

4) Project Approach

- Describe your understanding of the project, related projects, and requirements of the BUILD Grant.
- Describe your approach to project management and project delivery.

- Discuss the challenges you foresee as they relate to this project and its requirements, your strategy for addressing these challenges, and your specific experience in implementing the strategies identified.
- Describe your approach to public involvement.
- Describe your quality assurance/quality control process.

Appendix A: Resumes

Include brief resumes for the key personnel to be assigned to the project.

Appendix B: References

Submit references that includes a minimum of three (3) separate projects from the past five (5) years. If applicable, you may submit multiple projects for a single client. Each project 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.

EVALUATION OF PROPOSALS

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

- 1) Team Qualifications (10 points possible)**
- 2) Previous Project Experience (20 points possible)**
- 3) Key Personnel (20 points possible)**
- 4) Project Approach (50 points possible)**

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 a review, the Selection Team will select the most qualified firm(s) to perform the work. In the event that a firm cannot be identified as the most qualified through an evaluation of these proposals, County/City reserves the right to narrow down the list of responding firms to an appropriate short list. Short-listed firms will either be asked to provide a supplemental proposal or interview. Scores from the proposals, supplemental proposals (if used), and interviews (if used) will be carried forward to determine final consultant score.

EVALUATION OF SUPPLEMENTAL PROPOSALS OR INTERVIEWS

In the event that supplemental proposals or interviews are necessary, the County & City will develop specific questions, and a scoring criteria based on those questions. The points for the supplemental evaluation would be a total of 50 points. The selection would then be based on the 100 points for the proposal plus the 50 points of the supplemental evaluation.

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 project and a contract agreement is successfully negotiated, certain financial information will be required as part of the contract agreement. All consultants and subconsultants must provide the County/City 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 County/City.

Do not submit actual numerical financial information within this proposal.

COUNTY OPTION TO AWARD

While the County has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the County to award and execute a contract. Upon a determination such actions would be in its best interest, the County, 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).

POINT OF CONTACT

From the date this solicitation is issued until the consultant selection is finalized by the evaluation committee, offerors are not allowed to communicate with any county staff or officials regarding this solicitation, except at the direction of the Missoula County Public Works Director, or the City of Missoula Public Works Director. If unauthorized contact is made and the County determines the context of the contact gives the firm an unfair advantage, the firm will be disqualified from the solicitation. Please provide any questions or points of clarification in writing. Contact information for the point of contact is as follows:

County Contact
Shane Stack
Missoula County Public Works Director
Missoula County
sstack@missoulacounty.us

City Contact
Jeremy Keene
City of Missoula Public Works Director
keenej@ci.missoula.mt.us

All responses to any enquiries will be placed on the Missoula County Public Works website. You can see the Q&A using the following link:
<https://www.missoulacounty.us/government/public-works/request-for-proposals-bid-solicitations/mullan-build-grant>

NONDISCRIMINATION COMPLIANCE

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations.

STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, or limited solicitation, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION

RESPONSES: The County and City reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the County and City. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the County, the County Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by Missoula County or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the County's solicitation document and a vendor's response, the language contained in the County's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the County.

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under the authority of the Missoula County Purchasing and Contracts Policy.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractor to the same provisions. In accordance with MCA 49-3-207, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or nation origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Missoula County. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the County.

DISABILITY ACCOMMODATIONS: The County does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document t formats, or services for effective communications or other disability related accommodations are invited to make their needs and preferences known to the County department issuing the solicitation. Interested parties should provide as much advance notice as possible.

FAILURE TO HONOR BID/PROPOSAL: If a bidder or offeror to whom a contract is awarded refuses to accept the award or fails to deliver in accordance with the contract terms and conditions, the County may, in its discretion, suspend the bidder or offeror for a period of time from entering into any contracts with Missoula County.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the County and City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the County and City, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERMS: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the County is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate County electronic funds transfer payments.

RECIPROCAL PREFERENCE: The County applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. Such reciprocal preference is applied only to competitively bid projects for construction, repair, or maintenance of a building, road, or bridge in excess of \$50,000.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with MCA 35-1-1026 and MCA 35-8-1001. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: Missoula County is exempt from Federal Excise Taxes (#81-6001397).

TERMINATION OF CONTRACT: Unless otherwise stated, the County may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the Fourth Judicial District in and for the County of Missoula, State of Montana, and each party shall pay its own costs and attorney fees.

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the County. They shall be equal in quality and performance to those indicated herein. Descriptions used

herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Sincerely,

Shane Stack

Shane Stack, P.E.
Missoula County Public Works Director

Attachment

copy: Jeremy Keene, P.E., City of Missoula Acting Development Services Director