



City of Billings



Yellowstone County

Request for Proposals

For

5TH AVENUE NORTH CORRIDOR FEASIBILITY STUDY BILLINGS METROPOLITAN PLANNING ORGANIZATION



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Section 1: General Information

Request for Proposals (RFP): 5th Avenue North Corridor Feasibility Study – SW03062020

THE ABOVE DESCRIPTION AND NUMBER MUST APPEAR ON ALL PROPOSALS AND RELATED CORRESPONDENCE.

THIS IS NOT AN ORDER

<p>RESPOND NO LATER THAN March 6, 2020 by 5:00 p.m. MST</p>	<p>RFP INITIATIVE: 5th Avenue North Corridor Feasibility Study – SW03062020</p>	<p>All suppliers must respond in detail to each element of this RFP in order to be considered for contract award. Five hard copies of not more than 5 pages (does not include cover letter) and one electronic version of the proposals should be mailed to contact person at the address below.</p>
<p>Proposer Name:</p>		<p>SEND ALL CORRESPONDENCE TO THE CONTACT BELOW</p> <p>City-County Planning Division ATTN: Scott Walker, Transportation Planning Coordinator 2825 3rd Avenue North, 4th Floor Billings, MT 59101</p> <p>(P.O. Box 1178, Billings, MT 59103)</p> <p>or</p> <p>Scott Walker, Transportation Planning Coordinator Email: walkers@ci.billings.mt.us PHONE: (406) 247-8661 FAX: (406) 657-8327</p>



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Section 2: Objectives

Introduction and Objectives

The Billings Metropolitan Planning Organization (Billings MPO) requests proposals from qualified firms or teams of firms with the appropriate expertise to develop a 5th Avenue North Corridor Feasibility Study to analyze opportunities to develop transportation connections to, from, and within the corridor for non-traditional motorized and non-motorized facilities and identify connectivity opportunities to the existing transportation system in the area. This project is located in downtown Billings along the 5th Avenue North Corridor between North 32nd Street and Main Street (approximately 2 miles), including the railroad spur at North 23rd extending southeast to Montana Avenue.

The City of Billings will review and assess the RFP responses to determine if the response from solicited suppliers will meet the needs of the City of Billings.

The 5th Avenue North Corridor Feasibility Study identified in the 2020 Billings Urban Area Unified Planning Work Program (UPWP).

The budget for the Corridor Study is for an amount not to exceed \$100,000.

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

Background

The Billings MPO is the largest municipality in Montana with a 2016 population of approximately 132,000 people. The City and Yellowstone County are governed by City Council – consisting of both the Council and Mayor and the Yellowstone County Board of County Commissioners, The Yellowstone County Board of Planning represents the Metropolitan Planning Organization (MPO), which administers the transportation-planning program for the City and County in the Billings Urban Area.

Section 3: Information for Suppliers

Disclaimer

This RFP does not form or constitute a contractual document. The City of Billings 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.

Instructions to Proposers

EXAMINATION OF DOCUMENTS

Before submitting the proposals, the proposer shall:



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- (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.

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. No oral, telephone, email, fax or telegraphic proposals or modifications will be considered.

CERTIFICATION OF ALTERATION OR ERASURE

A proposal shall be rejected should it contain any material alteration or erasure, unless, before the proposal is submitted each such alteration or erasure has been initialed in INK by the authorized agent signing the proposal.

SIGNATURE

All proposals shall be typewritten or prepared in ink and must be signed in longhand by the proposer or proposer's agent or designee, with his/her usual signature. A proposal submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Proposals submitted by a proprietorship must be signed by the owner-and the name of each person signing shall be typed or printed legibly below the signature.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally or by written request at any time prior to the due date set for receiving proposals. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the contract is delayed for a period exceeding ninety (90) days.

QUOTE VALID

The proposer must honor their quote for a period of ninety (90) days after the RFP due date.

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.



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INSURANCE REQUIREMENTS

The proposer certifies that it/they can comply with the City of Billings 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. Commercial 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.

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. Fee or Price schedules submitted, but not reviewed by the City, do not become a public record and shall only be retained for official files.

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.

QUESTIONS

Questions regarding the Request for Proposals contents may be sent to the contact person listed in Section 1 via email no later than 2 business days prior to due date for proposals. The City of Billings 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 forwarded to all Suppliers.

Supplier must submit their questions 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).

RFP Submission



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Upon the submission of the RFP response, the Proposer acknowledges that all information is accurate and complete. In addition, please send five (5) hard copies and one (1) electronic copy via mail to the point of contact listed in Section I.

<u>RFP Process Timeline</u>	<u>Dates</u>
RFP/legal ad done:	2/14/2020
Advertise:	2/14/2020 & 2/21/2020
Proposals due by 5:00 p.m.:	3/6/2020
Evaluate and choose by:	3/18/2020**
Draft and finalize contract:	3/18/2020 – 3/25/2020
Finalized Council memo and contract due:	3/26/2020
Council meeting:	4/13/2020
Notice to Proceed	4/14/2020

If interviews are necessary, this date will be delayed and may affect the remaining timeline.

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
- Compliance with proposal submittal date

Phase II Evaluation

The evaluation of supplier’s proposals will include a review of the following criteria:

- Experience of Consultant to fulfill the Scope of Work (see Section 5) (0-45 Points)
- Project Methodology and Approach (0-50 Points)
- Key Project Staff and Sub Consultants (0-5 Points)

Once all points are scored, the proposal will be evaluated on the State Procurement Bureau’s following method: Best Value Method.

In this method, all factors, except cost are considered and scored according to the established criteria. Once this is completed, the cost evaluation is completed by dividing the total points awarded to each proposal by its proposed cost. In this method, a value is presented in the form of a cost per point. The proposal with the lowest cost per point represents the best value to the State and would receive the award.

Example shown on next page.



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Example:

Category	Proposal A	Proposal B	Proposal C
Experience	38	40	42
Methodology	43	45	47
Staff	2	3	4
Total Points	83	88	93
Cost	\$100,000	\$125,000	\$150,000

Proposal	Cost	/	Points	=	Cost Per Point
A	\$100,000		83		1205
B	\$125,000		88		1420
C	\$150,000		93		1613

Proposal A would receive the award because it provides the lowest cost per point, or best value to the State.

The City reserves the right to conduct interviews with all or some of the Proposers at any point during the evaluation process. However, the City 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 City 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.



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Section 5: Scope of Work

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 feasibility study to analyze opportunities to develop transportation connections to, from, and within the corridor for non-traditional motorized and non-motorized facilities and identify connectivity opportunities to the existing transportation system in the area. This project is located in downtown Billings along the 5th Avenue North Corridor between North 32nd Street and Main Street (approximately 2 miles), including the railroad spur at North 23rd extending southeast to Montana Avenue. The plan will include review and incorporation of elements from adopted studies/plans and local government goals and should include but may not be limited to:

- Billings City Council Strategic Plan
- Downtown Billings Strategic Plan
- Billings Area Bikeway & Trail Master Plan
- East Billings Urban Renewal District Master Plan
- Exposition Gateway Master Plan
- Hospitality Corridor Study

The Study shall include substantial community involvement and information sharing.

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

This project will require the following Scope of Work and Documentation package to be completed within approximately ten months of contract signing. The Study will include, but not be limited to the following:

SCOPE OF WORK

Develop a vision for the corridor. The vision should be used to determine the look and feel of the transportation corridor and how it fits into the community. The vision should address:

- Adjacent land uses along the corridor;
- Incorporate environmental justice (EJ) considerations for this planning process. Identify minority or low-income residents adjacent to the corridor that could be impacted by this study. Ensure strategies for participation opportunities for these residents to help influence the transportation planning and decision-making process through enhanced engagement and meaningful input;
- Access management for the corridor;
- Corridor aesthetics;
- Identify and document existing right-of-way and corridor data including but not limited to width, ownership, existing corridor use;
- Identify types of uses adjacent to corridor;
- An update and analysis of existing corridor conditions including opportunities and constraints;
- A description of types of and analysis of the introduction of non-traditional motorized and non-motorized transportation elements within the corridor including options for corridor interaction with street intersections and mid-block crossings;
- Innovative funding options for Study implementation;
- A description of innovative community engagement efforts conducted during the process to coordinate with affected citizen groups and property owners, and a report of citizen views and comments on the Study;



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- A website dedicated to the planning process that encourages public engagement and interaction, i.e. MetroQuest or similar;
- Provide a communication link with the public through e-mail, newsletters and social media;
- A minimum of one (1) adjacent property owner meeting. This may be divided up to meet with adjacent property owners at different segments of the corridor;
- A minimum of two (2) public meetings to gather input on the development of the plan and one to solicit comments on the draft plan;
- An implementation section with priorities listed, revise as necessary;

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: 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 City-County Planning Division. Project meetings as needed.
- Attendance at public meetings and meetings with the Technical Advisory Committee (TAC) and the Policy Coordinating Committee (PCC) and Governing Bodies are required.
- Planning Study summarizing the study purpose, methods and conclusions. Preliminary maps and drawings that illustrate existing and recommended transportation improvements, pathways, trails and safety improvements are a must. Corridor renderings encouraged to demonstrate before and after views of the corridor.
- A project priority summary, outlining long-term and short-term projects and phasing for improvement of the corridor and 15 full color copies of the study as well as electronic submittal of the document and executive summary that includes a friendly, web-based version.



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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 contractor 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 contractor warrants all articles supplied under this contract to conform to specifications herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

The contractor 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 contractor 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 contractor. (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,



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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 contractor 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.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.



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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



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ATTACHMENT C

MASTER Q & A FORM

PROJECT: 5TH AVENUE NORTH CORRIDOR FEASIBILITY STUDY – SW03062020

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 walkers@ci.billings.mt.us .Attach associated documents as necessary. <p>Please contact Scott Walker, Transportation Planning Coordinator, with any questions regarding this process.</p>

Questions from: _____ Company: _____

Email Address: _____

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



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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).

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, 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 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



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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, §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."



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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 §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, sub-recipient 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.