

GREAT FALLS METROPOLITAN PLANNING ORGANIZATION

**Great Falls Area
Long Range Transportation Plan Update
REQUEST FOR PROPOSALS**

Prepared by
Great Falls MPO

In cooperation with
Montana Department of Transportation

October 2022
Great Falls, Montana

Great Falls *MPO*

I. INTRODUCTION

Needs Statement

The Great Falls Metropolitan Planning Organization (MPO) last performed an update to its Long Range Transportation Plan (LRTP) in early 2018, with minor amendments in 2019 and 2022. Because federal regulations require an update to the LRTP every 5 years, the MPO is soliciting Proposals from qualified firms to perform a full update to the Great Falls Area Great Falls Long Range Transportation Plan.

The MPO lacks the personnel, time, and resources to accomplish the Plan update. Therefore, this Request for Proposals is being issued to retain a consultant to perform the work.

For reference, the current Long Range Transportation Plan can be found at the following URL:

https://greatfallsmt.net/sites/default/files/fileattachments/planning_and_community_development/page/41061/greatfallslrtp_final_amendment1_reduced.pdf

II. PROJECT LIMITS

The project limits will be the Great Falls Transportation Planning Area to include, at a minimum, the City of Great Falls and surrounding area defined by the US Census as the Great Falls Urban Area. One of the first tasks of the consultant will be to review and possibly expand the Study Area limits to include areas that are anticipated to become urban within the 20-year planning horizon; however, it is anticipated the boundary will be close to the boundary shown in the current Long Range Transportation Plan.

III. TIMELINE

Due to Federally mandated timelines, the Plan must be adopted by the Great Falls Policy Coordinating Committee (PCC) by **August 31, 2023**.

IV. SCOPE OF WORK

The following is the expected minimum scope of work. Additional tasks and work elements may be added or deleted during contract negotiations, based upon the consultant's proposal. Upon conclusion of the negotiation process and before proceeding with work tasks, the selected consultant will be required to prepare a final work plan for inclusion into a contract agreement.

Consultant knowledge of the programs of the Infrastructure Investment and Jobs Act and all applicable FHWA/FTA transportation planning regulations is a necessary requirement to ensure full compliance of the finished product.

Format and content are expected to be of professional quality. Content should be similar to 2018 LRTP.

A. DATA ACQUISITION

The consultant will identify the information and data needed to accomplish all facets of the planning effort; will gather and evaluate information and data already available; and, will collect or develop any additional information required to accomplish the work tasks. Any existing data used in this effort will be adequately referenced to allow users and reviewers the ability to identify and obtain the referenced data and information. Any new data and information collected or developed by the consultant will be appended to the appropriate study report and will become the property of the City of Great Falls and the MPO.

Existing information, data and documents known to be available for consultant review and use from either the City of Great Falls or MDT include:

- Adopted community plans and studies, land use information, zoning.
- Traffic counts, accident data, signal warrants, speed studies, major street network classifications, sign inventories, traffic signal data, funding information, signalized and some unsignalized intersection capacity analyses (LOS), roadway widths, right-of-way widths, number of lanes, sidewalk inventories, ADA ramp locations.
- City building permits, County location and conformance permits, utility records, public facilities, etc.
- Undeveloped subdivisions and subdivisions, and associated parcelization.
- Socioeconomic data and projections compiled by the State, Census, or MPO.
- GIS and Cartegraph maps, data and layers, as available from City, County and State.

B. TRAVEL DEMAND MODELING

The MDT Multimodal Planning Section maintains a Travel Demand Model for the Great Falls Area, and will perform modelling for this Planning effort, in coordination with consultant.

The Consultant will analyze the existing (base year) and projected conditions model results to assess travel patterns on a network-wide basis and identify specific locations with capacity-related deficiencies or opportunities. Consultant will be responsible for providing the following inputs for the future year model: committed improvement projects to develop the existing plus committed model for the planning horizon, as well as population and employment growth projections for the individual zones in the model

C. PLANNING HORIZONS

The consultant will use the most recent US Census (or most recent available data) as the base year. 2040 will be the future planning horizon.

D. PLANNING ANALYSES

The consultant will consider at least the following, available from the MPO, City of Great Falls or MDT:

- *City of Great Falls Growth Policy* (2013 and draft 2022 Update)
- *Cascade County Growth Policy* (2014)
- *Great Falls Area Long Range Transportation Plan* (2018)
- *North Great Falls Sub-Area Transportation Study* (2022)
- *Great Falls Downtown Master Plan* (2011)
- *Great Falls Downtown Access, Circulation and Streetscape Plan* (2013)
- *Public Right-of-Way ADA Transition Plan* (2017)
- *Great Falls Extension of Services Plan* (2020)
- *Great Falls MPO TIP (latest)*
- Official Code of the City of Great Falls (www.municode.com)
- Cascade County zoning code
- Signal and speed warrant studies
- Relevant traffic studies
- Pedestrian crossing studies
- Corridor studies
- MDT Statewide plans (Including STIP)
- Locally adopted plans, local public facilities plans and related development regulations

The consultant will address at least the following:

- Consultation with City, County and MDT regarding current and future development plans and projects, as well as capacity to maintain any recommended improvements; as well as, any reasonable opposition to recommended improvements.
- Key intersection Level of Service analysis relative to existing and projected demand. It is expected that all signalized and up to 10 unsignalized intersections will be evaluated, if no data is available from an analysis performed in the last three years.
- Existing and projected roadway capacity and congestion.
- Existing major street design deficiencies.
- Revisit bicycle network and other non-motorized improvements and recommended projects.
- Existing and unmet maintenance and preservation needs of the existing transportation system.
- Performance measures - including targets – and will evaluate progress from baseline in previous Plan.

- Crash review for study area, and analyses for high crash locations
- Facilities and services for alternative transportation modes including bicycles, pedestrians, and mass transit will be part of this multi-modal plan.
- Identify new network facilities and connections, including current and future right-of-way needs.
- A comprehensive list of recommended projects, as well as a list of illustrative projects for those that are recommended but unfundable during the planning horizon – including non-motorized.
- Planning-level engineering and construction cost estimates for recommended improvements will be in year-of-construction dollars.
- Realistic funding mechanisms for recommended improvements, including any public policy changes related to implementation of same.

E. PUBLIC INVOLVEMENT

A Public Involvement Plan will be prepared by the consultant, in coordination with the MPO. A suggested Plan will be submitted with the consultant's Proposal. Visualization techniques are expected, and creative approaches are encouraged.

V. RFP CONTENTS AND PROCESS

A. PROPOSAL SUBMISSION

All proposals must be received no later than end-of-business (5:00 p.m.) on Tuesday, November 1, 2022. Respondents will submit five (5) hard copies and one .pdf electronic copy of the Proposal by mail to:

Great Falls MPO
City of Great Falls Planning & Community Development Dept.
P. O. Box 5021
Great Falls, MT 59403

Proposals may also be dropped off at the Department's physical address: Room 112, Civic Center Building, #2 Park Drive South, Great Falls, MT 59401.

B. FORMAT

All respondents are required to follow the format specified below.

Cover Letter:

Please include the following in your two-page maximum cover letter:

- Identify team members (partners(s) and sub-consultants); and include the title and signature of the primary firm's principal in charge of the project. The signatory shall be a person with official authority to bind the company.

- Describe why your team is the best qualified to perform this comprehensive planning study.
- Identify the location and address of your office location(s) (firms or teams with multiple office locations must indicate the office that will be responsible for completing the scope of work).
- Describe those conditions, constraints or problems that are unique to the scope of work that may adversely affect either the cost or work progress of the study.

Team Qualifications:

Provide qualifications, capacity and availability of the project team and technical personnel of the team to complete the Scope of Work.

- Identify all personnel to be used on this project, their area of expertise, registration, special training and office location. Identify how much of each person's time will be spent on the project.
- Provide resumes of above personnel, including specific related project experience; identify when applicable project experience for each person was obtained. (can be put in Appendix)
- Provide a specific outline and description of the support services proposed to complete the entire project from start to finish, including subcontractors.

Previous Projects:

Provide examples of similar projects – minimum three preferred. Please include the following:

- Name, date and location of project.
- Names of team members who worked on the project.
- Brief description of project – scope and outcome.
- Sample content, layout, graphics, etc.
- Client name.
- Range of contract values.

Methods and Work Plan (response to Scope of Work):

Describe your methods and plan to complete the Scope of Work. Include how you will engage the community and stakeholder groups and organizations. Minor deviations from suggested scope-of-work are allowable if methodology will result in a better product.

Schedule:

Provide an outline of your anticipated schedule for completing the Scope of Work, beginning with issuance of a notice to proceed to submitting the final work product.

Cost:

Provide cost proposal for proposed scope of work.

B. RATING AND SELECTION

A Consultant Selection Committee will be convened to evaluate, rate and rank the proposals. The highest ranked proposal will guide selection of the preferred consulting firm for the project.

Evaluation of Proposals:

Proposals will be evaluated and ranked in accordance with the following factors, which are weighted as shown.

1. Project Understanding/Responsiveness of Work Plan: The consultant's knowledge and understanding of the goals of this project, the Great Falls area, and general growth trends. Responsiveness to the RFP and content of Proposal will be closely considered.

Total points available: 400.

2. Cost Proposal: In accordance with Montana State Procurement Bureau procurement guidelines, cost shall be a factor in the evaluation of non A/E proposals. Cost will be factored utilizing the "Ratio Method", as follows:

The proposal meeting the required scope-of-work with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available, based upon their cost relationship to the lowest. This is determined by applying the following formula:

$$\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times 200 \text{ points} = \text{awarded points}$$

Total points available: 200.

3. Capability and Capacity of Firm:
 - Ability to meet all technical requirements.
 - Capability of firm to meet project timeline.
 - Qualifications and experience of project team.
 - Capability to respond to project and City/MPO/MDT/Federal requirements.
 - Compatibility of systems, equipment and software.

Total points available: 300.

4. Record of Past Performance of Firm in Previous Projects: Measure of previous record with the City and MPO will be based on the in-house documentation of firm's responsiveness, quality of work, on-schedule performance, cost performance, and cooperation with the City and staff. A limited or no previous record with the City may require reference checks.

Total points available: 100.

The selected consultant will be asked to submit a Proposal and Work Plan. Negotiations with preferred consultant will include discussions concerning proposal elements and work scope. If an agreed upon scope, timeline and cost cannot be reached, negotiations will begin with the next-ranked consultant. The City of Great Falls, upon reaching agreement on a final work plan and fee, will consider the contract, with a staff recommendation for award and concurrence from MDT.

VI. ADDITIONAL INFORMATION & CONDITIONS

A. STATEMENT OF NONCOMMITMENT

Issuance of this request does not commit the City of Great Falls, Great Falls MPO or the State of Montana to award a contract or to pay any costs incurred in preparation of submittals.

B. EQUAL EMPLOYMENT OPPORTUNITY

Successful contract bidders must comply with provisions of all applicable federal law, including Title VI and Title VII of the Civil Rights Act of 1964, as well as the attached provisions titled, "MDT Nondiscrimination and Disability Accommodation Notice." Any subcontracting by the successful bidder subjects subcontracting firm(s) to the same provisions of federal law.

In accordance with state and federal requirements, the consultant (hereinafter referred to as the "Contractor") must agree as follows:

Consultant performing work under the proposed contract will be subject to the Governmental Code of Fair Practices, Title 49, Chapter 3, MCA [Non-Discrimination in Hiring]; and Title 49, Parts 21 [Non-Discrimination in Federal Programs] and 23 [Participation Assurances for Disadvantaged Businesses] CFR Assurances (Titles VI).

The Consultant will comply with the regulations of the U. S. Department of Transportation relative to non-discrimination in Federal-aid programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21).

In accordance with Section 207 of the Governmental Code of Fair Practices, Title 49, Chapter 3, MCA, the Consultant will assure that hiring of persons who will perform work on the Contract after award and prior to completion 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 handicap, or national origin by the persons performing the Contract.

With regard to the work performed after award and prior to completion of the contract work, the Consultant will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Title 49 Code of Federal Regulations, Part 21, including employment practices, when the agreement covers a program set forth in Appendix A of the regulations.

Disadvantaged Business Enterprise (DBE) Goals:

Because Federal-Aid Transportation funds are being utilized to fund the study, using DBE certified contractors and suppliers is encouraged.

A current list of DBE firms is available at the on-line DBE Directory on the MDT's web page located at <http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml> and click on DBE Directory. For assistance in contacting or recruiting DBE companies, please contact the DBE Supportive Services Manager at 406-444-7287.

C. METHOD OF PAYMENT

The method of payment for these contracted services will be not-to-exceed lump sum, payable in monthly progress payments. The fee for these contracted services will be paid, in part, with Federal Aid Transportation Planning (PL) funds.

D. FEDERAL ACQUISITION REGULATIONS

Be advised that an overhead rate for the current fiscal year audited in accordance with the Federal Acquisition Regulations will be required for the contract.

E. INSURANCE & BONDING

Workers' Compensation Insurance – The Prime Firm shall comply with all requirements and conditions of the State of Montana Workers' Compensation Laws; also with all rules, regulations and decisions made during duration of this Agreement.

The Prime Firm shall carry Workers' Compensation Insurance for all of his employees employed at the site of the project; the Prime Firm shall require his subcontractors similarly to provide Workers' Compensation Insurance unless such employees are covered by the protection afforded by the Prime Firm. When appropriate, an Exempt Form should be provided. Employer's Liability shall carry the statutory limit of Workers' Compensation Insurance.

Comprehensive General Liability – Said coverage shall have limits of not less than \$750,000 per claim, \$1,500,000 per occurrence, combined single limit for bodily injury and property damage.

The Firm shall name, as additional insured, the City of Great Falls. The firm shall furnish to the City of Great Falls prior to beginning work under the agreement, a certificate of insurance including a copy of the Additional Insured Endorsement as evidence that the required coverage is in effect.

Professional Liability – Firm shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Firm or its officers, agents, representatives, assigns or subcontractors. Note: (1) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

Should Firm fail to provide such certificate(s) or make other arrangements as required by this Agreement, the City of Great Falls may cancel the Agreement.

F. INDEMNIFICATION

Firm agrees to indemnify, hold harmless and defend the City of Great Falls, its officers, directors, agents, servants and employees ("indemnitees") from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault or violation of law or ordinance of permission of contractor.

Such indemnification by Firm shall apply unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of the City of Great Falls.

G. VENUE

The laws of the State of Montana govern this contract. The parties agree that any litigation concerning this bid, proposal, or subsequent contract must be brought in the Eighth Judicial District in and for the County of Cascade, State of Montana and each party shall pay its own costs and attorney fees. (Reference 18-1-401, MCA)

H. ADDITIONAL INFORMATION

For more information regarding this RFP or the proposed work, please contact Andrew Finch, Senior Transportation Planner, Great Falls MPO, at (406) 455-8434, or by e-mail at afinch@greatfallsmt.net.

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

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 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.