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REQUEST FOR PROPOSALS (RFP)

Higgins Avenue Corridor Plan
Brooks to Broadway

I. INTRODUCTION

OVERVIEW

The Missoula Metropolitan Planning Organization (MPO) and the City of Missoula are seeking a multi-disciplinary consultant team (Consultant) to develop a conceptual corridor plan for Higgins Avenue between Broadway and Brooks St, with the goal of implementing recommendations from the Long Range Transportation Plan and the Downtown Master Plan. The consultant team will incorporate findings from past studies and plans, engage local residents and business owners, and work collaboratively with local officials. Recommendations from this corridor plan will be used to prioritize funding and implement a complete street with safe, accessible multi-modal transportation facilities appropriate for all ages and all abilities, and enhance transportation operations including turning movements at all intersections.

The consultant team selected for this corridor plan will be expected to collaborate on technical analysis and planning efforts with the City of Missoula, the MPO and the Montana Department of Transportation (MDT). The consultant team will also need to utilize existing plans and documents that may affect the corridor including, but not limited to: Missoula’s Long Range Transportation Plan (LRTP), Activate Missoula 2045; Our Missoula Growth Policy; Bicycle and Pedestrian Facilities Master Plans; the Missoula Active Transportation Plan (ATP); the Downtown Master Plan; and the City of Missoula Design Excellence standards. In addition, concepts included in the corridor plan shall meet or substantially meet the standards included in the Missoula City Public Works Standards and Specifications Manual (Manual) as well as any applicable state and federal standards. The consultant will also be required to collaborate with consultants from the Missoula Redevelopment Agency’s (MRA) Brooks Corridor plan, which is currently in progress, and with the Front/Main Conversion project which will also be starting preliminary engineering phase in 2021.

II. GENERAL INFORMATION

BACKGROUND

The Higgins corridor is the spine of Missoula’s downtown core, providing mobility to the city’s center as well as forming a “postcard street” according to the Downtown Master Plan. However, safe and accessible multi-modal transportation facilities vary along the length of the downtown portion of Higgins (railroad to Brooks). At the north end, between Broadway and the railroad, there are wide sidewalks and protected bike lanes. Further
south, between Broadway and the Higgins Bridge, on-street bike lanes provide some additional facilities but are located in the “door zone” and are adjacent to vehicle traffic. Traffic is constrained by left-turn prohibitions and the one-way couplet of Front and Main Streets. South of the bridge, along the Hip Strip, bike lanes disappear completely, sidewalks narrow slightly, and vehicles are limited by left-turn prohibitions.

Transportation improvements are not the only part of Higgins that vary along the entire corridor. Highway designations also change between Brooks and the railroad: between Brooks and S 5th Street, Higgins is part of the federal highway system, forming a connection for US Hwy 12; north of S 5th St, Higgins is part of the urban system within state ROW; north of Broadway, Higgins is a locally maintained street. These changing maintenance responsibilities and designations mean extra coordination is necessary on conceptual planning, during design processes and any future improvements.

The Higgins Bridge, which is currently under reconstruction (Major Rehabilitation), will soon have high quality bicycle and pedestrian facilities, improving a critical connection into the heart of downtown. Yet inadequate and unsafe conditions will persist on both the north and south sides, between Broadway and Brooks St. One of the primary goals of the Downtown Master Plan is to create a truly multi-modal corridor that is connected along the entire length of Higgins through downtown and the Hip Strip. At the same time, redevelopment along the corridor will require a close look at connectivity of all modes, from people biking and walking, transit, and vehicle access. Parking will also become an increasing challenge, necessitating consideration of how on-street parking may supplement future structures or district scale parking strategies.

**PURPOSE AND NEED**

As noted in the Downtown Master Plan, “Transforming Higgins Avenue into a fully multi-modal and safe street is essential for economic, physical and social health of the entire city.” This conceptual corridor plan will address several aspects of creating a complete street, including: safe bicycle and pedestrian facilities for all ages and abilities, improved vehicle access to surrounding commercial centers, traffic operations, either on-street or other public parking facilities, and improved transit access. The corridor plan will also be critical to successful implementation of the Front/Main Two-Way Conversion and the Brooks Corridor TOD study.

Due to the importance of Higgins Avenue for both transportation, economic and social aspects of the downtown, this corridor plan will need to involve a diverse range of stakeholders such as business partners (including the Downtown Missoula Partnership), Montana Department of Transportation, Mountain Line, City staff, MPO, Missoula Parking Commission, MRA, and neighboring residents. Public involvement will be a critical and central component of this corridor plan, and will likely determine an eventual successful implementation of the corridor plan.

Higgins also has a need for increased safety. Crash trends show a concentration of vehicle, bicycle and pedestrian crashes along the blocks between Brooks and Broadway, highlighted by
a recent severe crash that lead to hospitalization of a bicyclist. Left-turn prohibitions and lack of left turn lanes lead to cars blocking travel lanes as they turn into driveways or ignore the intersection prohibitions, further eroding safety. Any corridor design will need to consider improved safety as a primary objective.

The City and MPO are desiring to develop this corridor plan in anticipation of securing funding for design and construction of a project in the next 5 years.

CORRIDOR PLAN SUPPORT
The corridor plan will be conducted under the guidance of a steering committee that will be assembled with the help of MPO and City staff.

III. SCOPE OF SERVICES
A general scope of services for the corridor plan is included herein. Additional tasks and work elements may be added or deleted during contract negotiations. Upon conclusion of the negotiation process and before proceeding with work, the selected consultant team will be required to prepare a final scope of services for inclusion into a contract agreement.

The scope of services for the Higgins Corridor Plan is summarized by the tasks outlined below. Consultants are invited to propose modifications to these tasks and to exercise creativity in responding to the corridor plan’s needs. Modifications to tasks and task sequencing which will improve the effectiveness of the conceptual planning effort, while containing costs, are encouraged. The total budget available for this project is $200,000 so proposals should address how the scope activities can be achieved within that funding.

The study area is the section of Higgins between Broadway and Brooks Street, from Ryman to Pattee (north side of the river) and Myrtle to Gerald (south side of the river). When determining on-street parking elements a parking facility or facilities may be based on a larger area south of the river.

CORRIDOR PLAN:

**TASK 1: Corridor plan coordination and public involvement**

Develop a public involvement plan to guide participatory activities and corridor plan coordination throughout the planning process. Lead and collaborate with a steering committee consisting of members representing at least the following organizations: Missoula MPO, City of Missoula Public Works & Mobility Department – Infrastructure & Mobility Division (Planning and Engineering staff), Missoula Redevelopment Agency, Downtown Missoula Partnership, Hip Strip Association, Montana Department of Transportation (MDT), the Missoula Parking Commission, and Mountain Line.

Organize a series of public meetings and public communications to facilitate public input, plan review, and facilitate potential conflicting or contentious perspectives to build
consensus on the plan design. Engage an additional group of local stakeholders and business owners and work with Infrastructure and Mobility Planning staff to coordinate meetings and provide any necessary online, social media, press release, and other media-related materials.

Present the recommendations of the plan and any conceptual drawings at committee meetings as necessary. Committee meetings may include the Transportation Technical Advisory Committee (TTAC), Transportation Policy Coordinating Committee (TPCC), City Council, Bicycle and Pedestrian Advisory Board, MRA Board of Commissioners, Missoula Parking Commission, and the Downtown Missoula Partnership.

**TASK 2: Existing conditions and goals identification**

City staff will assemble pertinent data that represents existing conditions and provide any documents that have been put forth in the multiple planning activities affecting the study area. The Consultant shall review data and base materials provided by the City, compile findings from previous studies, familiarize themselves with adopted area plans, and identify any gaps in data as appropriate. Using this background info, preliminary results from the technical analysis, and clear coordination and public involvement identified in Task 1, the Consultant will be expected to develop identification of underlying issues related to complete streets deficiencies, mobility, parking, transportation operations, and access to businesses and the surrounding neighborhood.

Previous studies and data sources include, but are not limited to:

- Missoula Downtown Master Plan
- Activate Missoula 2045: Long Range Transportation Plan
- Missoula Connect: DRAFT Long Range Transportation Plan
- Our Missoula 2035, City Growth Policy
- Mountain Line 2018 Strategic Plan
- Mountain Line Bus Stop Master Plan
- Bicycle Facilities Master Plan
- Pedestrian Facilities Master Plan
- Montana Department of Transportation (MDT) Bicycle and Pedestrian Plan
- MPO Travel Demand Model
- Front/Main Street Two-Way Conversion Feasibility Study
- MDT Design Standards and Policies
- MDT ADA Transition Plan
- Missoula City Public Works Standards and Specifications Manual

The consultant will be required to meet with a steering committee for an in-depth review of these materials. The steering committee will be formed under Task 1 above and will review the technical analysis in Task 3 below.
TASK 3: Technical Analysis
Conduct detailed analysis in the following technical areas.

- **Transportation Analysis** – Refresh and update existing transportation data to examine access, mobility, parking, level of service and circulation issues of all modes. Conduct vehicle LOS/microsimulation for the corridor, and intersection turning movements at key intersections. Conduct technical transportation analysis for intersection improvements, bus service, and multi-modal level of service. Conduct feasibility analysis for all alternative concepts considered, including traffic circulation, level of service (vehicle, bicycle and pedestrian), safety, and future transit service levels. Consideration of ongoing maintenance costs and feasibility should be included for existing and proposed alternative conceptual street sections and operations.

- **Right-of-Way (ROW)/Utilities Analysis** – Gather and examine data on existing ROW and utilities to assess capacity and deficiencies relative to the envisioned street configuration, intersection improvements, bicycle/pedestrian facilities, and planned development along the Higgins corridor. The Consultant will provide recommendations for enhancements to ROW and utilities, including but not limited to sewer, water, storm water, electric, gas, and telecommunications.

- **Environmental (Pre-NEPA) Analysis** – Air quality analysis for proposed conceptual plans, and assessment of the social (cultural), economic, and natural environmental (natural areas, wetlands, flood zones, waterways, significant views, etc.) impacts of the proposed infrastructure improvements shall be included in the study.

- **Economic Analysis** – evaluate the economic impacts and benefits of any proposed changes to Higgins within the study area.

TASK 4: Recommendations and Conceptual Plan
Prepare a conceptual plan that incorporates:

- Complete streets and bicycle/pedestrian infrastructure connectivity
- Safety improvements for all modes
- Conceptual intersection layouts;
- Transit routes/stops recommendations;
- Crossing improvements;
- Feasibility of maintenance;
- Parking (on-street and/or facility) layout; and
- Access management;

This study will be a detailed conceptual plan that incorporates site-specific recommendations, cross-sections, layout, and planning-level project cost estimates, generally working within existing right-of-way constraints. The corridor should have
consistent design elements that create easy to use facilities that are visually cohesive, permanent elements, and esthetically pleasing in the streetscape.

Layout of non-motorized facilities should meet or exceed the standards outlined in the 2016 Bicycle Facilities Master Plan, Pedestrian Facilities Master Plan, Missoula City Public Works Standards and Specifications Manual and should accommodate people of all ages and all abilities. The layouts also need to be coordinated with Mountain Line and the Brooks Corridor TOD plan, with the expectation that frequent transit service may be needed through the Higgins Avenue corridor. Finally, vehicle flow, turning movements, and level of service should be considered and coordinated with MDT, especially on the sections of Higgins that are part of the federal highway system.

REQUIRED DELIVERABLES:

- Study schedule and public involvement plan
- Technical memoranda with graphics/diagrams as necessary to adequately convey analysis findings and recommendations for each Task
- Conceptual corridor plans. High quality renderings that can be incorporated into informative public materials for public participation processes are desired.
- Traffic simulation analysis and results demonstrating traffic operations
- Final Report documenting the study processes, findings, alternatives considered, and the Consultant’s recommended alternative.
- Cost estimates organized for preferred and alternatives designs.

IV. PROPOSAL REQUIREMENTS

PROPOSAL CONTENT

The proposal should provide sufficient detail to enable the Selection Committee to thoroughly evaluate and compare it with other proposals. Proposals shall, at a minimum, contain the following information:

a. A cover letter signed and dated by a representative of the lead consultant having legal authority to contract on behalf of the firm.

b. A description of the team’s study understanding and approach, methodology and schedule.

c. A description of the team’s proposed organizational framework for this study, including identification of the lead firm, project manager and subconsultants, the roles and responsibilities of each subconsultant, and disclosure of any shared interests among the lead consultant and proposed subconsultants, such as parent-subsidiary, joint ventures, formal affiliations, etc.
Describe the relationships between the firms being proposed as part of the team with specific details about similar studies on which the firms have worked together and identification of their respective roles.

d. A description of the consultant team’s experience with similar studies that have included transportation planning and analysis, multimodal design, parking management, and innovative and creative layout. Emphasis should be placed on experience conducting public engagement designed to build consensus and support of a project. Include the primary contact person’s phone number and email address.

e. Identification of the key personnel who will be assigned to the study, including resumes, with a description of their respective roles and an estimate of their level of participation in the study. Resumes should list related experience and general responsibilities.

f. At least (3) professional references for similar studies undertaken by the lead firm, including name, address and phone numbers where contact person may be reached. References for other firms on the consultant team are encouraged.

g. Total proposal budget, not to exceed $200,000 and including details necessary to evaluate the cost review criteria listed below.

PROPOSAL FORMAT

No specific format is required. However, proposals should provide a straightforward, concise delineation of the consultant team’s capabilities to satisfy the requirements of this RFP. The elements addressed in the scope of services should be emphasized. Proposals are limited to 15 pages, not including resumes and comparable study sheets.

PROPOSAL SUBMISSION

All proposals must be received no later than 4:00 p.m. (MDT) on Monday, March 1, 2020. The Selection Committee will not consider any proposals received after that time. Submit two (2) hard copies and one (1) memory stick containing the proposal in Adobe Acrobat Portable Document Format (.pdf) by mail or in person to:

City of Missoula, Infrastructure and Mobility Planning
Attention: Aaron Wilson
435 Ryman St
Missoula, MT  59802

Questions and requests for information should be directed to Aaron Wilson at (406) 552-6668 or awilson@ci.missoula.mt.us.
V. CONSULTANT SELECTION AND RFP SCHEDULE

PROPOSAL REVIEW
The MPO and City staff will convene a Consultant Selection Committee to evaluate and rank proposals. The selection committee will consist of representatives from the MPO, the Missoula Urban Transportation District, the City’s Infrastructure and Mobility Division, the Missoula Redevelopment Agency, and Montana Department of Transportation. Evaluation will be based on the submitted proposals and (at the discretion of the committee). The selection committee may require interviews with the consultant teams that appear to be particularly well qualified based on the written proposals.

REVIEW CRITERIA
The Selection Committee will evaluate responses to this RFP according to the following criteria:

1. Qualifications, technical competence and availability/location of key personnel assigned to this study (20%)
2. Thoroughness, creativity, and clarity of approach (25%)
3. Experience with conducting public engagement on complex projects (15%)
4. Ability to meet expected timelines and completion target dates (10%)
5. Experience and success with comparable studies (10%)
6. Total Cost including (20%):
   a. Total study cost
   b. Cost per task
   c. Variable fee options, if any
   d. List of staff working on the study, titles, and hourly rates
   e. List of anticipated reimbursable expenses and the rate charged for each
   f. Any other fees or charges

The points score for total cost will be calculated as established in the Best Value Method, Cost Evaluation Methods for Requests for Proposals, Department of Administration General Services Administration, State Procurement Bureau.

The MPO may negotiate to refine the scope of services and reach agreement on details as to terms and fees for professional services. The MPO reserves the right to terminate negotiations at any time and commence negotiations with the next most qualified Consultant, if a satisfactory agreement cannot be reached.
SCHEDULE
The following schedule is anticipated for the selection process.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP issue date</td>
<td>January 29, 2021</td>
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<tr>
<td>Proposals due</td>
<td>March 1, 2021</td>
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<tr>
<td>Consultant interviews (if conducted)</td>
<td>Week of March 8, 2021</td>
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<td>Preferred Consultant team selected</td>
<td>March 12, 2021</td>
</tr>
<tr>
<td>Draft and finalize scope of services and contract</td>
<td>March 15 – 26, 2021</td>
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<tr>
<td>City Council review and approval</td>
<td>April 12, 2021</td>
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<tr>
<td>Notice to proceed</td>
<td>April 16, 2021</td>
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VI. TERMS AND CONDITIONS
Within the Agreement for Services between MPO and the successful Consultant, the Consultant will be required to agree to all of the following terms and conditions. Each respondent should include a statement in their proposal indicating their firm’s willingness to abide by the City of Missoula, State of Montana, and Federal standard terms and conditions.

STATEMENT OF NONCOMMITMENT
Issuance of this RFP does not commit the MPO to pay any costs incurred in preparation of proposals responding to this RFP. The MPO reserves the right to reject any or all proposals and to re-advertise. All proposals will become property of the MPO.

QUESTIONS CONCERNING RFP/NO CONTACT PROVISION
Respondents are hereby notified not to contact any member of the selection committee, or any member of the MPO, except as provided herein regarding this proposal until such time as a contract has been awarded. All inquiries pertaining to this RFP should be directed to the designated MPO staff person. Failure to abide by this condition of the RFP may be cause for the rejection of the firm’s proposal.

CLARIFICATIONS AND ADDENDA TO THE RFP
It is incumbent upon each respondent to carefully examine this RFP. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made in writing via email through the designated MPO staff person. The MPO shall not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.

If it becomes necessary to revise or amend any part of this RFP, a good faith attempt will be made to notify all prospective respondents. All addenda will be posted on the City of Missoula website: [http://www.ci.missoula.mt.us/bids.aspx](http://www.ci.missoula.mt.us/bids.aspx)
REJECTION RIGHTS
The MPO reserves the right to reject any and all proposals received in response to this RFP. The MPO also reserves the right to cancel this RFP at any time and to reissue this or a substitute RFP at a later date.

COST OF PROPOSAL PREPARATION
All costs associated with any response to this RFP, including the development of qualifications statements and participation in the selection process, are the sole responsibility of the respondent firms. The MPO will not reimburse any firms for such costs nor will any successful firms be permitted to negotiate such costs as part of any contract or agreement with the MPO.

PROHIBITED INTEREST
No member, officer or employee of the City of Missoula, or member of a local public body having jurisdiction within the City, during his or her tenure or one year thereafter, shall be permitted to share in, have interest in or benefit from, directly or indirectly, any contract or agreement resulting from this RFP.

OTHER
Any firm selected to perform any or all work associated with this RFP will be required to execute an agreement with the MPO and meet any conditions on use of funds imposed by the City of Missoula and the State of Montana.

NON-DISCRIMINATION and AFFIRMATIVE ACTION POLICY
See Attachments A and B.

WORKER’S COMPENSATION AND PROFESSIONAL LIABILITY INSURANCE
The successful Consultant shall be required to carry Workers Compensation and Professional Liability insurance. Complete liability insurance regarding accidents, injury, and property damage at, as well as traveling to and from the corridor area, will also be required. Specific amounts of liability insurance will be settled during the contract negotiations.

INDEMNIFICATION
The final contract between the selected Consultant and the City will include the following indemnification statement:

Consultant shall indemnify and hold the City and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the Consultant’s negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require the Consultant to
indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant’s agents or employees and (b) the City, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the Consultant’s negligence or the negligence of the Consultant’s agents or employees.
(PAGE INTENTIONALLY LEFT BLANK)
ATTACHMENT A

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, or gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.
ATTACHMENT B
Federal Contract Clauses and Other Requirements

NONDISCRIMINATION COMPLIANCE AND AFFIRMATIVE ACTION

Consultants will be subject to Federal, Montana and City of Missoula nondiscrimination and affirmative action laws and regulations.

NOTICE TO CONSULTANT

During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest, agrees as follows:

NON-DISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

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

<table>
<thead>
<tr>
<th>Federal protected classes</th>
<th>State protected classes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Race, color, national origin, sex, sexual orientation, gender identity, age, disability, and Limited English Proficiency</td>
<td>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, national origin, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status</td>
</tr>
</tbody>
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For the duration of this contract/agreement, the CONSULTANT agrees as follows:

1. **Compliance with Regulations**: The 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. **Nondiscrimination**:
   a. The CONSULTANT, 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. CONSULTANT will provide notice to its employees and the members of the public that it serves that will include the following:
   i. Statement that CONSULTANT does not discriminate on the grounds of any protected classes.
   ii. Statement that CONSULTANT 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 CONSULTANT's representative tasked with handling nondiscrimination 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, CONSULTANT 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 CONSULTANT does not discriminate on the grounds of any protected class.

3. Participation by Disadvantaged Business Enterprises (DBEs):
   a. If the CONSULTANT receives federal financial assistance as part of this contract/agreement, the CONSULTANT 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 CONSULTANT assures 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. CONSULTANT must include the above assurance in each contract/agreement the CONSULTANT enters.

4. Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the CONSULTANT 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 CONSULTANT of the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT’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 CONSULTANT under the contract/agreement until the CONSULTANT 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 CONSULTANT, 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. § 200d 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);
   
   
   – 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request MDT to enter into any litigation to protect the interests of MDT. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

B. AUDIT REQUIREMENTS

The LOCAL AUTHORITY may be subject to the audit requirements of 2 CFR 200 Subpart F if the audit threshold in 2 CFR 200.501 is met. An audit must be conducted in compliance with 2 CFR 200 Subpart F if required. The audit must be completed and the data collection form and reporting package submitted to the Federal Audit Clearinghouse within the earlier of 30 calendar days after the receipt of the auditor’s report(s) or nine months after the end of the audit period. For local governments and school districts, the LOCAL AUTHORITY will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other subrecipients such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Audit Services if audit findings are discovered.
C. **DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)**
   The Grantee shall obtain from its third party contractors certifications required by Department of Transportation regulations, "Government-wide Debarment and Suspension (Non-procurement)," 49 CFR Part 29, and otherwise comply with the requirements of those regulations. A list of debarred entities is located at [https://www.sam.gov/portal/public/SAM/](https://www.sam.gov/portal/public/SAM/).

D. **CONFLICT OF INTEREST (2CFR 200.112)**
   The Subrecipient must disclose in writing any potential conflict of interest to the MDT in accordance with applicable Federal awarding agency policy.

E. **MANDATORY DISCLOSURES (2CFR 200.113)**
   The Subrecipient must disclose, in a timely manner, in writing to the MDT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, including suspension or debarment.

F. **INTERNAL CONTROLS (2 CFR 200.303)**
   The Subrecipient must establish and maintain effective internal controls that provide reasonable assurance to the MDT that the Subrecipient is in compliance with Federal statutes, regulations, and terms and conditions of the Federal award.

G. **POLITICAL ACTIVITY (HATCH ACT)**
   The Subrecipient will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

H. **CERTIFICATION REGARDING FEDERAL LOBBYING**
   Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

   1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

   3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and

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contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.