

PUBLIC NOTICE

Request for Proposals

Carbon County Transit Development Plan

Issued by the Red Lodge Area Community Foundation

Date Issued: June 18, 2018

The Red Lodge Area Community Foundation is issuing this Transit Development Plan (TDP) Request for Proposals (RFP) in search of Proposers that have the necessary qualifications to complete the work set forth in this RFP. Whether a Proposer has such qualifications will be determined through the evaluation process described in Section 6 of this RFP. The description of work listed in Section 4 is a general guide and not to be taken as a complete description of all aspects of the work or of all tasks necessary to complete the work.

To submit a proposal for review, respondents must follow the instructions in Section 5 of this RFP. A letter of intent to reply to this RFP must be received by July 6, 2018. Proposals will be accepted until July 13, 2018 at 5:00 P.M. Mountain Daylight Time.

Please visit <http://www.rlacf.org/carbon-county-transit-development-plan/> for the complete RFP package.

For questions, please contact George Man at george@rlacf.org.

Section 1 – General Information

Request for Proposals (RFP) – Carbon County Transit Development Plan (TDP)

RFP Initiative: Carbon County Transit Development Plan

All contractors must respond in detail to each element of this RFP in order to be considered for contract award.

Key Dates for RFP:

June 18, 2018: RFP issued/posted on the Red Lodge Area Community Foundation website.

July 6, 2018: Interested parties must notify project contact of intent to respond to this RFP.

July 13, 2018: Proposal due date.

July/August 2018: RFP Review Committee makes a decision and notifies proposers.

July/August 2018: Contract is negotiated.

February 15, 2019: Project for this RFP is completed.

SUBMITTAL DEADLINE: JULY 13, 2018 at 5:00 P.M. MDT

Ten (10) copies of the proposal should be mailed to and received by the contact person at the address below before the submittal deadline. In addition, one (1) electronic copy of the proposal should be received before the submittal deadline by the contact person at the listed email address below.

Proposals and all correspondence should be sent to the contact below:

**Carbon County TDP
Attn: George Man, Age-Friendly VISTA
122 Hauser Ave S
Red Lodge, MT 59068**

Project Contact:

**George Man, Age-Friendly Carbon County VISTA
Phone: (406) 446-2820
Email: george@rlacf.org**

Section 2 – Project Background

Introduction

This RFP is issued by the Red Lodge Area Community Foundation (RLACF) for the purpose of obtaining the services of an Independent Contractor to conduct services necessary to provide a new 5-Year Transit Development Plan as described in Section 4: Proposal Contents, Scope of Work or Requirements. The main goals of this project are to (1) assess the transportation needs of Carbon County residents, (2) determine how existing public and private services are meeting the present needs of residents, and (3) create a comprehensive 5-Year Transit Development Plan for Carbon County that takes into account the transportation needs of all Carbon County residents and works cooperatively with existing services to best serve Carbon County residents.

Background of the Project

Through recent community assessments, the Red Lodge Area Community Foundation has identified transportation as a top concern among Carbon County residents, especially among older residents and those living in more remote locations. The 2013 Community Health Services Development report found that respondents considered transportation services one of the top three ways to improve the community's access to health care. In 2016, participants in a health-oriented Community Panel noted transportation to appointments in Billings, public services, and medical appointments as common health issues. Furthermore, in two of the three community dialogues hosted by RLACF in 2016, participants identified transportation to medical appointments and support services as a concern relative to health.

More recently, the Age-Friendly Carbon County survey similarly identified transportation as a major concern and top opportunity for improving the lives of older residents in the county, addressing social isolation as well as health concerns. All these findings are in line with those of national organizations dedicated to helping older adults and adults with disabilities. According to Grantmakers in Aging, transportation and access to services continue to be top issues identified by aging services providers as a key to aging in place.

Now, we need to determine specific transportation needs around the county for different population groups and develop a plan to address them. The purpose of this RFP is to obtain the services of an Independent Contractor to conduct services necessary to provide a new 5-Year Transit Development Plan as described in Section 4: Proposal Contents, Scope of Work or Requirements. This Independent Contractor should have direct knowledge, technical capability, and experience in working with transportation organizations, local governments, local services and programs, and community residents to develop a 5-Year Transit Development Plan to define development and operational vision; assess the opportunity and capacity for the planning and implementation of the Plan; and provide guide goals, priorities, and objectives for transportation in Carbon County, Montana. The specifications and descriptions of the work and materials required are described in Section 4: Proposal Contents, Scope of Work or Requirements.

The project should build upon and complement existing transportation services available in the county. Input from the community must be a key driver of findings and recommendations throughout the entire process.

The term of the resulting contract will be for no more than twelve (12) months. Extensions may be on an hourly or on-call basis related to this Scope of Work over the next year. Extensions are not guaranteed and are at RLACF's discretion. The contract date is expected to begin on or around July 1, 2018.

Section 3 – Information for Contractors

Disclaimer

This RFP does not form or constitute a contractual document. The Red Lodge Area Community Foundation 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 Red Lodge Area Community Foundation also will not be responsible for any expenses which may be incurred in the preparation of this RFP.

A professional services contract will be required of the selected firm and if the contract fails to be negotiated, the Red Lodge Area Community Foundation reserves the right to contract with another qualified firm.

Non-responsive Proposals

Contractors are expected to provide their best and most competitive proposal. Proposals that offer no response or a response “to be determined” to any item will be deemed “non-responsive” and returned to the proposer without being scored.

Examination of Documents

Before submitting the proposals, the proposer shall:

1. Carefully review the terms of this request as well as the attachments;
2. Fully inform themselves of the existing conditions and limitations;
3. Include with the proposal sufficient information to cover all items required in the specifications and evaluation.

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 verbal, 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 initiated 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 the award of the contract is delayed for a period exceeding ninety (90) days.

Quote Valid

The proposer must honor its budget / cost proposal 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 brands and/or trade names.

Insurance Requirements

The proposer certifies that it must maintain in good standing the insurance described in this Section. Prior rendering any services, the awarded firm must furnish RLACF with proof of insurance in accordance with this Section.

The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal, injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors. The Contractor shall also purchase and maintain professional liability coverage in the amount of \$1,000,000 per claim. The State, the Red Lodge Area Community Foundation and their officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractors, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Funding for the Project

The project proposed under this RFP will be partially funded by the Federal Transit Administration (FTA) Section 5304 funds. As such, the Contractor must adhere to all applicable regulations, requirements, and certifications required by recipients of these FTA funds. Furthermore, it is the duty of the Contractor to ensure they fully comply with all applicable federal, state, or local laws, rules, and regulations.

Project Budget

The previous \$40,000 budget cap is no longer in place. Applicants should propose a reasonable budget for the work in this project.

Project Deadline

The full Transit Development Plan and completion of the contracted work must be completed by February 15, 2019.

Compliance with Non-Discrimination Laws

As noted in Attachment D: Required Clauses and Certifications under the FTA Required Clauses and Certifications, the contractor must, in performance of work on this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations. The contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the contractor subjects subcontractors to the same provisions of the appropriate federal laws, including Title VI of the Federal Civil Rights Act of 1964. In accordance with 49-3-207, MCA, the contractor agrees that the hiring of persons to perform work on this contract 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 disabilities, or national origin by the persons performing the contract.

Disposition of Proposals

All materials submitted in response to this RFP become the property of the Red Lodge Area Community Foundation. One copy of each proposal submitted shall be retained for the official files project and will become public record after award of the Contract. Price proposals submitted, but not reviewed by RLACF, do not become a public record and shall only be retained for official files.

Questions

Questions regarding the Request for Proposals contents may be sent to the contact person listed in Section 1 via email no later than ten (10) calendar days prior to due date for proposals. The Red Lodge Area Community Foundation will make every effort to provide a written response within five (5) 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 Contractors who have received an RFP packet.

Contractors must submit their questions using the "Master Q & A" form found in Attachment F, and provide, at minimum, the following:

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

Proposal Submission

Contractors will submit notification of intent to reply to the RFP via email to george@rlacf.org by July 6, 2018. Upon submission of the RFP response, the contractors acknowledge that all information is accurate and complete. Please send ten (10) copies of the proposal via mail to the point of contact listed in Section 1: General Information. Mailed copies of the proposal should be received by the July 13, 2018 deadline. An electronic copy should also be emailed to the contact person by the July 13, 2018 deadline. Keep the specific proposal, exclusive of Attachments A-F, to a maximum of fifteen single-sided pages typed in a minimum of 10 pt. scale. A company brochure can be included as a supplement to the formal proposal.

Section 4 – Proposal Contents

Contractors are expected to uniquely prepare proposals that address the contents and requests of this RFP. Furthermore, each proposal must include the following as part of its structure:

Qualifications and Ability to Perform Requested Services

Document information for the following:

- Summary of contractor’s experience with similar transit development plans, especially in rural areas.
- Breadth of services available.
- Capacity to assume new business on an ongoing basis for at least one calendar year.
- References from other communities. They may use the form found in *Attachment E: Past Performance Survey*.
- Personnel qualifications.
- Review and complete: *Attachment A – Validation Questions for Contractor; Attachment B – Standard Terms and Conditions; Attachment C – Budget/Cost Proposal for TDP Preparation and Delivery; Attachment D – Required Clauses and Certifications*.
- Attachment C must include the level of effort (hours) by person by task, with associated hourly costs.

Personnel

The Contractor will assemble a team with the required knowledge and experience to deliver the Scope of Work and meet the project objectives. The structure of the team and an organizational chart shall be included in the proposal with the name, position and resumes of proposed personnel. The contractor shall identify who will be considered key personnel.

Execution of the Scope of Work

Provide a work plan that comprehensively addresses the following Scope of Work. The work plan should also include a timeline by task and proposed reporting (i.e. weekly written reports, quarterly reports, oral reports, and graphic illustrations to support reports, presentations, and invoices.)

Scope of Work or Requirements

The purpose of this procurement is to complete a new 5-Year Transit Development Plan for RLACF. Throughout the process, RLACF will assess the Contractor’s performance and progress towards expected results. Assessments and program monitoring will be based on:

1. Monthly progress review meetings/conference calls between the Contractor and the Carbon County Transportation Advisory Committee.
2. Performance in addressing concerns brought up by the Carbon County Transportation Advisory Committee.
3. Written monthly reports prepared by the Contractor.
4. Overall progress towards the final Transit Development Plan
5. Remaining on track and meeting the February 15, 2019 deadline for completion of the entire project

Phase One: Data Gathering and Orientation

RLACF is willing to conduct the local data gathering, assessments, outreach, and other local work to the best of their ability on behalf of the selected firm. Such an arrangement would be contingent on RLACF's ability to conduct the work well. In this event, the firm would provide the assessment/outreach tools and RLACF would provide the personnel.

RLACF is also willing to assist with engagement and collaborative efforts on behalf of the selected firm. Such an arrangement would be contingent on RLACF's ability to conduct this work well. In this event, the firm would provide guidance to RLACF on how to engage local/regional groups and collaborate with them, and RLACF would provide the personnel.

Any arrangement where RLACF provides assistance or in-kind support to the selected firm should be clearly detailed in the submitted proposal. Specific details of such an arrangement will be negotiated after a firm is selected.

In their proposals, firms should state how many visits they plan to make to Carbon County for Phase One and the purpose of each visit.

- **Unique traits of Carbon County.** The contractor needs to understand the unique situation of Carbon County. The recent closure of the local Office of Public Assistance will affect many residents and its impact on transportation needs must be assessed.

Transportation is especially important for transit-dependent population groups, which typically include older adults, low-income individuals, and individuals with disabilities. Approximately half of Carbon County residents are age 50 or older, and nearly a third of Carbon County residents are over 60. In addition, the poverty rate of older adults aged 65 or older is higher than state and national levels. Meanwhile, nearly one in six people in Carbon County live with disability, and of those, one in seven are living in poverty.

The local economy of Red Lodge relies heavily on tourism. Meanwhile, the economies of other communities in the county are agriculture-based. The contractor must consider how transportation may also benefit local economies in Carbon County. Best efforts must be made to work with and promote local businesses in the transit development plan.

According to the 2016 American Community Survey 5-Year estimates, 63.5% of Carbon County residents drove to work, 14% carpooled, and only 2% utilized public transit. This indicates that there may be potential for increasing utilization of public transit to work.

With a significant low-income population in the county, it is also important to research how programs, including voucher-type programs, can help transportation-dependent residents and low-income residents. These programs provide access to existing transportation services or planned transportation services.

- **Survey of Needs.** The contractor needs to survey the communities in Carbon County to identify the need for transportation, service area, type of service (i.e. local dial-a-ride, commuter, etc.), and schedule. The contractor must also identify trip purpose (i.e. medical, work, shopping, social), and major origins and destinations. In addition to the listed criteria for needs identification, all other commonly assessed needs in developing a transit development plan should be studied.
- **Engagement of local planning team.** The contractor needs to understand the background environment and RLACF's desire to provide a transit system that maximizes opportunities in Carbon County. This work includes understanding the technology that has been recently implemented, the strengths and capacities of RLACF as an organization and the relationships between the local partners. The contractor needs to be a key member of an extended team made up of RLACF's Board and the Carbon County Transportation Advisory Committee.

The Transit Development Plan will need to integrate with existing, pending, and envisioned transportation projects in Carbon County and its neighboring counties. In particular, the plan should detail possible integration or partnerships with transit options in Billings. The contractor's ability to perceive synergy across jurisdictional lines and engage the team in embracing solutions is required. This role will include equal parts leadership, facilitation, and perception.

- **Engagement of local community.** The Transit Development Plan effort needs to engage and educate the community even further on the role and value of transit. In addition, it is crucial to understand the specific needs of Carbon County residents by speaking with them. Outreach to residents should include surveys and visits to at least the following communities: Belfry, Bridger, Fromberg, Joliet, Red Lodge, and Roberts. People are often unwilling to share information when speaking with unfamiliar people, so it is also important to make multiple outreach efforts, speaking to local residents in each of the communities listed above on at least two separate occasions.
- **Identification of stakeholders.** The recruitment and engagement of stakeholders is critical to the feasibility and sustainability of any program. The contractor must identify potential stakeholders that may assist the development of a transit program or transit system. Potential stakeholders include volunteers, a group that has been successfully utilized in successful rural transportation models.
- **Collaboration with local groups.** It is important to consult with local groups and organizations that will be affected by transportation services. These organizations include:
 - Local city/town governments.
 - The Carbon County government.
 - Hospitals and clinics in Carbon County (Beartooth Billings Clinic, Mountain View Clinic, RiverStone Health clinics), Laurel, and Billings, where many Carbon County residents go to see their doctors. In consulting hospitals and clinics in the area, it is important to study how providing transportation to the public may improve the health of the community.
 - The Red Lodge Community Care Team, a local paramedicine team.
 - Law enforcement, emergency services, and fire departments.
 - The six senior centers in Carbon County: Belfry, Bridger, Boyd, Fromberg, Joliet, and Red Lodge.
 - Social and supportive service organizations.
 - Advocacy groups.
 - Low-income housing organizations in Carbon County.
 - Group homes in Carbon County.
 - Red Lodge Tour and Taxi is a local tour and taxi company that has many vehicles in fleet. The contractor should look into possible partnerships with Red Lodge Tour & Taxi. Transportation solutions should complement existing services and businesses, not replace them.
 - School districts.
 - The Veterans Administration bus.
 - Other interest groups as identified by the Transportation Advisory Committee.
- **Collaboration with other teams.** RLACF will be conducting other planning efforts in parallel and/or overlapping paths with the Transit Development Plan. These efforts may include work done by:
 - The Active Transportation Committee in Red Lodge
 - The Carbon County Transportation Advisory Committee
 - The RLACF Age-Friendly Community Steering Committee

- Any regional planners for Carbon County and its local governments

The Transit Development Plan contractor will be responsible for integrating their efforts with these other planning activities in a manner that is complementary.

- **Plan Review and Assimilation.** The contractor is expected to be familiar with TranPlanMT and the Montana State Transit Management Plan from the Montana Department of Transportation and ensure that the Carbon County Transit Development Plan is in line with the principles and policies outlined in both documents. Beyond this reading, the contractor should review all data gathered and assimilate findings into the final plan. Data gathering and orientation may be approached in different ways per the vendor's style and preference. For example, it may include field tours, staff meetings, public meetings and stakeholder interviews. However, it must at least include the activities listed under "Unique traits of Carbon County", "Engagement of local planning team", "Engagement of local community", "Collaboration with local groups", and "Collaboration with other contractor teams".

Deliverable: Report on understanding of Key Issues

Demonstrate understanding of key issues in a brief report that lays out constraints and opportunities for the transit system. The report must also detail how the Contractor, through community input and other data gathering activities, arrived at their conclusions. The contractor is required to provide ten (10) printed copies and one (1) electronic copy of this report to the Red Lodge Area Community Foundation.

Phase Two: Planning Activities

- **Capital and Infrastructure:** Contractor will identify specific technical applications and solutions needed to provide more efficient and/or more effective service and to address such challenges as have been discussed in recent community assessments (Age-Friendly Carbon County Survey Report). The contractor is to review capital infrastructure needs and challenges including:
 - Determining whether a transfer center is needed and where it would be situated.
 - Determining whether a bus barn would be needed and where it would be situated.
 - Determining where an appropriate office site for the management of the proposed transit solution
 - Identifying other infrastructure or technological improvements that may be required and their estimated design, construction and maintenance costs (e.g. routing software, etc.).
- **Service Area and Service Demand:** The contractor must identify the service area that will best serve Carbon County based on future sustainability, expected utilization of transit, popular destinations, and the importance of affordable transit for those living in the proposed service area. Service demand around the County should also be mapped for reference in the current transit development plan and for future planning.
- **Route Design:** Comprehensive and specific recommendations are needed on the design and effectiveness of possible transit routes. The contractor is to recommend the best way to create an operational system to accommodate the evolving transit needs, opportunities and constraints of the community. For example, the recent closure of the local Office of Public Assistance office leaves the Billings OPA office as the closest physical location to receive assistance with applications and benefits programs. Furthermore, the transit plan should explore partnerships with other transit systems, such as Laurel Transit and Billings MET Transit.
- **Financial Forecasting:** The contractor will need to provide estimates for capital and operating costs. Estimates will have to meet one of two criteria: 1) fit within the constraints of existing resources, or

2) identify the funding gap that will need to be filled. A plan that stretches beyond existing financial capacity is acceptable, and perhaps even encouraged, but the costs need to be known.

- **Montana Department of Transportation Grant Application:** The Contractor shall attempt to address potential service funding opportunities within the study. The main expected funding sources will be annual FTA pass-through grants managed by the Montana Department of Transportation (MDT). The Contractor shall be familiar with FTA Section 5311 & 5310 grant application requirements as managed by the MDT. MDT Transit grants are competitive and web based. For general information on application requirements please see the Guidance Booklet: http://www.mdt.mt.gov/publications/docs/manuals/coordplan_appbook_instructions.pdf.

The Contractor shall attempt to address application requirements (specifically pages 5-16) within the body of the final Transit Development Plan. If the Carbon County Transportation Advisory Committee agrees to move forward with the service, the group will base its application on study recommendations. A near seamless transfer of information from TDP to application is recommended.

- **Funding Opportunities:** The contractor should also identify, familiarize themselves with, and explain available grant programs and funding opportunities through the Montana Department of Transportation (MDT), the Federal Transit Administration (FTA), the U.S. Department of Transportation, and other sources. This review should include but is not limited to Transit Assistance for the Disabled and Elderly (TransADE) funds and funds for operating and capital costs. All potential and/or applicable funding sources from MDT and FTA must be considered and adequately addressed in the deliverables provided by the Contractor. Adequately addressing these funding sources includes, but is not limited to, becoming familiar with operating and TransADE allocation formulas and the capital award process.

Furthermore, the contractor is expected analyze how providing public transit may benefit health care providers. Some transportation programs have found that providing general transit may result in significant savings for hospitals by reducing missed appointments and this potential should be studied in an effort to encourage health care providers to financially support general public transit.

It is also important for the contractor to consider innovative funding methods in the final plan. For example, the contractor should explore combining funding from various sources, including community development block grants, community services block grants, and the Medicaid non-emergency medical transportation (NEMT) program, to meet match requirements or otherwise support a general transportation program. Some transportation services provide trips for multiple purposes (Medicaid NEMT, Meals on Wheels, etc.) and are able to utilize funding from multiple sources for a more financially stable service.

- **Future Service:** Long Range Area Projections: Analyze population and transportation projections in outlying communities, neighborhoods and locations. Identify areas most likely to warrant increases in different types of transportation services in the next 10 years. Furthermore, report on possible future regional multimodal service and area wide expansions over a 20-year planning period.

Deliverable: Plan Document and Public Presentation

A plan document is to be produced with ten (10) printed copies and one (1) electronic copy which compiles data, summarizes conclusions, and identifies specific recommendations and action steps. It may include photographs, maps, graphs, diagrams, charts, budgets and implementation schedule. Furthermore, the plan document must incorporate all findings, analyses, and conclusions from work conducted for Phase One and Phase Two of the Scope of Work. In addition to a standard 5-Year Transit Development Plan, the Contractor

must also report on possible future service and service expansions and possible future service need changes. The contractor is expected to present the plan and recommendations to the RLACF BOARD/TAC and also to an appropriate public body of RLACF's choosing. The plan document should be completed by February 08, 2019. The presentation(s) must take place by February 15, 2019.

Section 5 – Proposal Preparation and Submission

Proposal Format

Ten (10) printed copies of the proposal shall be submitted by mail in the format specified in the below “Requirements for Proposal”. One (1) electronic copy of the proposal shall be submitted by email to the Project Contact as well. The material should be in sequence and related to the RFP. RLACF shall not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the respondent’s proposal.

Requirements for Proposal

The Proposer shall describe the vendor’s methodology and approach for accomplishing the work requested as follows:

1. An Introductory Letter signed by an authorized person of the firm indicating that the firm has the experience, interest and capacity to fulfill the terms and conditions of this RFP. Please address the letter to the project contact listed under Section 1: General Information.
2. Proposers must provide a comprehensive narrative, captioned “Project Understanding,” that illustrates the vendor’s understanding of RLACF’s requirements.
3. Proposers must provide a comprehensive narrative, captioned “Project Approach,” that illustrates the methodology the Proposer will use to complete the scope of services and accomplish required objectives.
4. Proposers must provide a comprehensive narrative, captioned “Project Management,” that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives.
5. Proposers must have three (3) Client References completed and submitted directly to our office. These references should be from transit-related projects or clients and should be completed in the format of the Past Performance Survey found in Attachment E of this RFP.
6. A detailed Fee Proposal must be submitted (refer to Attachment C). Fee proposal must indicate cost per hour for each team member as well as incidental costs such as travel, printing, etc. RLACF will not pay for any costs not listed in the fee proposal.
7. Attachments A-D should be included with the Proposal.
8. Keep the specific proposal, exclusive of Attachments A-D, to a maximum of fifteen single-sided pages typed in a minimum of 10 pt. scale. A company brochure can be included as a supplement to the formal proposal.

Finalists may be invited to make a formal presentation to a review panel of staff and Carbon County Transportation Advisory Committee members.

Preparation of Proposal

It is the responsibility of the Contractor to examine the entire solicitation and to seek clarification of any requirement that may not be clear. All question should be submitted through the Master Q&A Form in Attachment F.

RLACF will not reimburse any costs incurred in developing, presenting, or providing this Proposal. All materials and documents submitted in response become the property of RLACF and will not be returned.

A Proposal that is submitted to RLACF will become a public record.

The specifications stated in this solicitation are the minimum level required. All Proposals submitted must be for products or services that meet or exceed the minimum level of all such specifications.

All prices must be detailed in Attachment C: Budget/Cost Proposal for TDP Preparation and Delivery. The prices offered should not include applicable state and local taxes. RLACF will reimburse the Contractor for applicable transaction or sales taxes, provided that they are separately identified in any invoice.

Any exceptions that are included with the Proposal shall be submitted in a clearly identified separate statement by which the Contractor specifically identifies the precise terms to which any exception is made and describes any alternative offer, if applicable. Any exception that is not clearly identified will be without force and effect. An attached preprinted form of contract or the Contractor's standard terms will not be considered to be a specific statement of exception.

Submission of Proposal

Proposals must be in the actual possession of RLACF on or prior to the exact time and date indicated by the Submittal Deadline under Section 1: General Information. Late Proposals will not be considered.

Proposals must be submitted via mail. Ten (10) copies of the proposal should be mailed to contact person listed under Section 1: General Information. An electronic copy of the proposal should also be emailed to the same contact person. All copies of the proposal, mailed and electronic, should be received by RLACF by July 13, 2018 at 5:00 P.M. Mountain Daylight Time.

Any substitute for any document or form provided with this Notice must be legible and must contain the same information requested by any such form.

Upon submission of the RFP response, the contractors acknowledge that all information is accurate and complete. Keep the specific proposal, exclusive of Attachments A-F, to a maximum of fifteen single-sided pages typed in a minimum of 10 pt. scale. A company brochure can be included as a supplement to the formal proposal.

A Proposal may be withdrawn upon the submission of a written, signed request submitted by the Contractor prior to the due date and time. A Proposal may not be amended or withdrawn after the due date and time.

Certification

By signing and submitting this Offer, the Contractor certifies that this submission did not involve any collusion or other anti-competitive practice; that the Contractor will not discriminate against any employee, applicant, or customer in violation of applicable state and federal law; and that the Contractor has not given, offered to give, and will not give any economic opportunity, future employment, gift, loan, gratuity, trip, favor, or discount to any RLACF employee or official in connection with this Proposal.

The Contractor further certifies that the individual signing this Proposal has the authority to make a binding legal commitment on behalf of the Contractor to perform and deliver everything that is required in connection with this Proposal. Unless otherwise stated in the Contract Documents, the Offer shall be effective for a period of thirty (30) day after the submittal deadline.

Section 6: Proposal Evaluation and Award of Contract

Evaluation Criteria

Evaluation criteria are listed in the relative order of importance. Scoring will be completed by a committee of no less than 2 persons with scoring of 1, 5, or 10 per scoring member to indicate poor, good, or excellent. The award will be based on the following criteria:

Qualifications and ability to perform requested services (50 points total):

- | | |
|--|-----------|
| 1. Past experience with developing a TDP | 15 points |
| 2. References | 10 points |
| 3. Firm and personnel qualifications | 10 points |
| 4. Capacity to complete a comprehensive TDP by the contracted deadline | 10 points |
| 5. Location as it relates to provision of services | 5 points |

Execution of the scope of work (50 points total):

- | | |
|--|------------------|
| 1. Proposal comprehensively addresses the scope of work and demonstrates creativity and ability to develop a product unique to Carbon County and its needs | 40 points |
| 2. Proposal provides a clear, achievable, and comprehensive timeline and budget by task | <u>10 points</u> |

Total: **100 points**

Discussion and Best and Final Offers

After the initial receipt and evaluation of proposals, discussions may be conducted with respondents who submit proposals determined to be the most responsive, which most closely meet the requirements of the Statement of Work, and which are the candidates most likely of being selected for award. RLACF, at its option, may request best and final offers from a selected firm or firms regarding the Statement of Work and/or fees.

Award of Contract

The award of contract is dependent on the successful securement of a grant from funding organizations.

The selected Contractor will be required to comply with and sign the relevant clauses and/or certifications, based on contracted amount.

RLACF reserves the right to waive any immaterial defect or informality in a Proposal; to reject any or all submittals or portions thereof; to reissue this Notice; and to award this Contract on a partial basis, if in the best interests of RLACF.

In accordance with Contract, Contractor will be required to provide Insurance as described in Section 3 – Information for Contractors.

RLACF staff shall recommend the contract be awarded to the best-value, responsive, responsible proposer whose proposal is most advantageous to RLACF, based on the evaluation criteria listed above. Cost shall not be the sole determining factor. The final decision shall be made by the Executive Director.

The term of the resulting contract will be for no more than twelve (12) months. Extensions may be on an hourly or on-call basis related to this Scope of Work over the next year. Extensions are not guaranteed and are at RLACF's discretion. The contract date is expected to begin in August 2018.

ATTACHMENT A
VALIDATION QUESTIONS FOR CONSULTANT

GENERAL INFORMATION

- 1) Company Name: _____
Address: _____
Contact Name: _____
Contact Phone: _____
Contact Email: _____
Website/URL: _____
- 2) How many years has your company been doing business in the development of a PAR? _____
- 3) Total full-time employees: _____
- 4) Do you have a City of Red Lodge Business License? If yes, can you provide documentation?
- 5) What are your standard payment terms?
- 6) References - Please attach a word document with all contact information for at least three references:
 - a) Clients you have worked for in the last three years and/or
 - b) Former clients you have conducted community planning services for in the last two years.
- 7) Can you provide documentation that your firm can meet the issuing Entity's minimum insurance requirements?

FUNCTIONALITY

- 1) A certificate of insurance must be provided prior to signing the contract, commencing on the day contract begins. Are you willing to comply with these requirements?
- 2) You must instruct your insurance broker/carrier to notify the issuing Entity should your coverage change. Are you willing to do this?

QUALITY AND SERVICE

- 1) Do you have a quality assurance program? If yes, please attach a copy.
- 2) Are your employees required to take a mandatory drug test?

LEGAL ISSUES

- 1) Are there any pending lawsuits against your company? (Include current mediation or arbitration matters.) If yes, please explain.

ATTACHMENT B

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 issuing Entity, 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 issuing Entity. Any proposer may submit quotations on any article-which substantially complies with these specifications as to quality, workmanship and service. The issuing Entity 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.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the issuing Entity.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the issuing Entity.

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 contracts for the issuing Entity unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The issuing Entity reserves the right to cancel and terminate this contract forthwith upon giving ten (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, 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 issuing Entities.

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 the issuing Entity 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.

ATTACHMENT C

BUDGET / COST PROPOSAL for TDP Preparation and Delivery

Project Element	Price
Personnel by name, including level of effort	
Direct Costs not attributed to personnel	
Subcontractor cost	
Travel	
Printing	
Other (specify)	
Total Budget	

Budget Justification or other comments related to the project budget:

FORM A: DISCLOSURE OF RESPONSIBILITY STATEMENT (Page 1 of 2)

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor. (See procurement policy section 7.2 for types of offenses.)

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

Attachment D: Required Clauses and Certifications

FORM A: DISCLOSURE OF RESPONSIBILITY STATEMENT (Page 2 of 2)

I, _____, as _____
(Name of individual) (Title & Authority)

Of _____, declare under oath that the above statements, including
(Company Name)

any supplemental responses attached hereto, are true.

Signature

NOTARY:

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____,

201__ by _____ representing him/herself to be

_____ of the company named herein.

Notary public

My Commission expires:

Attachment D: Required Clauses and Certifications

FORM B: NON-COLLUSION AFFIDAVIT

_____ being first duly sworn deposes and says:
(Name of Company Representative)

That she/he is _____ of _____
(Title) (Name of Company)

and that pursuant to Section 112 (C) of Title 23 USC, he/she certifies as follows:

That neither he/she nor anyone associated with the said

_____ (Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the proposal for the:

Red Lodge Area Community Foundation Transit Development Plan RFP

NOTARY:

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____,

201__ by _____ representing him/herself to be

_____ of the company named herein.

Notary public

My Commission expires:

Federal Transit Administration (FTA) Required Clauses and Certifications

This procurement is being funded, in whole or in part, with federal funds through Federal Transit Administration (FTA). As consequence of that funding, the following FTA mandated provisions are included in this proposal.

1. No Obligation by the Federal Government

(1) RLACF and the Contractor acknowledge and agree that: Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to the RLACF, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.

(2) The Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges and agrees that:

(1) The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which work under this Contract is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) If the Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor shall include the above two (2) clauses in each subcontract financed in whole or in part with federal assistance provided by FTA and each such clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Attachment D: Required Clauses and Certifications

3. Access to Records

(1) In accordance with 49 C.F.R, 18,36(i), the Contractor shall provide RLACF, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Pursuant to 49 C.F.R. 633.17, the Contractor shall provide the FTA Administrator or his authorized representatives including any PMO contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy such excerpts and transcriptions as are reasonably needed.

(3) Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until RLACF, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(4) FTA does not require the inclusion of these requirements in subcontracts.

4. Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (the FTA Master Contract) between RLACF and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

5. Civil Rights (> \$10,000)

The following requirements apply to this Contract:

a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue.

b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal

Attachment D: Required Clauses and Certifications

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

c) The Contractor shall include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

d) For assistance with a contract clause incorporating the requirements of the new Disadvantaged Business Enterprise rule in 49 CFR Part 26, contact Kevin Osborn (kevin.osborn@dot.gov) or visit <https://www.transit.dot.gov/funding/procurement/third-party-procurement/disadvantaged-business-enterprise-dbe>.

6. Termination (> \$10,000)

(1) Termination for Convenience. RLACF may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in RLACF's sole and unfettered opinion, it is in RLACF's best interest to do so. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to RLACF for payment. If the Contractor has any property in its possession belonging to RLACF, the Contractor shall account for the same, and dispose of it in the manner RLACF directs.

(2) Termination for Default (Construction) RLACF may terminate this Contract if: (a) Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this Contract or any extension; (b) if the Contractor fails to

Attachment D: Required Clauses and Certifications

complete the work within this time; or (c) if the Contractor fails to comply with any other provisions of the Contract. Termination shall be effected by serving a notice of termination upon Contractor setting forth the manner in which the Contractor is in default. In this event, RLACF may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to RLACF resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by RLACF in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages if: (a) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; or, (b) the Contractor within ten (10) days from the beginning of any delay, notifies RLACF in writing of the causes of delay. If in the judgment of RLACF the delay is excusable, the time for completing the work shall be extended. The judgment of RLACF shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination, of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of RLACF.

Opportunity to Cure: In case of a termination for breach or default, RLACF may, in its sole and unfettered discretion, allow the Contractor ten (10) calendar days within which to cure the defect. Should a cure period be granted, the notice of termination will state the time period within which cure is permitted together with other appropriate conditions.

If the Contractor fails to remedy the breach or default of any of the terms, covenants, or conditions of this Contract to RLACF's satisfaction within ten (10) calendar days after receipt by the Contractor of written notice from RLACF setting forth the nature of said breach or default, then, and in that event, RLACF shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude RLACF from also pursuing all available remedies against Propose and its sureties for said breach or default.

Waiver of Remedies for any Breach: Should RLACF elect to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by RLACF shall not limit RLACF's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

7. Disadvantaged Business Enterprises (Forms F, G, H, & I)

a. This Contract is subject to the requirements of Title 49, CFR, Part 26, and participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is 3.82% with 3.82% race neutral goal. A contract goal has not been established for this procurement.

b. The Contractor 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

Attachment D: Required Clauses and Certifications

26 in the award and administration of the DOT-assisted contract. 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 other such remedy as RLACF deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFP 26.13(b)).

c. Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from RLACF.

e. The Contractor must promptly notify RLACF, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RLACF.

8. **Incorporation of FTA Terms (Form C)**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. **All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference.** Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of RLACF that would cause RLACF to be in violation of the FTA terms and conditions.

9. **Debarment and Suspension (> \$25,000) (Form D)**

The Contractor certifies that neither it nor its "principals" [as defined at 49 CFR 29.995, or affiliates, [as defined at 49 CFR 29.905] are excluded or disqualified [as defined at 49 CFR 29.940 and CFR 29.945]. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. ** For contracts over \$25,000: The Contractor shall be required to submit a certified copy of Attachment 49 CFR Part 29b Debarment Cert with this proposal.

10. **Disputes (> \$100,000)**

Attachment D: Required Clauses and Certifications

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the Contract Specialist (Lead) or his designee. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Public Transit Director or the Director's designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Public Transit Director or the Director's designee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by RLACF, the Contractor shall continue performance under the Contract while matters in dispute are being resolved.

Claims for Damages: Should either party to this Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose act it is legally liable, a claim for damages therefore shall be made in writing to such other party within five (5) calendar days after the first observance of such injury of damage.

Remedies: Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between RLACF and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a State court of competent jurisdiction within the State of Montana.

Rights and Remedies: The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RLACF or the Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed upon in writing.

11. Lobbying (> \$100,000) (Form E)

(1) Contractor certifies that no federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of RLACF, any federal 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 federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of RLACF, any federal 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 Contractor shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under

Attachment D: Required Clauses and Certifications

grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A3801, et. seq., apply to this certifications and disclosure if any.

(5) 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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000, and not more than \$100,000, for each such failure. See Attachment 49 CFR Part 20 Lobbying Certification.

12. Conformance with Intelligent Transportation System (ITS) Architecture

This project will receive a systems engineering analysis to ensure it conforms to the National ITS Architecture and complies with the locally-approved plan for regional ITS architecture.

Attachment D: Required Clauses and Certifications

Form C: Overall Federal Regulation Compliance

All contractual provisions required by State and Federal Transit Administration (FTA), as set forth in FTA Circular 4220.1F are hereby incorporated into this contract by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, or fail to perform any act, or refuse to comply with any RLACF requests which would cause RLACF to be in violation of the FTA terms and conditions.

Vendor Representative

Date

Vendor

Attachment D: Required Clauses and Certifications

Form D: Debarment and Suspension Certification (Lower Tier Covered Transaction) (Attachment 49 CFR 29 Subpart C)

(To be submitted with a bid or Offer exceeding the small purchase for Federal assistance programs, currently \$25,000.)

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, that neither it nor its "principals" as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanations, and indicate that it has done so, by placing an "X" in the following space _____.

THE BIDDER OR OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

_____ Signature of the Bidder or Offeror's Authorized Official

_____ Name & Title of the Bidder or Offeror's Authorized Official

_____ Date

Attachment D: Required Clauses and Certifications

Form E: Lobbying Certification (Attachment 49 CFR 20)

(To be submitted with a bid or Offer exceeding \$100,000)

The Bidder or Offeror certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 (as amended by “Government wide Guidance for New Restrictions on Lobbying”, 61 Fed.Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995) 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 failure.

THE BIDDER OR OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

_____ Signature of the Bidder or Offeror’s Authorized Official

_____ Name & Title of the Bidder or Offeror’s Authorized Official

_____ Date

Attachment D: Required Clauses and Certifications

Form F: Disadvantaged Business Enterprises Compliance Certification (Attachment 49 CFR Part 26)

Prime Contractors:

Please indicate your DBE status, and declare any DBE subcontractors you may use. All declared DBE businesses involved in this contract must complete this form and return to RLACF. All primary contracts must provide a completed DBE compliance certification.

DBE COMPLIANCE CERTIFICATION

I hereby certify that the Offeror has complied with the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in DOT Programs.

Signature of the Bidder or Offeror's Authorized Official

Name & Title of the Bidder or Offeror's Authorized Official

Date

Form G: Disadvantaged Business Enterprises Certification (Attachment 49 CFR Part 26) (Page 1 of 2)

Complete this section only if it applies to your firm

AFFIDAVIT OF CERTIFICATION

This form must be signed and notarized for each owner upon which disadvantaged status is relied.

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I _____ (full name printed), swear or affirm under penalty of law that I am _____ (title) of applicant firm _____ (firm name) and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its places(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor, if any, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to the recipient agency or Unified Certification Program (UCP) of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership, address, telephone number, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

Attachment D: Required Clauses and Certifications

Form G: Disadvantaged Business Enterprises Certification (Attachment 49 CFR Part 26) (Page 2 of 2)

I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise (DBE). In support of my application, I certify that I am a member of one or more of the following groups, and that I have held myself out as a member of the group(s) (circle all that apply):

Female Black American Hispanic American Native American
Asian- Pacific American Subcontinent Asian American
Other (specify) _____.

I certify that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

I further certify that my personal net worth does not exceed \$750,000, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Executed on _____
(Date)

Signature _____
(DBE Applicant)

NOTARY CERTIFICATE:

Form H: Disadvantaged Business Enterprises Individual Participation (Attachment 49 CFR Part 26)

RLACF (Individual) Intended Participation Affidavit
 DISADVANTAGED BUSINESS ENTERPRISE
 INTENDED PARTICIPATION AFFIDAVIT

BID NUMBER _____

PROJECT NUMBER _____

Directions:

1. An officer of the contractor(s) must sign this form.
2. A separate affidavit must be submitted for each proposed DBE.
3. All partial bid items must be fully explained. If not, the DBE will be assumed responsible for the entire item.
4. The affidavits must be submitted at the time of bid.

Name of DBE: _____

DBE Scope Items	Item Amount	DBE Credit (\$)
List items separately. Partial items must be explained. Use additional copies of this form if necessary.	Not to exceed total bid amount.	
	Total	\$

Contractor Certification:

I certify that:

- My company has accepted a proposal from the DBE named above.
- My company has notified the proposed DBE of the contracted DBE commitment and this agreement is to be performed in accordance with DBE provisions of this contract.
- My company’s use of the proposed DBE for the items of work listed above is a condition of the contract award.
- My company will invite the proposed DBE to attend the preconstruction meeting.
- My company is required to make sufficient reasonable efforts to subcontract either the same or other work to an alternative certified DBE equal to the amount to attain the DBE commitment if a certified DBE is unable or unwilling to perform for work any part of the intended.
- I understand that failure to comply with the information shown on this form will be considered grounds for contract sanctions.

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statement made on this document are true and complete to the best of my knowledge.

Prime Contractor Name: _____

Date: _____

Officer Signature and Title:

Attachment E

Past Performance Survey

Past Performance Survey of: _____
(Name of Company Being Surveyed)

The Red Lodge Area Community Foundation (RLACF) collects past performance information (on firms and key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above has listed you as a reference for a past project they have completed. We would greatly appreciate it if you would take a few moments to complete this survey.

The first half of the survey contains open ended questions that help us to better understand your working relationship with the individual or firm. The second section of the survey asks for you to rate the individual or firm in several areas based on your past experience.

Client Name: _____ Date Completed: _____

Project Name: _____

Section 1: Working Relationship Questions

Please describe your relationship with the firm or individual (types of projects etc.):
(Please feel free to add a document or attachment if there is not enough space below.)

What did you like best about this company or individual? (Please feel free to add a document or attachment if there is not enough space below.)

Carbon County Transit Development Plan Request for Proposals

Due July 6, 2018 at 5:00 p.m. MDT

Red Lodge Area Community Foundation | 122 Hauser Ave S, Red Lodge, MT 59068 | 406-446-2820

Did you experience any problems with this company or individual? If so, please describe the situation. Was the problem resolved to your satisfaction? (Please feel free to add a document or attachment if there is not enough space below.)

Section 2: Rating Criteria

Please rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the company or individual again) and 1 representing that you were very unsatisfied (and would never hire the company or individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

CRITERIA NUMBER	CRITERIA	UNIT	RATING
1	How satisfied were you with how this vendor met your expectations for cost of services rendered?	(1-10)	
2	How satisfied were you with the vendor's ability to effectively communicate with you during the planning stage of the project?	(1-10)	
3	How satisfied were you with how this vendor adhered to the agreed-to schedule for deliverables and reports?	(1-10)	
4	How satisfied were you with the vendor's ability to meet your overall expectations?	(1-10)	
5	Rate your likeliness to contract with this firm/individual again.	(1-10)	

If we can contact you with follow up questions, please provide your phone number and email information.

Email: _____

Telephone: _____

Printed Name and Title of Evaluator

Signature

Address of Agency

Thank you for your time and effort in assisting RLACF in this important endeavor.

Please email the completed survey to george@rlacf.org.

ATTACHMENT F

MASTER Q & A FORM

PROJECT: Carbon County Transit Development Plan

Master Q&A	Any questions regarding this Request for Proposals should be submitted according to the process outlined below. The issuing Entity will make every effort to answer within five (5) 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 George Man, George@rlacf.org. Attach associated documents as necessary. <p>Please contact Tracy Timmons at (406) 446-2820 with any questions regarding this process.</p>

Questions from: _____ **Company:** _____

Email Address: _____

#	Date	Reference Section	Question or Comment	Issuing Entities' Response
1				
2				
3				
4				