

CITY OF HELENA, MT
REQUEST FOR QUALIFICATIONS (RFQ) NO. TSD-138 TO
HIRE A CONSULTANT TO CREATE 30% DESIGN PLANS FOR
CONSTRUCTION OF A PORTION OF CENTENNIAL TRAIL.

I. PROJECT OVERVIEW

The City of Helena is seeking statement of qualifications (SOQ) from firms for professional engineering and surveying services pertaining to the development of thirty percent (30%) design plans, establishing the alignment and grade for the remaining unpaved portion of Centennial Trail between Benton Avenue and Joslyn Street.

II. AGREEMENT FOR SERVICES AND COMPENSATION

One respondent will be selected as the most qualified and offered an opportunity to negotiate an agreement with the City. If an appropriate agreement cannot be reached with the most qualified respondent, the second-ranked respondent may be invited to negotiate an agreement with the City, and so on.

A sample agreement is provided as Attachment “A” hereto, however, the City reserves the right to change any terms prior to entering into an agreement with the successful respondent.

Evaluation criteria will NOT include consideration of the proposed compensation schedule and respondents are NOT to submit compensation proposals as part of their responses.

Evaluation criteria WILL include consideration of the proposed compensation schedule and responders are required to submit a compensation proposal as part of their response.

III. SCOPE OF WORK, DELIVERABLES, AND TIMELINE

The scope of work for the project includes (in order of importance):

- A. Create a 30% plan set for the construction of a ten-foot (10’) wide asphalt path.
 - a. Plans will have to reference BNSF tracks/ROW and the offsets from the tracks/ROW.
 - b. The plans will include plan & profile sheets and typical section details.
 - c. The plans will include a trail crossing at Henderson Street.
 - d. The plans will be based on existing draft alignment/easement survey documents that will be provided with the contract to the selected firm.
- B. Create a project cost estimate.

The City anticipates preparation of the plans to take less than six months once an agreement with the selected firm is executed.

IV. ATTACHMENTS

The following information is provided for informational purposes only:

Attachment “A” - City of Helena Draft Project Agreement

V. SOQ SUBMISSION REQUIREMENTS

- A. Submission must:
 - a. Be presented in a clear, comprehensive and concise manner;
 - b. Be no more than five (5) one-sided bound pages, excluding a cover and back page. All other information provided by respondents, including examples of work, brochures, photos, etc. shall be incorporated into and made a part of the SOQ;
 - c. Be easy to read using 1" margins and a minimum of 11-point font;
 - d. Contain the information required by this RFQ and address all required topics;
 - e. Acknowledgment that responder has reviewed any addenda issued for this RFQ; and
 - f. Be signed by an authorized agent.
- B. SOQ must include all of the following:
 - a. Cover Letter
 - i. The letter shall contain the RFQ title, the Respondent's legal name, address, contact information and any proposed sub-consultants.
 - ii. A brief description of the respondent firm, including but not limited to, identification of the principals, the approximate number of employees, how long the firm has been in business, and how long the respondent has been engaged in similar types of work. Include information that demonstrates the respondent's experience in completing projects similar to that which is required by this RFQ.
 - b. RFQ Response
 - i. Response should succinctly outline the professional services to be provided in connection with each task;
 - ii. Indicate the time and materials necessary to complete each task;
 - iii. Indicate the methods to collect data and produce work;
 - iv. Where necessary, candidates may expand and provide details to demonstrate the ability to complete the described work in a timely manner.
 - v. Include approach to communicating with the City.
 - vi. Public Participation
 - 1. If this project includes a public participation requirement, describe proposed public participation process.
 - vii. Suggestions
 - 1. This RFQ provides an overview of the project and the defined tasks. Candidates are urged to be particularly attentive and define any missing foreseen tasks necessary to complete the work described.
 - c. Statement of Qualifications (SOQ)
 - i. The SOQ should demonstrate that the respondent and its agents possess the experience, education, training and credentials with type of work described in each defined task.
 - ii. The SOQ should also include respondent's experience performing similar tasks for other municipalities.
 - iii. The City seeks to review only the credentials of those key personnel who will actually render services in relation to the work described. For their

statement of qualifications, respondents may use U.S. Standard Form 330 found here: <https://www.gsa.gov/system/files/SF330-21.pdf>

- d. Project schedule
 - i. Provide anticipated project schedule indicating the assumed start dates and end dates for each defined task, and include a description of how this project will fit with the firm’s current workload.
- e. References
 - i. A minimum of three (3) recent professional references who can provide information regarding the respondent’s ability to perform the services described herein. References must include the name of the person to be contacted, phone number, email, and the very brief statement of the type of project the respondent completed for the reference.

VI. EVALUATION CRITERIA

Proposals will be evaluated by a selection committee, on the basis of the following parameters:

- A. Demonstrates qualifications;
- B. Demonstrates work experience;
- C. Comprehension of the goals and objectives for each of the defined tasks;
- D. SOQ quality and attention to instructions;
 - a. Ability to listen to, understand and follow the needs and requirements of the City.
- E. The methods and means necessary to complete the defined tasks;
- F. Ability to efficiently complete tasks within the allocated time and budget;
 - a. Ability to begin work tasks immediately upon contract award;
 - b. The preliminary schedule depicts how the team will meet the desired deadlines;

	Criteria	Points
1	Qualifications	20
2	Experience	20
3	Comprehension	20
4	Presentation Quality	10
5	Means	20
6	Schedule	10
	TOTAL	100

The selection committee may select one or more respondents submitting proposals as finalists. Finalists may be interviewed to further establish qualifications. If the selection committee

determines that interviews are appropriate, the finalists will be contacted to schedule the interviews.

VII. SOLICITATION SCHEDULE

Request for Qualifications Released	July 01, 2024
SOQ Packets Due – Close date	July 18, 2024
Service Provider Selection and Negotiation	July 25, 2024
Agreement Approval	TBD
Work to Begin	August 2024

VIII. CONTACT:

The city contact for the purposes of this RFQ is:

Mark Young
Transportation Engineer
3001 E Lyndale Avenue, Helena, MT 59601
(406) 447-8099
MYoung@helenamt.gov

IX. QUESTIONS AND INQUIRIES

All inquiries, questions, or requests for interpretation, correction, or clarification must be submitted in writing to the city contact listed above. 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 this RFP, a copy of which will be posted on the city’s website.

X. SUBMITTAL INSTRUCTIONS

Proposals must be submitted in a sealed envelope clearly marked on the outside with the RFQ number and project name: (TSD-132).

Two (2) hard copies and one electronic copy (PDF format) of the SOQ must be submitted to:

City of Helena
Attn: Mark Young
3001 E Lyndale Avenue
Helena, MT 59601

PROPOSALS MUST BE RECEIVED NO LATER THAN: July 18, 2024, at Noon (12:00 p.m.) (MST). Faxed, emailed or other electronically transmitted Proposals will not be considered.

Proposals may be withdrawn either personally or by written request at any time prior to the due date stated above for receiving proposals. No SOQ may be withdrawn or modified after the due date and time, unless and until the award of the agreement is delayed for a period exceeding ninety (90) days.

The cost of preparing responses to this solicitation shall be borne by the respondents and shall not be reimbursed by the City of Helena.

XI. RESERVATION OF RIGHTS BY THE CITY

The City reserves the right to reject any or all SOQ, readvertise, to waive any irregularities in the SOQ, and to accept the SOQ that best benefits the City. The City reserves the right to reject any and all responses deemed unqualified, unsatisfactory, or inappropriate.

XII. PUBLIC RECORDS DISCLOSURE

All proposals become the property of the City of Helena and may be subject to release to the public pursuant to Mont. Const. art. II, § 9 and Mont. Code Ann. § 2-6-1001 *et. seq.*

XIII. LOBBYING

Respondents are prohibited from lobbying the City Commission, the Mayor, or members of the selection committee relative to the respondent's SOQ or response to this RFQ.

Attachment A
Draft Project Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana 59623, hereinafter referred to as “City,” and **INSERT CONTRACTOR BUSINESS LEGAL NAME.**, insert Contractor Address. hereinafter referred to as “Service Provider,” collectively referred to as “Parties.”

RECITALS

1. This is an agreement for professional, technical, architectural, engineering, land surveying, or legal services.
2. Pursuant to § 7-5-4301(2), MCA, these types of agreements are exempt from the §§ 7-5-4302 through 7-5-4304, § 7-5-4306, and §7-5-4307, MCA, including bidding requirements.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:**
To develop thirty percent (30%) Centennial Trail construction plans for the unpaved portion of trail between Benton Avenue and Joslyn Street .
2. **Effective Date and Term:** This Agreement is effective upon execution by both parties and will terminate on: **6/30/2025**. Any extension of the term of this Agreement must be set forth in writing and signed by both parties.
3. **Scope of Services:** Service Provider will perform the work and provide the services in accordance with the specifications and requirements as follows:
 - a. Create a thirty percent (30%) trail construction plan set which includes a typical trail cross section.
 - i. The plans will include plan & profile sheets and typical details like a trail cross section.
 - ii. The plans will include a trail crossing at Henderson Street.
 - iii. The plans will be based on the City’s draft alignment/easement documents that will be provided to the selected firm.
 - b. Services may also include project cost estimation.

Any alteration or deviation from the above described work that involves extra costs will be permitted only upon written request by the City to Service Provider and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

4. **Payment (check one):**

City agrees to pay Service Provider **insert \$ amount in WORD**. Dollars (**insert \$ amount in NUMBERS**) for performance of this Agreement. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Service Provider and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

City agrees to pay the Service Provider according to the following fee schedule with the total amount due under this Agreement not to exceed **insert \$ amount in WORDS**. Dollars (**insert \$ amount in NUMBERS**):

Insert Fee Schedule HERE.

5. **Receipt of Payment (check one)**

To receive payment, Service Provider must submit a record of expenditures incurred for the performance and completion of this Agreement in the form acceptable to the City. The City may request supporting documentation to verify any expenditure prior to making payment. For any services delivered under this Agreement, the City may request inspection to assure said services meet City specifications prior to tendering payment.

30 Days After Receipt of Invoice, Verification, and Inspection: The City has thirty (30) days to make payment after the later of the date of delivery of services, the City's receipt of a properly executed invoice, or the successful passage of a City-requested inspection.

Payment will be according to following schedule:

Insert a DETAILED payment schedule here if you agree to anything other than payment 30 days after invoice. Ex. dates of installment payments, if any completion conditions must be made prior to receipt of next installment, % due upfront, etc.

6. **Professional Services:** Service Provider agrees that the services provided will conform to the Agreement requirements, including all descriptions, specifications, and attachments made part of this Agreement. Service Provider agrees that all services will be performed in

a good workman-like, professional manner, and according to all applicable industry standards. City's acceptance of any non-conforming services does not relieve the Service Provider from its obligation under this paragraph and does not waive any remedy available to the City. In addition to the remedies available to the City under this Agreement, at law or in equity, the City may require prompt correction, at Service Provider's expense, of any services failing to meet the standard of care contained in this paragraph.

7. **Independent Contractor Status:** The parties agree that Service Provider is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Service Provider is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Service Provider is not authorized to represent the City or otherwise bind the City in any dealings between Service Provider and any third parties.

Service Provider must comply with the provisions of the Montana Workers' Compensation Act. Proof of compliance must be in the form of workers' compensation insurance, an independent Service Provider's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of this Agreement and any renewal. Upon expiration, Service Provider must send a proof of renewal to the City.

8. **Hold Harmless and Indemnification:** To the fullest extent permitted by law, Service Provider agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Service Provider or Service Provider's agents or employees.
9. **Liquidated Damages:** Service Provider is not liable for any liquidated damages.
10. **Insurance:** Service Provider will provide City with proof of Service Provider's liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.0 million per occurrence and \$2.0 million aggregate per year for bodily injury, personal injury, and property damage. The Service Provider must also provide proof of professional liability insurance in an amount no less than \$1,000,000 per claim and \$2,000,000 annual aggregate.

The insurance must be in a form suitable to City and must name the City as an additional insured as to commercial general liability. Service Provider must immediately notify the City of any changes to the Service Provider's insurance policy during the term of this Agreement.

The Service Provider's insurance coverage shall be primary insurance with respect to City, its elected and appointed officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officials, officers, agents, employees, and volunteers shall be in excess of the Service Provider's insurance and shall not contribute with it.

11. **No Assignment, Transfer, Delegation, or Subcontracting:** Service Provider may not assign, transfer, delegate, or subcontract this Agreement or any of its rights, duties, or obligations hereunder without prior express written consent of the City.
12. **Compliance with Laws:** Service Provider agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, Montana Code Annotated. Service Provider agrees to purchase a City business license if Service Provider does not currently have one.
13. **Nondiscrimination:** Service Provider agrees that Service Provider will not discriminate based on any protected class in any of its activities or provision of services regardless of whether or not those activities or services are provided in connection with this Agreement. Service Provider agrees that all hiring of persons in connection with this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, creed, religion, color, national origin, age, physical or mental disability, marital status, sex, pregnancy, childbirth or medical condition related to pregnancy or childbirth, sexual orientation or expression, political beliefs or affiliation, genetic information, veteran status, culture, social origin or condition, or ancestry.
14. **Website Privacy Policy:** Service Provider agrees to comply with and follow the City's Website Privacy Policy in order to ensure the data security and data quality of personally identifiable information that is collected during the course and scope of this project.
15. **Records Access and Retention:** Service Provider agrees to create and retain records supporting the services rendered in connection with this Agreement. Service Provider agrees, to the extent permitted by law, to provide the City, or the City's authorized agent, access to any such records at the City's request. The City may terminate this Agreement without incurring liability if the Service Provider refuses to allow access to records as provided in this section. Service Provider agrees to retain any records concerning this Agreement for eight (8) years after the Agreement termination date. The obligation to maintain records required by this section survives the termination or the expiration of this Agreement.

16. **Ownership and Publication of Materials:** If any reports, information, data, or other materials are prepared by the Service Provider pursuant to this Agreement these reports, information, data, or other materials become the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use of these materials by the City without written verification or adaptation by the Service Provider for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Service Provider. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.
17. **Notice Protocol:** Any notice or demand required or permitted to be given under the terms of this Agreement must be in writing. Written notice shall be deemed given when hand-delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery.

The City's liaison for purposes associated with this Agreement is:

Name: Mark Young
Address: 3001 E Lyndale Avenue, Helena, MT 59601
Phone: (406) 447-8099
E-Mail: MYoung@helenamt.gov

The Service Provider's liaison for purposes associated with this Agreement is:

Name: [Insert Name and Title.](#)
Address: [Insert Mailing Address.](#)
Phone: [Insert Phone number.](#)
E-Mail: [Insert Email Address.](#)

If either party changes address or contact person, it must notify the other party in writing at the address provided in this section.

18. **Default:** If either party to this Agreement defaults in the performance of any term or condition of this Agreement, the other party may give the defaulting party notice of the default. The notice shall specify the action required to correct the default and a period of time, not less than thirty (30) days, within which to correct the default. If the default is not corrected within the time specified in the notice, the party not in default may terminate this Agreement without further obligation under this Agreement, other than obligations incurred or accrued up to the date of termination. The non-defaulting party may also bring suit for damages, specific performance, and any other remedy available by law.

19. **Termination for City's Convenience:** City may terminate this Agreement at any time by giving Service Provider thirty (30) days' written notice if, in the sole opinion and discretion of the City, this Agreement is no longer in the best interest of the City or if funding for this Agreement becomes unavailable. Except for the prorated amount owing to the Service Provider for the services already provided as of the date of termination, City is not liable to Service Provider for any damages arising from termination of this Agreement pursuant to this section.
20. **Termination in Writing:** Notice to terminate must be in writing and made in accordance with the provision in the "Notice Protocol" section of this Agreement.
21. **Remedies Non-Exclusive:** Any remedies available under this Agreement are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.
22. **Failure to Enforce Not a Waiver:** City's failure, at any time, to enforce or to seek strict compliance with any provision of this Agreement or to exercise any right or remedy arising from the breach thereof does not constitute a waiver of that provision or remedy or of any other provision of this Agreement or available remedy.
23. **Full Integration:** This Agreement, together with its exhibits, if any, embodies the entire understanding between the parties relating to the subject matter contained herein and supersedes any prior statements, understandings, promises, or representations made by either party or their agents. No agent or representative of either party has authority to make any representations, statements, warranties, or agreements not herein expressed.

The following exhibits are made part of this Agreement by reference:

[List any Exhibits attached here or write "None."](#)

24. **Amendments in Writing:** All amendments to this Agreement must be in writing and executed by all parties to this Agreement.
25. **Governing Law and Venue:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.
26. **Headings:** The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of the Agreement.
27. **Severability:** If any term or provision of this Agreement is held to be illegal, void or in

conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term, condition, or provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates stated below.

FOR THE CITY OF HELENA MONTANA

Signed: _____
By: **Tim Burton, City Manager**

Dated: _____

FOR THE SERVICE PROVIDER

Signed: _____
By: [Insert Name.](#), [Insert Title.](#)

Dated: _____

APPROVED AS TO FORM:

Signed: _____
By: **Rebecca Dockter, City Attorney**

Dated: _____