

CITY OF HELENA, MT
REQUEST FOR QUALIFICATIONS (RFQ) NO. TSD-26-13 TO
HIRE A CONSULTANT TO DEVELOP CAPITAL TRANSIT PLANNING
DOCUMENTS.

I. INTRODUCTION

The Greater Helena MPO invites qualified consulting firms to submit Statements of Qualifications (SOQ) for professional planning services to develop a suite of coordinated transit plans. The selected consultant will prepare a Transit Asset Management Plan (TAM), Transit Development Plan (TSD), and a Transit Improvement Plan (TIP). These plans will be aligned with and inform the Greater Helena MPO's Long-Range Transportation Plan (LRTP)

II. AGREEMENT FOR SERVICES AND COMPENSATION

One respondent will be selected as the finalist and offered an opportunity to negotiate an agreement with the City. If an appropriate agreement cannot be reached with the highest-ranked 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 include consideration of the proposed compensation schedule and responders are required to submit a compensation proposal as part of their response.

III. PROJECT OVERVIEW, SCOPE OF WORK, DELIVERABLES, AND TIMELINE

Project Overview

The MPO seeks to establish a comprehensive, data-driven framework to guide regional transit investments, ensure compliance with Federal Transit Administration (FTA) requirements, and improve overall transit system performance.

The work will result in three complementary planning documents:

1. Transit Asset Management Plan (TAM)
 - Develop asset inventory, condition assessments, and performance measures.
 - Establish investments priorities to maintain a state of good repair.
 - Ensure compliance with FTA TAM requirements
2. Transit Development Plan (TDP)
 - Identify short-, mid-, and long-term transit service needs.
 - Evaluate existing routes, ridership trends, and system performance
 - Provide recommendations for service expansion, operational efficiency, and coordination with other regional modes.

3. Transit Improvement Plan (TIP)
 - Translate TAM and TDP recommendations into specific improvement strategies.
 - Provide cost estimates, phasing schedules, and funding strategies
 - Identify projects and programs for near-term inclusion in the MPO's LRTP and Transportation Improvement Plan.

Scope of Work

The selected consultant will:

1. Project Management
 - Coordinate with MPO staff, transit operators, and stakeholders
 - Provide a detailed project plan, schedule and milestones.
2. Data Collection and Analysis
 - Review existing transit data, system performance, and asset conditions.
 - Conduct public outreach and stakeholder engagement.
3. Plan Development
 - Prepare draft and final TAM Plan, TDA, and Transit Improvement Plan.
 - Ensure consistency with the MPO's Long Range Transportation Plan (LRTP) goals and federal and state requirements.
4. Deliverables
 - Draft and Final Plans.
 - Presentation materials for MPO committees and public meetings.
 - Executive summary for policy makers and stakeholders

IV. ATTACHMENTS

The following information is provided for informational purposes only:

Attachment "A" - City of Helena Agreement for Services

V. PROPOSAL SUBMISSION REQUIREMENTS

A. Proposal submission must be:

- no more than 5 one-sided bound pages, inclusive of a cover page and back page.
- no smaller than 12-point font.
- must contain the information required by this RFQ and address all required topics.
- acknowledgment that responder has reviewed any addenda issued for this RFQ; and
- signed by an authorized agent.

B. Proposal submission must include all of the following:

1. Respondent's legal name, address, and contact information.
2. 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 relevant types of work. Include information that demonstrates the respondent's experience in completing projects similar to that which is required by this RFQ.
3. Identify individuals who will be assigned to this project, their role on the project team, a brief resume, and their experience and qualifications on similar projects.
4. Description of how the respondent will accomplish the tasks, goals, and objectives identified in section III of this RFQ.
5. Provide anticipated project schedule including a description of how this project will fit with the firm's current workload.
6. If this project includes a public participation requirement, describe proposed public participation process.
7. Itemized unit cost prices.

C. References

List (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 type of project the respondent completed for the reference.

VI. EVALUATION CRITERIA

Proposals will be evaluated by a selection committee, based on the following criteria:

	Criteria	Points
1	Qualifications (based on experience and references)	10
2	Proposed Unit Cost	10
3	Overall quality of the proposal	5
	TOTAL	25

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	10/28/2025
Proposal Packets Due – Close date	11/14/2025
Service Providers Scored	11/26/2025
Bid Award – Begin Agreement Negotiations	12/8/2025
Work to Begin	12/15/2025

VIII. CONTACT:

The city contact for the purposes of this RFQ is:

Ty Weingartner

316 N. Park Ave.

Helena, MT 59623

406.447.8406

tweingartner@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 RFQ, the reply will be made in the form of an addendum to this RFQ, 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.

1 hard copy and one electronic copy (PDF format) of the proposal must be submitted to:

City of Helena
Attn: Greater Helena MPO Manager
316 N Park Ave, Room 322
Helena, MT 59623

PROPOSALS MUST BE RECEIVED NO LATER THAN: **11/14/2025, at 2:00 p.m. (MST)**

Proposals may be withdrawn either personally or by written request at any time prior to the due date stated above for receiving proposals. No proposal 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 City is not responsible for costs associated with preparing proposals in response to this RFQ.

XI. RESERVATION OF RIGHTS BY THE CITY

The City reserves the right to reject any or all proposals, readvertise, to waive any irregularities in the proposals, and to accept the proposal 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 proposal or response to this RFQ.

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 **XXXXX**, 3424 East Highway 12, Helena MT 59601 hereinafter referred to as “Contractor,” 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.
3. The City of Helena receives Federal financial assistance from the United States Department of Transportation (DOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA) through the Montana Department of Transportation (MDT). As a recipient of said financial assistance, the City must comply with the requirements found in the United States Department of Transportation Standard Title IV/Non-Discrimination Assurances (“Assurances”), which is attached hereto as Exhibit A for reference.
4. To comply with the Assurances, the City must incorporate into its agreements with contractors the provisions found in Exhibits B and C of this Agreement, which are attached hereto and incorporated by reference into this Agreement.

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 provide City of Helena and the Greater Helena Area Metropolitan Planning Organization (GHAMPO) with professional and project management services for the xxx:
2. **Effective Date and Term:** This Agreement is effective upon execution by both parties and will terminate on: xx/xx/xxxx. Any extension of the term of this Agreement must be set forth in writing and signed by both parties.
3. **Scope of Services:** Contractor will perform the work and provide the services in accordance with the specifications and requirements as follows:

Any alteration or deviation from the above described work that involves extra costs will be permitted only upon written request by the City to Contractor 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 Contractor \$x.xx 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 Contractor 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 Contractor according to the following fee schedule

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

To receive payment, Contractor 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:**

6. **Professional Services:** Contractor agrees that the services provided will conform to the Agreement requirements, including all descriptions, specifications, and attachments made part of this Agreement. Contractor 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 Contractor 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 Contractor's expense, of any services failing to meet the standard of care contained in this paragraph.

7. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor 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. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor 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 Contractor'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, Contractor must send a proof of renewal to the City.

8. **Hold Harmless and Indemnification:** To the fullest extent permitted by law, Contractor 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 Contractor or Contractor's agents or employees.
9. **Liquidated Damages:** Contractor is not liable for any liquidated damages.
10. **Insurance:** Contractor will provide City with proof of Contractor'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 Contractor 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. Contractor must immediately notify the City of any changes to the Contractor's insurance policy during the term of this Agreement.

The Contractor'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 Contractor's insurance and shall not contribute with it.

11. **No Assignment, Transfer, Delegation, or Subcontracting:** Contractor 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:** Contractor 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. Contractor agrees to purchase a City business license if Contractor does not currently have one.
13. **Nondiscrimination:** Contractor agrees that Contractor 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. Contractor 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. Furthermore, Contractor agrees to abide by the provisions found in Exhibit B and Exhibit C of this Agreement, which are attached hereto as Assurance Requirements and incorporated by reference.

14. **Website Privacy Policy:** Contractor 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:** Contractor agrees to create and retain records supporting the services rendered in connection with this Agreement. Contractor 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 Contractor refuses to allow access to records as provided in this section. Contractor 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 Contractor 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 Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. 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: Tyler Weingartner
Address: 316 North Park Avenue, Room 220, Helena MT 59623
Phone: (406) 447-8406
E-Mail: tweingartner@helenamt.gov

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

Name:
Address:

E-Mail:

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 Contractor 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 Contractor for the services already provided as of the date of termination, City is not liable to Contractor 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:

Exhibit A - Assurances

Exhibit B – Assurance Requirements

Exhibit C – Assurance Requirements

Exhibit D – Scope of Services

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 CONTRACTOR

Signed: _____
By: Insert Name., Insert Title.

Dated: _____

APPROVED AS TO FORM:

Signed: _____
By: Rebecca Dockter, City Attorney

Dated: _____