MONTANA
Department of Transportation

Christopher Dorrington, Director

2701 Prospect ▪ PO Box 201001
Helena MT 59620-1001

Date: September 8, 2026

Subject: **Request for Proposals**
General Engineering Term Contract (2027-2029)

To Whom It May Concern:

The Montana Department of Transportation (MDT) is accepting proposals from consulting firms interested in a term contract for General Engineering Services as an extension of and in support of MDT staff in various disciplines.

MDT intends to establish term contract(s) to utilize consultants on an "as-needed" basis for the work described herein. At this time, the intention is to award four (4) agreements that will be approximately $500,000 each, for a three-year period from January 2027 through December 2029. MDT reserves the right to revise the number of term contracts, the contract values, or contract timeframes, depending on the responses received. Extension(s) of contracts, by mutual agreement of both parties, may be made at one (1) year intervals, or any interval that is advantageous to MDT. Contracts, including any renewals, may not exceed a total of five (5) years.

Teams may be established as necessary; however, it is expected that the prime consultant will be capable of completing the vast majority of the work. As a rule, the prime consultant must complete at least 50% of the work for a specific task assignment unless written exception is given.

Montana professional engineering licensure is required for this work and must be in-hand at the time your proposal is submitted. If this requirement is not met and clearly identified in the proposal, your proposal will be considered non-responsive.

If your firm is interested, please submit a proposal as described herein.

Consultant Design Bureau
Phone: (406) 444–6209
Fax: (406) 444–6253

An Equal Opportunity Employer

Engineering Division
TTY: (800) 335–7592
Web Page: www.mdt.mt.gov

SCOPE OF WORK

Due to internal resource shortages, probable workload, and potential project / task complexities, MDT has identified the need to augment existing staff resources with a general engineering services consultant. The consultant will function as an extension of MDT staff in a support capacity and in coordination with current MDT staff.

Possible work assignments included in this agreement may consist of any facet of transportation engineering, including but not limited to; program management, peer review of technical or design related submittals, preliminary engineering, environmental, geotechnical, geometrics, traffic and safety, asset analysis, grant assistance, structural engineering, transportation studies, and surveying. The consultant may be requested to perform tasks at the project or program level as directed by MDT.

LOCATION

Various – Statewide

PROJECT/TASK SCHEDULE AND DELIVERABLES

The project schedule will be developed and negotiated separately for each individual term/task assignment. At this time, it is anticipated that deliverables will generally follow those described in MDT's Consultant Activity Descriptions (as applicable): http://www.mdt.mt.gov/other/webdata/external/cdb/ACTIVITY_DESCRIPTIONS/CONSULTANT_DESIGN_2500_MU.PDF

STANDARDS, SPECIFICATIONS, AND POLICIES

Work is expected to follow MDT's various Manuals, Guides, and Policies. These items may be found on MDT's Design Consulting web page at: http://www.mdt.mt.gov/business/consulting/.

PROPOSAL SUBMITTAL

Submit one (1) electronic version (Adobe© PDF format) of the proposal. Hard copy proposals will not be accepted.

Submit the electronic version by uploading to the State of Montana File Transfer Service (FTS) site, which can be accessed at this link: https://transfer.mt.gov. To upload to FTS, an account must be created unless the person who is uploading already has an account. Uploading instructions can be accessed at https://transfer.mt.gov/Home/Instructions. When your proposal has been uploaded, the FTS system will prompt you for an email address to send to. Please send this email of your uploaded proposal to the following individuals:

Sheryl Tangen: stangen@mt.gov
Kelly Williams: kwilliams@mt.gov
Marla Stremcha: mastremcha@mt.gov

The Department must receive the proposals for this RFP no later than 3:00 PM MST, October 08, 2026.

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's responsibility to assure delivery at the specified office by the specified time. Offeror may request the State return late proposals at vendor's expense or the State will dispose of late proposals if requested by the offeror. (See Administrative Rules of Montana (ARM) 2.5.509.). If no request is made, late proposals become the property of the Department. All proposals submitted on time become the property of the Department.

The costs for developing and delivering responses to this solicitation are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of this submittal.

TENTATIVE RFP/SELECTION SCHEDULE

The anticipated schedule for consultant solicitation and selection for this contract is as follows (subject to change):

September 8, 2026:	RFP released
October 8, 2026:	Proposals due to be submitted to MDT Consultant Design
October 27, 2026:	Proposals reviewed, rated, and ranked by the evaluation committee
November 4, 2026:	Consultant Selection Board meeting to select consultant(s)

There are three (3) members on the evaluation committee for this RFP (subject to change):

1. MDT Consultant Design Engineer
2. MDT TA Engineer
3. MDT Consultant Design Project Manager

PROPOSAL CONTENTS

The proposal must contain the information listed in this section. The proposal is **limited to seven (7) pages**, not including the required Appendices. A single cover jacket/title page is allowed if desired and will not count in the page limit. Each page is defined as one side of a letter size sheet (no larger than 8 ½" x 11"), minimum font size of 10 (any information that is not font size 10 or larger will not be evaluated or considered for scoring purposes, including tables, charts, etc.). Evaluation of information will begin with the first page immediately following the cover jacket/title page, and every page will be counted, in order, from that point forward, including any table of contents or divider pages the firm wishes to include. Once the page limit is reached, any information included thereafter will be removed and not considered or scored. Please organize your proposal in the same order and numbering format as shown below, which will assist MDT in reviewing your proposal:

Questions

1) **Team Qualifications**
   Provide a discussion on how the team you propose to use for this contract (including subconsultants, if used) is best qualified to respond to the requirements of this contract. Discussion should focus on the requirements for this specific contract, particularly your team's expertise and experience, as it relates to the work described in the "Scope of Work" section above. Provide examples of previous related experience as it relates to these services. Identify professional licensure of staff that satisfy the requirements for this

contract. Include an organization chart that indicates the staff identified for this contract, their area of expertise, registration, and office location(s). Also briefly discuss your compatibility of systems, software, and equipment (i.e. CADD software, word processing software, etc.), and experience with these systems, software, and equipment. The Department's standard design software is Autodesk® technology included in the Architecture, Engineering & Construction (AEC) Collection. Describe any special equipment or software you intend to use. Resumes may be considered as supporting documentation to verify / supplement the qualifications described in the proposal. However, scoring will be based solely on the narrative response included in the Team Qualifications section of the proposal.

2) **Approach to Task Assignments**
Transportation work has many challenging aspects, and the development and delivery of a successful work product that addresses and mitigates specific challenges is of utmost interest to MDT. Discuss the challenges you foresee as they relate to this type of work, your strategy for addressing these challenges, and your specific experience in implementing the strategies identified. Describe your quality assurance/quality control process. Provide a discussion on your overall strategy for delivering work in a timely manner, including fast-tracked or emergency tasks and changing priorities.

Appendix A: Resumes

Include brief resumes for the key personnel to be assigned to the contract. **Resumes are limited to one (1) page per person.**

Appendix B: Cover Page Form

Include a completed version of MDT's standard cover page form, available at the following location:

http://www.mdt.mt.gov/other/webdata/external/cdb/MDT-CDB-002-Proposal-SOQ-Cover-Sheet.pdf

Information presented in the cover page form will not be considered in proposal scoring.

Appendix C: References

Submit references that includes a minimum of three (3) separate contracts from the past three (3) years. If applicable, you may submit multiple contracts for a single client. Each contract must pertain to work similar to the proposed scope of services. Include client name, a currently employed primary contact person, an alternative contact person, corresponding valid phone numbers and emails for both contacts, a range of contract value, and a brief description of the work performed. If MDT needs to use these references for the Past Performance Score (as described in the "Evaluation of Proposals" section below) and is unable to contact the required number of references after a reasonable effort, the firm will receive a zero for the missing reference(s).

EVALUATION OF PROPOSALS

All proposals will be evaluated in accordance with the following factors:

1) **Team Qualifications (75 points possible)**
2) **Approach to Task Assignments (75 points possible)**

3) **Record of past performance (30 points possible)**
    a) If two (2) or more MDT evaluations specific to the discipline for this contract are available for the consultant, the average score of these evaluations will be used. Evaluations for Project Management & Overall Performance will also be included.
    b) If fewer than two (2) MDT evaluations specific to the discipline for this contract are available for the consultant, but there are two (2) or more MDT evaluations are available for other work disciplines, the consultant's current overall past performance score from MDT evaluations will be used.
    c) If there is only one (1) MDT evaluation available for the consultant, the record of past performance score will be an average of the MDT evaluation and one (1) reference check from the references provided in the unbound attachment.
    d) If no MDT evaluations are available, the average score of two (2) reference checks from the references provided in the unbound attachment will be used for this score.

    Regardless of partnership/teaming relationships, the past performance of the prime consultant will be the past performance scored that will be used for this score.

All Proposals will be evaluated using the following basic scoring methodology:

- Outstanding/Exceptional response: 90-100% of the available points
- Good response: 70-90% of the available points
- Average response: 50-70% of the available points
- Poor response: 30-50% of the available points
- Qualifications not clearly met: 0-30% of the available points

Following the review, evaluation, and rating of all proposals, the final results will be presented to the Consultant Selection Board (Board) at the MDT Headquarters Building. At this time, the Board will select the most qualified firm(s) for TERM CONTRACT(S). The Board may consider any proposal scoring within 2% of another proposal as equally qualified and take into account its knowledge of the firms' workload, past performance, and familiarity with the specific work to be performed in selecting the most-qualified consultant(s).

SELECTION OF CONSULTANTS FOR TASK ASSIGNMENTS

If multiple consultants are selected and multiple term contracts are awarded, task or work orders (term assignments) will be awarded through an additional qualifications-based selection procedure. This selection procedure will be comprised of selecting a firm in accordance with the following weighted factors:

1) **Qualifications for specific Task Assignment (60 points possible)**
    a) Using the proposals submitted in response to this RFP and work performed with MDT since the submittal of this proposal: an evaluation of the consultant's qualifications as related to the specific knowledge, skills, and abilities required for the individual task assignment, including familiarity with the region in which the task assignment is located. Firm office location is not the determining factor for this score. (50 points possible)
    b) As relating to this type of work, the firm's current workload and amount of recent work with MDT. (10 points possible)

INDIRECT COST RATE REQUIREMENTS

Proof of the firm's Indirect Cost Rate (overhead rate) is ***not required*** with this proposal submittal. However, an Indirect Cost Rate may be required prior to executing a contract according to MDT's Indirect Cost Rate Requirements.

All submitted indirect cost rates must be calculated in accordance with 23 CFR 172 for the cost principles of 48 CFR part 31 and include the required items identified in the MDT Indirect Cost Rate Policy located in Appendix A of the Consultant Services Manual on the MDT Internet website.
http://www.mdt.mt.gov/other/webdata/external/cdb/consultant_manual/consultant-design-manual_combined.pdf

Do not show any actual numerical financial information such as the overhead rate or personnel rates within your proposal. Specific cost information of the firm or team should not be part of the proposal.

AGREEMENT REQUIREMENTS

Contract agreements will generally be administered on a cost plus fixed fee basis. The contracts will have negotiated cost ceilings. If a consulting firm is selected for a specific contract and a contract agreement is successfully negotiated, certain financial information will be required as part of the contract agreement. As described in the Indirect Cost Rate Requirements section above, all Consultants and subconsultants must provide the Department with an Indirect Cost Rate (as applicable) audited (when applicable) in accordance with 23 CFR 172 for the cost principles of 48 CFR Part 31 and based on the firm's latest completed fiscal year's costs. Personnel rates, profit, and direct expenses must be clearly outlined and provided to the Department. The standard MDT agreement can be found at the following address:
http://www.mdt.mt.gov/other/webdata/external/cdb/forms/pdf/General-Terms-and-Conditions.pdf

Do not submit actual numerical financial information within this proposal.

STATE OPTION TO AWARD

While the State has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the State to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal (ARM 2.5.505);
- Not award a contract, if it is in the State's best interest not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate funds are not available (18-4-313, MCA).

SINGLE POINT OF CONTACT

From the date this solicitation is issued until the consultant selection is finalized by MDT at the Consultant Selection Board meeting, offerors are not allowed to communicate with any state staff or officials regarding this solicitation, except at the direction of the Consultant Design Engineer. If unauthorized contact is made and the Consultant Design Engineer determines the context of the contact gives the firm an unfair advantage, the firm will be disqualified from the solicitation. Contact information for the single point of contact is as follows:

Kelly Williams
Consultant Design Engineer
Montana Department of Transportation
(406) 444-7964 (Direct Line)
kwilliams@mt.gov

DBE GOALS

There are no DBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE list is available and can be found on the MDT web page, *http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml*.

NONDISCRIMINATION COMPLIANCE

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice titled "MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE").

If you have any questions, please contact me at (406) 444-7964, or by email at kwilliams@mt.gov. I look forward to receiving your proposal.

Sincerely,

Kelly Williams

Kelly Williams, P.E.
Consultant Design Engineer

Attachment

e-copies:

Mary Erchul, ACEC Executive Director-MT Chapter
Dustin Rouse, MDT Chief Engineer
Ryan Dahlke, MDT Preconstruction Engineer
Dave Holien, MDT Highways Engineer
Erika Wimmer, MDT Civil Rights Bureau Chief
Vacant, MDT Consultant Plans Engineer
Roy Peterson, MDT TA Engineer
MDT Consultant Design Bureau file

Rev. 01/2026

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

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

Federal protected classes	State protected classes
Race, color, religion, national origin, sex, age, disability, and genetic information.	Race; color; national origin; familial or marital status; pregnancy, childbirth, or medical conditions related to pregnancy or childbirth; creed; social origin or condition; genetic information; sex, sexual orientation, gender identification or expression; ancestry; age; mental or physical disability; political or religious affiliations or ideas; military service or veteran status; vaccination status or possession of immunity passport.

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.

b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:

   i. Statement that PARTY does not discriminate on the grounds of any protected classes.

   ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).

iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
iv. Information on how to request information in alternative accessible formats.

c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY must comply with applicable federal and state laws regarding the DBEs, including but not limited to 49 CFR Part 26.

b. By signing this agreement the PARTY assures that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it

or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 *et seq.*), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Sections 162 and 301(g) of the Federal-Aid Highway Act of 1973, (Public Law No. 93-87, 87 Stat. 250, codified at 23 U.S.C. § 324), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Section 520 of the Airport and Airways Improvement Act of 1982, (49 U.S.C. § 47123), (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (Public Law No. 100-259), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (42 U.S.C. §§ 12131 through 12189), which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and

certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraphs one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives cited therein. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

Rev. 01/2026

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

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

Federal protected classes	State protected classes
Race, color, religion, national origin, sex, age, disability, and genetic information.	Race; color; national origin; familial or marital status; pregnancy, childbirth, or medical conditions related to pregnancy or childbirth; creed; social origin or condition; genetic information; sex, sexual orientation, gender identification or expression; ancestry; age; mental or physical disability; political or religious affiliations or ideas; military service or veteran status; vaccination status or possession of immunity passport.

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.

b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:

   i. Statement that PARTY does not discriminate on the grounds of any protected classes.

   ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).

iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
iv. Information on how to request information in alternative accessible formats.

c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY must comply with applicable federal and state laws regarding the DBEs, including but not limited to 49 CFR Part 26.

b. By signing this agreement the PARTY assures that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it

or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 *et seq.*), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Sections 162 and 301(g) of the Federal-Aid Highway Act of 1973, (Public Law No. 93-87, 87 Stat. 250, codified at 23 U.S.C. § 324), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Section 520 of the Airport and Airways Improvement Act of 1982, (49 U.S.C. § 47123), (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (Public Law No. 100-259), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (42 U.S.C. §§ 12131 through 12189), which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and

certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraphs one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives cited therein. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.