

Date: October 8, 2025

Subject: **Request for Proposals**  
Development of Traffic Speed Deflection Devices (TSDDs)  
STPX STW-0(059)  
UPN 6704000

To Whom It May Concern:

The Montana Department of Transportation (MDT) is accepting proposals from consulting firms interested in a special project to develop and incorporate Traffic Speed Deflection Device (TSDD) data into the routine business processes of MDT. One firm will be selected to perform the work specified herein.

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, and the proposal must clearly identify the prime for this contract. As a rule, the prime consultant must complete at least 50% of the work for a specific project or 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.

## **SCOPE OF WORK**

The scope of work is to perform engineering services for the implementation of the Traffic Speed Deflection Device (TSDD). MDT currently collects network-level Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) on all state-maintained routes except Interstate. Approximately 800 miles of TSDD data will be collected annually by MDT over the next three years to complete MDT's structural condition dataset. The goal of this project is to establish guidelines and procedures for the use of TSDD to augment the structural condition evaluation of MDT's entire highway system to better inform pavement asset management and flexible pavement design decisions. The contract will be phased over multiple years.

### **Task 1 - Development of Draft Initial Guidelines for TSDD Data Use (Year 1)**

1. Review MDT's current use of non-destructive testing technology (FWD & GPR) for pavement asset management, and flexible pavement design.
2. Analyze the current state of practice for TSDD to identify processes and methods to incorporate TSDD alongside FWD for network and project-level decision making at MDT.
3. Draft preliminary guidelines for instituting TSDD data and analytics for project- and network-level operations, including a QA/QC process to evaluate the quality of TSDD data, a detailed methodology on how to incorporate TSDD, FWD, and GPR to evaluate pavement structural condition at the network level, a detailed methodology to use TSDD data, along with additional data sources, and for the estimation of layer moduli for use in flexible pavement design methodologies (AASHTO 93).
4. Deliverable: Summarize findings and recommendations in a report and provide draft guidelines document.

### **Task 2 - Analysis of Field Data to Assess Proposed TSDD Guidelines (Year 2)**

1. Analyze MDT's TSDD data to determine the practicality and applicability of the proposed guidelines for network- and project-level procedures.
2. Verify TSDD measurements correlate with the FWD when compared to the proposed methods from Task 1 to predict the structural condition, including indices proposed for network-level evaluation of pavement structural conditions and estimated layer moduli for use in flexible pavement design procedures.
3. Refine proposed guidelines based on the result of comparative analyses.
4. Deliverable: Summarize findings and recommendations in a report and provide revised guidelines document.

### **Task 3 - Develop Final TSDD Use Guidelines (Year 3)**

1. Using outcomes from the previous tasks, develop a technical manual for the use of TSDD and other pavement structural data for network- and project-level applications, including detailed methodology and step-by-step guides for QA/QC of TSDD data, calculation of structural condition indices to be used to classify pavement into appropriate structural soundness categories, and use of TSDD data for estimation of layer moduli for use in flexible pavement design calculations.
2. Deliverable: Provide final guidelines document.

The consultant selected for this work must demonstrate qualifications for all necessary services for a comprehensive study of this nature.

The following qualifications are desired from the consultant:

### **Educational Background & Professional Certification**

1. A team with an educational background in Engineering, Geophysics, Data Science, and/or related fields.
2. Licensure as a MT professional engineer is required.

### **Professional Experience**

1. Experience in non-destructive testing of roadways, pavement management, and pavement engineering.
2. Specialized expertise in pavement structural data collection and analysis.
3. Experience developing guidelines or manuals for implementation of data collection and analytical processes.

At the conclusion of this study the contract may be amended for additional services to include further refinement of pavement structural condition data for use in pavement asset management and pavement design decisions. Alternatively, a separate RFP may be advertised.

By submitting a proposal, it is understood your firm has capacity to complete the work requested in a timely manner (in accordance with the negotiated schedule) and that you have an internal quality assurance/quality control process achieving industry standard expectations for quality.

### **LOCATION**

This project serves statewide purposes.

### **PROJECT SCHEDULE AND DELIVERABLES**

The project schedule will be developed and negotiated prior to executing the contract agreement.

### **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](mailto:stangen@mt.gov)

Kelly Williams: [kwilliams@mt.gov](mailto:kwilliams@mt.gov)

Thaddeus Lesnik: [tlesnik@mt.gov](mailto:tlesnik@mt.gov)

**The Department must receive the proposals for this RFP no later than 3:00 PM MST, November 12, 2025.**

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):

- October 8, 2025: RFP released
- November 12, 2025: Proposals due to be submitted to MDT Consultant Design
- November 25, 2025: Proposals reviewed, rated, and ranked by the evaluation committee
- December 3, 2025: Consultant Selection Board meeting to select consultant
- December 10, 2025: Scoping meeting with selected consultant

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

1. MDT Pavement Analysis Engineer
2. MDT Non-Destructive Testing Supervisor
3. MDT Pavement Design Engineer

### **PROPOSAL CONTENTS**

The proposal must contain the information listed in this section. The proposal is **limited to five (5) 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. 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 project (including subconsultants, if used) is best qualified to respond to the requirements of this project. Discussion should focus on the requirements for this specific project, 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 project experience as it relates to these services. Identify professional licensure of staff that satisfy the requirements for this contract. Include an organizational chart of your team for this project. 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 supplemental information for scoring this question.

## **2) Project Approach**

The deployment of new technology in transportation presents unique challenges, and MDT is particularly interested in approaches that anticipate and address these complexities. Please describe your approach to the project, the challenges you foresee for this project, your strategy for overcoming them, and your relevant experience implementing similar solutions.

### **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 two (2) 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 (50 points possible)**
- 2) Project Approach (100 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) to perform the work. The Board may consider any proposal scoring within 2% of the highest-scoring proposal as equally qualified and take into account its knowledge of the firms' workload, past performance, and familiarity with the project area and local entities in selecting the most-qualified consultant. In the event that a firm cannot be identified as the most qualified through an evaluation of these proposals, MDT reserves the right to narrow down the list of responding firms to an appropriate short list. Short-listed firms will either be asked to provide a supplemental proposal or asked to be interviewed or provide a presentation. Scores from the proposals, supplement project proposals (if used), and interviews (if used) will be carried forward to determine final consultant score. Consultant selection is finalized by MDT at the Consultant Selection Board meeting.

### **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](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 project 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](mailto:kwilliams@mt.gov)

## **DBE GOALS**

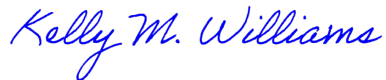
There are no DBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE list is available and can be found on the MDT web page, <http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml>.

## **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](mailto:kwilliams@mt.gov). I look forward to receiving your proposal.

Sincerely,



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

Jason Senn, MDT Consultant Plans Engineer  
Roy Peterson, MDT TA Engineer  
MDT Consultant Design Bureau file  
Jeff Jackson, MDT Geotech & Pavement Bureau Chief  
DJ Berg, MDT Pavement Analysis Engineer



# **ATTACHMENT 1**

## **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

Race, color, religion, national origin, sex, age disability, and genetic information.

State protected classes

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 will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)
- 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), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation

systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

*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 paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The 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.