

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2018-003

**12th AVENUE SOUTH CORRIDOR STUDY
MOORHEAD, MN**

February 20, 2018

APPROVED:


**Michael Maddox
Metro COG, Interim Director**

REQUEST FOR PROPOSALS (RFP)

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) is seeking requests for proposals from qualified consultants for the following:

12th Avenue South Corridor Study

Selection criteria will follow a qualifications-based review process to analyze proposals from responding consultants. The most qualified candidates will be invited to present an oral interview. Upon completion of technical ranking, oral interviews and possible discussion with candidate consultants, Metro COG will enter into negotiations with the top ranked consulting firm. The consultant will submit with their response to this RFP a **sealed cost proposal**. The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all cost proposals submitted. This project will be funded in part with federal transportation funds and has a not-to-exceed budget of **\$175,000 dollars**.

Interested firms may request a hard copy of this RFP by telephoning 701.232.3242, or by email at leach@fmmetrocog.org. Copies will be posted on the North Dakota Department of Transportation QBS website (www.dot.nd.gov) and will also be available for download in PDF format at www.fmmetrocog.org.

All applicants must be prequalified with NDDOT. If not prequalified with the NDDOT, applicants will be required to submit a completed Standard Form 330 (Exhibit D) with their submittal of information.

All proposals received by **4:30 pm on Friday, March 16, 2018** at Metro COG's office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit six (6) hard copies and one (1) PDF copy of the proposal. The full length of each proposal should not exceed fifteen (15) double-sided pages for a total of thirty (30) pages; including any supporting material, charts, or tables.

Hard copies of technical and/or cost proposals should be delivered to the contact below:

Adam Altenburg, AICP
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102
altenburg@fmmetrocog.org
701-232-3242 ext. 34

Fax versions will be not accepted as substitutes for the hard copies. Once submitted, the proposals will become the property of Metro COG.

Note – This document can be made available in alternative formats for persons with disabilities by calling Savanna Leach, Executive Secretary at 701.232.3242 or email at leach@fmmetrocog.org.

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I. Agency Overview

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) serves as the Council of Governments (COG) and Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota metropolitan area. As the designated MPO for the Fargo-Moorhead metropolitan area, Metro COG is responsible under federal law for maintaining a continuous, comprehensive, and coordinated transportation planning process.

Metro COG is responsible, in cooperation with the North Dakota and Minnesota Departments of Transportation (NDDOT and MnDOT, respectively) and local planning partners, for carrying out the metropolitan transportation planning process and other planning issues of a regional nature. Metro COG represents eleven cities and portions of two counties that comprise the Metro COG region in these efforts.

II. Purpose of Request

The intent of this RFP is to obtain professional consultant services to conduct a transportation corridor study along 12th Avenue South in Moorhead, MN. The study, extending from River Drive to Main Avenue SE, will evaluate different alternatives for management of existing and future traffic flow; with discussion on alternative lane configurations, access management, on-street parking recommendations, intersection control options, alternative intersection designs, bicycle and pedestrian connectivity, transit needs, and potential impacts to intersecting streets.

III. Background Information

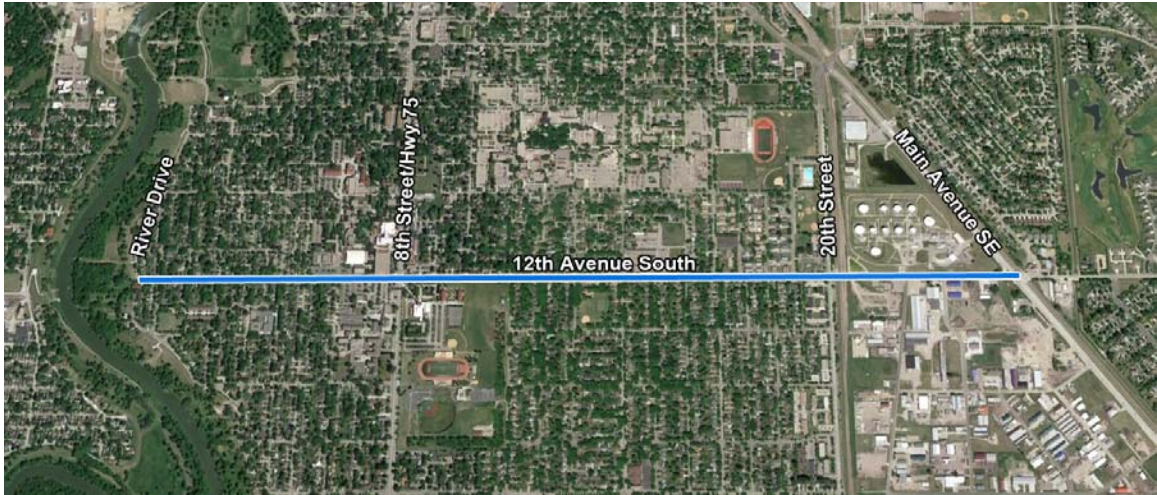
The 12th Avenue South corridor is an important east-west transportation corridor through the City of Moorhead, currently running from River Drive to past 40th Street, near Horizon Middle School. Beyond Moorhead's city limits, the corridor continues on to MN 336, an important linkage connecting Hwy 10 and I-94. The roadway has several functional classifications including local, collector, and minor arterial; with traffic volumes ranging from 285 AADT to 5,505 AADT.

From River Drive to 18th Street, the corridor is bordered by predominantly low-density single-family housing, with areas of institutional development. The corridor bisects Concordia College from 5th Street to 11th Street, which is an important pedestrian hub with a student population of over 2,500. Other institutional properties abut 12th Avenue along the north side from 14th to 16th Street (a former elementary school) and from 17th to 18th Street (a church).

From 18th Street to 20th Street, the corridor abruptly transitions from single-family homes to multi-family apartment buildings. A higher concentration of environmental justice communities are present in this area. Beyond 20th Street to Main Avenue, the corridor is predominantly industrial, with an at-grade crossing of the BNSF Railroad (one mainline and 4 spur tracks) just east of 20th Street. There is also an at-grade crossing of the Otter Tail Valley Railroad just east of Main Avenue.

The corridor is bisected by two one-way pairs, including 4th and 5th Streets and 11th and 14th Streets. The corridor also intersects 8th Street/Hwy 75, a trunk highway and principal arterial approaching 20,000 AADT.

This information is not meant to fully define the study for the consultant nor is intended to relay all of the issues that may be defined during the course of the study. It is only intended to provide a context for the corridor and to provide background information.



Map of Proposed Study Area

IV. Project Objective

The objective of the 12th Avenue South Corridor Study is to identify a recommended set of potential improvement projects for consideration in future construction programs, derived from a transparent, rational, and meaningful transportation planning process.

The recommendations of this study will include short- and long-term solutions for current and anticipated travel demand that are best suitable to adjacent land uses along the corridor. The recommendations should provide reasonable detail including but not limited to: number and width of lanes, whether or not on-street parking should be allowed, vertical and horizontal alignments to determine right-of-way widths, intersection configurations including turn lanes and traffic control, railroad crossing improvements, utility relocations, and bicycle, pedestrian and transit facilities.

V. Scope of Work and Performance Tasks

Metro COG is seeking a consultant that can not only provide the typical qualifications necessary in the development of the corridor study but also has the ability to demonstrate pro-activeness, vision, innovation, and collaboration in examining and proposing study alternatives.

Outlined below is the scope of work that will guide development of the 12th Avenue South Corridor Study for Moorhead. Metro COG has included the following scope of work to provide interested consultants insight into study intent, context, coordination, responsibilities, and other elements to help facilitate proposal development. This outline is not necessarily all-inclusive and the consultant may include in the proposal any additional tasks deemed necessary to successfully complete the study.

At a minimum, the consultant will be expected to establish detailed analyses, recommendations, and/or deliverables for the following tasks:

Task 1: Project Management. This task involves activities required to manage the study including staff, equipment, and documentation. It also includes the preparation of monthly progress reports, documenting travel and expense receipts, and preparing and submitting invoices. This task also includes bi-weekly progress meetings with Metro COG, the preparation of meeting agendas, and reporting of all meeting minutes.

Task 2: Purpose and Needs Statement. The consultant will develop a purpose and needs statement that identifies transportation issues along the 12th Avenue South corridor. This statement should summarize each of the issues to be addressed within the planning study as the basis for identifying and evaluating alternatives.

Task 3: Data Collection and Existing Conditions. The consultant will identify information and data needed to accomplish all facets of the planning effort; will gather and evaluate information and data already available; and, will collect or develop any additional information required to accomplish the work tasks. All data collection needed to complete technical analyses will be the responsibility of the consultant.

Any existing data used in this effort will be adequately referenced to allow study users and reviewers the ability to identify the referenced data and information. Any new data and information collected or developed by the consultant will become the property of Metro COG and the City of Moorhead.

The consultant should review, evaluate, and document all relevant information and data along the corridor, including but not limited to the following:

- Adopted comprehensive plan, community plans, transportation studies, land use information, zoning districts, and other development standards and regulations
- Adopted Long Range Transportation Plan and associated data
- Current Metro COG Transportation Model
- Traffic counts, accident data, on-street parking utilization rates, signal warrants, aerial photos, major street network classifications, sign inventories, traffic signal data, GIS/CADD property and right-of-way maps, funding data, etc.
- Geometrics, typical roadway sections, and pavement conditions
- Signalized and unsignalized intersection capacity analyses, travel speeds, turning movements, roadway widths, right-of-way widths, number of lanes, access management, freight rail traffic, sidewalk inventories, bike lanes, ADA ramp locations, transit ridership, transit maps, and route information
- U.S. Census Bureau data
- Building permits, utility records, and lighting
- Socioeconomic data and projections
- GIS data/shapefiles, as available from the City of Moorhead, Metro COG, and other sources

Task 4: Future Conditions. The consultant will work with Metro COG and the City of Moorhead to prepare 25-year traffic projections for 12th Avenue South, major intersections, and selected intersecting roadways. Traffic projections will be subject to review and concurrence by the City of Moorhead and Metro COG staff and include a traffic analysis with a no-build option.

The consultant's examination of future conditions should help determine future capacities, identify locations with future potential for capacity, and note safety deficiencies, along with costs for correcting those deficiencies. The consultant should also examine community impacts resulting from an increase in traffic flow.

Task 5: Alternatives Analysis and Development. The consultant will provide a thorough analysis of level of service impacts for 12th Avenue and intersecting roadways. This analysis will help in the development of roadway section alternatives, intersection alignments and configurations, lane adjustments, intersection control evaluation, pedestrian crossings, non-motorized traffic accommodations, and intersection control. The alternatives analysis and development should include a focus on Complete Streets improvements along the corridor.

Task 6: Recommendations. Based on identified issues and preferred development strategies, a number of alternatives will be identified for the 12th Avenue corridor. These include, at minimum, at least one no build alternative and two build alternatives for the study area. Each build alternative may include a number of sub-alternatives to satisfy both the purpose and need for the study.

The following should be included for the development and analysis of the alternatives:

- Description of no-build alternative(s)
- Description of proposed build alternatives and sub-alternatives
- Analysis and review of all alternatives which include the following (as applicable):
 - a) Recommended roadway sections to meet future capacity needs
 - b) Geometric improvements/typical sections
 - c) Intersection control
 - d) Safety improvements
 - e) Access management strategies
 - f) On-street parking recommendations
 - g) ADA/bicycle/pedestrian connectivity
 - h) Transit operations
 - i) Railroad impacts
 - j) Right-of-way and utility impacts
 - k) ITS/traffic operations analysis
 - l) Lighting enhancements
 - m) Streetscaping
 - n) Conformity with approved transportation studies and other community planning efforts
- Summary of estimated costs for all build alternatives and sub-alternatives

Each alternative should include a matrix of impacts and be prepared in a manner in which the public can graphically see what is being proposed and its impact on the corridor.

Task 7: Public Involvement Strategy. The study development process will entail public involvement that is consistent with Metro COG's Public Participation Plan (PPP). The consultant will include a brief public involvement strategy in response to this RFP. The proposed involvement plan will be reviewed and approved during the negotiation of a final contract. The proposed strategy should include the following at a minimum:

- Mechanisms for informing and educating the public about the study development process and any significant issues under consideration.
- Mechanisms for gathering public response to the consultant's recommendations and alternatives along with plans for informing and gathering input from units of local government, including appropriate boards and commissions.
- Mechanisms for presenting proposed actions and alternatives at public meetings.
- Mechanisms for documenting involvement, as well as analyzing and summarizing responses received during all phases of the study development process.
- Examples of materials/processes the consultant proposes to use to communicate to and solicit input from the public (media releases, handouts, websites, displays, questionnaires/surveys, graphics, etc.).
- Innovative public involvement techniques and visualizations.
- A clear identification of methods by which traditionally underserved populations are involved in the study development, as well as an analysis of how low income and minority populations are being impacted by proposed alternatives. The study will have a summary of outreach methods, as well as a dispensation of any comments received from such populations.

Study Review Committee. Development of the 12th Avenue South Corridor Study will be guided by a Study Review Committee (SRC), which will provide oversight and input into the development of the corridor study. The consultant should expect at least four (4) meetings with the SRC, which can be coordinated with public involvement meetings so as to make efficient use of any travel expenditures. Metro COG will be responsible for coordinating and scheduling SRC meetings and assisting the consultant in developing agendas. The consultant will be expected to work closely with Metro COG on coordination and distribution of materials to the SRC as applicable to consultant work tasks, as well as recording meeting minutes.

Initial Presentations. The study will involve a minimum of one (1) personal appearance with both Metro COG's Transportation Technical Committee (TTC) and Policy Board; and one (1) appearance before the Moorhead Planning Commission and City Council.

Public Involvement Meetings. The consultant will be responsible for the facilitation of, at a minimum, two (2) public involvement meetings during the study process. The first public meetings should take place at the beginning of the study to gather opinions and concerns from the public. Input from the public meeting will be logged and recorded and any concerns and suggestions should be addressed in the final study. After a draft study

report has been reviewed and commented on by the City of Moorhead and Metro COG, a second public meeting should be held to present alternatives and gather additional opinions and concerns from the public. For these meetings, the consultant will be responsible for all notices and public announcements.

Final Presentations. After the final public involvement meeting, Metro COG, along with the consultant, will seek final study acceptance from Metro COG's TTC and Policy Board, followed by formal approval from the Moorhead Planning Commission and City Council.

Task 8: Executive Summary. Upon completion of the final study, the consultant will develop an executive summary which relays all pertinent information to the public in an easy-to-follow format.

Task 9: Deliverables. The consultant will be responsible for providing six (6) bound hard copies and a reproducible original of the study in PDF format. All meeting summaries and technical analyses will be included in the appendix of the study.

VI. Implementation Schedule

1) Consultant Selection.

Advertise for Consultant Proposals	2/20/2018
Deadline for RFP Clarifications/Questions	3/2/2018
Due Date for Proposal Submittals (by 4:30 pm)	3/16/2018
Review Proposals/Identify Finalists	(week of) 3/19/2018
Interview Finalists	(week of) 3/26/2018
Metro COG Policy Board Approval/Consultant Notice	4/19/2018
Contract Negotiations	(week of) 4/23/2018

2) Project Development (Major Milestones).

Notice to Proceed	(week of) 4/23/2018
Project Start-Up/Mobilization	(week of) 4/30/2018
Draft Study Completed	March 2019
Final Documents Completed/Project Closeout	May 2019
Final Invoices Received	June 2019

VII. Evaluation and Selection Process

Selection Committee. Metro COG has established a selection committee to select a consultant. The selection committee will consist of representatives from Moorhead Engineering, Moorhead Planning, MATBUS, MnDOT, Concordia College, and Metro COG.

The consultant selection process shall be administered under the following criteria:

- 20% The consultant's past experience with similar projects, including the consultant's ability, familiarity, and involvement in handling similar types of activities
- 20% Specific qualifications of the consultant's project manager and key staff's experience related to the development of similar studies
- 20% The consultant's project understanding, proposed project approach and methodology, project work plan, and project management techniques
- 20% The consultant's record of past performance on similar projects, including quality of work, ability to meet deadlines, and ability to control costs
- 20% Current workload and the availability of key personnel and other resources to perform the work within the specified timeframe

The selection committee, at the discretion of Metro COG and under the guidance of NDDOT policy, will entertain formal oral presentations for the top candidates to provide additional input into the evaluation process. Oral presentations will be followed by a question and answer period during which the selection committee may question the prospective consultants about their proposed approaches.

A consultant will be selected on or before April 27, 2018 based on an evaluation of the proposals submitted, the recommendation of the selection committee, and approval by Metro COG's Policy Board.

Metro COG reserves the right to reject any or all proposals or to waive minor irregularities in said proposal, and reserves the right to negotiate minor deviations to the proposal with the successful consultant. Metro COG reserves the right to award a contract to the consulting firm or individual that presents the proposal, which, in the sole judgement of Metro COG, best accomplishes the desired results.

This RFP does not commit Metro COG to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for any services or supplies. Metro COG reserves the right to withdraw this RFP at any time without prior notice.

All proposals, whether selected or rejected, shall become the property of Metro COG.

VIII. Proposal Content and Format

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the consultant seeking to provide comprehensive services specified herein for Metro COG and the City of Moorhead, in conformity with the requirements of the RFP. The proposal should demonstrate qualifications of the firm and its staff to undertake this project. It should also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Work and Performance Tasks.

At minimum, proposals shall include the following information:

- 1) **Contact Information.** Name, telephone number, email address, mailing address, and other contact information for the consultant's project manager.
- 2) **Introduction and Executive Summary.** This section shall document the firm name, business address (including telephone, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major features that may differentiate this proposal from others, if any.
- 3) **Work Plan and Project Approach Methodology.** Proposals shall include the following, at minimum:
 - a. A detailed list of tasks and subtasks to be completed, including a description of how they will be completed. A detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP; a detailed approach for completing the plan and a summary of the proposed methodology to establish consensus on recommendations within the final product;
 - b. Milestones for the development of the project and completion of individual tasks should be submitted with the proposal.
 - c. A timeline for completion of the requested services, including all public involvement opportunities and stakeholder meetings.
 - d. List of projects of similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
 - e. List of the proposed principal(s) who will be responsible for the work, proposed project manager and project team members (with resumes).
 - f. A breakout of time and budget for each member identified as a participant in the development of the project.
 - g. A list of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned.
 - h. List of client references for similar projects described within the RFP.
 - i. Required Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms participation documentation, if applicable.
 - j. Ability of firm to meet required time schedules.
- 4) **Signature.** Proposals shall be signed in ink by an authorized member of the firm/project team.
- 5) **Attachments.** Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:
 - Exhibit A – Cost Proposal Form
 - Exhibit B – Debarment of Suspension Certification
 - Exhibit C – Certification of Restriction on Lobbying
 - Exhibit D – Standard Form 330 (if required – see page 2).

IX. Submittal Information

Hard copies of technical and/or cost proposals should be delivered to the contact below:

Adam Altenburg, AICP
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102-4807
altenburg@fmmetrocog.org

All proposals received by **4:30 pm on Friday, March 16, 2018** at the Metro COG office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit six (6) hard copies and one (1) PDF copy of the proposal. The full length of each proposal should not exceed fifteen (15) double-sided pages for a total of thirty (30) pages; including any supporting material, charts or tables.

The consultant may ask for clarifications of the RFP by submitting written questions to the Metro COG project manager identified above. Questions regarding this RFP must be submitted no later than March 2, 2018. No response will be given to verbal questions. Metro COG reserves the right to decline a response to any question if, in Metro COG's assessment, the information cannot be obtained and shared with all potential firms in a timely manner. All questions along with responses will be forwarded to all applicants on or after March 5, 2018.

X. General RFP Requirements

- 1) **Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name, with a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly "not to exceed" amount and shall follow the general format as provided within Exhibit A of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the consultant identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services, negotiations will be terminated and negotiations will begin with the next most qualified consultant. This process shall continue until a satisfactory contract has been negotiated.
- 2) **Consultant Annual Audit Information for Indirect Cost.** Consulting firms proposing to do work for Metro COG must have a current audit rate no older than fifteen (15) months from the close of the firms Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This document must be attached with the sealed cost proposal.**

- 3) **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** Respondents must attach signed copies of Exhibit B – Debarment of Suspension Certification and Exhibit C – Certification of Restriction on Lobbying within the sealed cost proposal, as well as Exhibit D – Standard Form 330 (if required).
- 4) **Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his/her ability to perform or finance this work.
- 5) **Disadvantaged Business Enterprise.** Pursuant to U.S. Department of Transportation policy and 49 CFR Part 26, Metro COG supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota or Minnesota shall be included within the proposal. If the consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the subcontractor’s certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.
- 6) **U.S. Department of Transportation Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants are advised to review and consider the *U.S. Department of Transportation Policy Statement on Bicycle and Pedestrian Accommodation* issued in March of 2010 when developing written proposals.
- 7) **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Consultants are advised to follow procedures contained in the *North Dakota Department of Transportation Consultant Administration Services Procedure Manual*, which includes pre-qualifications of consultants. Copies of the manual may be found on Metro COG’s website at www.fmmetrocog.org or the NDDOT website at www.dot.nd.gov.

XI. Additional Information

A list of additional reference documents and information may be made available for consultants upon request.

XII. Contractual Information

- 1) Metro COG reserves the right to reject any or all proposals or to award the contract to the next most qualified consulting firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. Metro COG shall not pay for any information contained in proposals obtained from participating firms.

- 2) Metro COG reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
- 3) Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by the Metro COG Policy Board.
- 4) If, through any cause, the consultant shall fail to fulfill in a timely and proper manner the obligations agreed to, Metro COG shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- 5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by Metro COG and shall contain, as a minimum, applicable provisions of the RFP. Metro COG reserves the right to reject any agreement that does not conform to the RFP and any Metro COG requirements for agreements and contracts.
- 6) The consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.

XIII. Payments

The selected consultant shall submit invoices for work completed to Metro COG. Payments shall be made to the consultant by Metro COG in accordance with the contract after all required services, as well as items identified in the scope of work and performance tasks, have been completed to the satisfaction of Metro COG.

XIV. Federal and State Funds

The services requested within this RFP will be partially funded with funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). As such, the services requested by this RFP will be subject to federal and state requirements and regulations.

The services performed under any resulting agreement shall comply with all applicable federal, state, and local laws and regulations. In addition, this contract will be subject to the relevant requirements of 2 CFR 200.

XV. Title VI Assurances

Prospective consultants should be aware of the following contractual requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

- 1) **Compliance with Regulations.** The consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of

Transportation, 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).

- 2) **Nondiscrimination.** The consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the consultant of the contractor's obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.
- 4) **Information and Reports.** The consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro COG or NDDOT to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to Metro COG, or NDDOT, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the consultant's noncompliance with the nondiscrimination provisions as outlined herein, Metro COG and NDDOT shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:
 - a) Withholding of payments to the consultant under the contract until the consultant complies, and/or;
 - b) Cancellation, termination, or suspensions of the contract, in part or in whole.
- 6) **Incorporation of Title VI Provisions.** The consultant shall include the provisions of Section XIII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as Metro COG, the U.S. Department of Transportation, or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a

consultant becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the consultant may request Metro COG enter into such litigation to protect the interests of Metro COG; and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 USC 324; age, 42 USC 6101; disability/handicap, 29 USC 790; and low income, EO 12898.

XVI. Termination Provisions

Metro COG reserves the right to cancel any contract for cause upon written notice to the consultant. Cause for cancellation will be documented failure(s) of the consultant to provide services in the quantity or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the consultant without additional harm to the participants or Metro COG.

Metro COG may cancel or reduce the amount of service to be rendered if there is, in the opinion of Metro COG, a significant increase in local costs; or if there is insufficient state or federal funding available for the service; thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, Metro COG will notify the consultant in writing ninety (90) days in advance of the date such actions are to be implemented.

In the event of any termination, Metro COG shall pay the agreed rate only for services delivered up to the date of termination. Metro COG has no obligation to the consultant, of any kind, after the date of termination. The consultant shall deliver all records, equipment, and materials to Metro COG within twenty-four (24) hours of the date of termination.

XVII. Limitation on Consultant

All reports and pertinent data or materials are the sole property of Metro COG and may not be used, reproduced, or released in any form without the explicit, written permission of Metro COG.

The consultant should expect to have access only to the public reports and public files of local governmental agencies and Metro COG in preparing the proposal or reports. No compilation, tabulation or analysis of data, definition of opinion, etc., should be anticipated by the consultant from these agencies, unless volunteered by a responsible official in those agencies.

XVIII. Conflict of Interest

No consultant, subcontractor, or member of any firm proposed to be employed in the preparation of this proposal shall have a past, ongoing, or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During the term of this agreement, the consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with Metro COG or in any way compromise the services to be performed under this agreement. The consultant shall immediately notify Metro COG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

XIX. Insurance

The consultant shall provide evidence of insurance as stated in the contract prior to execution of the contract.

XX. Risk Management

The consultant agrees to defend, indemnify, and hold harmless Metro COG and the State of North Dakota, its agencies, officers and employees, from and against claims based on the vicarious liability of Metro COG and the State or its agents, but not against claims based on Metro COG's and the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by consultant to Metro COG and the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for Metro COG and the State is necessary. The consultant also agrees to defend, indemnify, and hold Metro COG and the State harmless for all costs, expenses and attorneys' fees incurred if Metro COG or the State prevails in an action against the consultant in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of the contract.

The consultant shall secure and keep in force during the term of the contract, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverage:

- 1) Commercial general liability and automobile liability insurance - minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
- 2) Workforce Safety insurance meeting all statutory limits.
- 3) Metro COG and the State of North Dakota, its agencies, officers, and employees shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a "Waiver of Subrogation" in favor of Metro COG and the State of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to Metro COG and the State Risk Management Department.

The consultant shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to Metro COG prior to commencement of this agreement.

Metro COG and the State reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney

General as a Special Assistant Attorney General as required under North Dakota Century Code Section 54-12-08.

When a portion of the work under the agreement is sublet, the consultant shall obtain insurance protection (as outlined above) to provide liability coverage to protect the consultant, Metro COG, and the State as a result of work undertaken by the subconsultant. In addition, the consultant shall ensure that any and all parties performing work under the agreement are covered by public liability insurance as outlined above. All subconsultants performing work under the agreement are required to maintain the same scope of insurance required of the consultant. The consultant shall be held responsible for ensuring compliance with those requirements by all subconsultants.

Consultant's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by Metro COG or the State of North Dakota. Any insurance, self-insurance or self-retention maintained by Metro COG or the State shall be excess of the consultant's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured consultant shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured consultant from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the consultant. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. Metro COG and the State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the consultant in excess of the minimum requirements set forth above.

Exhibit A – Cost Proposal Form

Cost Proposal Form – Include completed cost form (see below) in a separate sealed envelope – labeled “**Sealed Cost Form – Vendor Name**” and submit with concurrently with the technical proposal as part of the overall RFP response. The cost estimate should be based on a not to exceed basis and may be further negotiated by Metro COG up identification of the most qualified contractor. Changes in the final contract amount and contract extensions are not anticipated.

REQUIRED BUDGET FORMAT
Summary of Estimated Project Cost

1.	Direct Labor	Hours	x	Rate	=	Project Cost	Total	
	Name, Title, Function	0.00	x	0.00	=	0.00	0.00	
			x		=	0.00	0.00	
			x		=	0.00	0.00	
				Subtotal	=	0.00	0.00	
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)						0.00	0.00
3.	Subcontractor Costs						0.00	0.00
4.	Materials and Supplies Costs						0.00	0.00
5.	Travel Costs						0.00	0.00
6.	Fixed Fee						0.00	0.00
7.	Miscellaneous Costs						0.00	0.00
Total Cost					=	0.00	0.00	

Exhibit B – Debarment of Suspension Certification

Background and Applicability: In conjunction with the Office of Management and Budget and other affected federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-255, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services. 49 CFR 29.220 (b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined in 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this order. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor _____
Signature of Authorized Official _____ Date ____ / ____ / ____
Name & Title of Contractor’s Authorized Official _____

Exhibit C – Certification of Restriction on Lobbying

I, _____ hereby certify on
(Name and Title of Grantee Official)
behalf of _____ that:
(Name of Bidder / Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S. Code 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ___ / ___ / ___

(Title of authorized official)

**Exhibit D – Standard Form 330
ARCHITECT- ENGINEER QUALIFICATIONS**

PART 1- CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)* _____

2. PUBLIC NOTICE DATE _____ 3. SOLICITATION OR PROJECT NUMBER _____

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE _____

5. NAME OF FIRM _____

6. TELEPHONE NUMBER _____ 7. FAX NUMBER _____ 8. E-MAIL ADDRESS _____

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	<i>(Check)</i>				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	SUBCON-	TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19 RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and state)</i>	(2) YEAR COMPLETED
	PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and state)</i>	(2) YEAR COMPLETED
	PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and state)</i>	(2) YEAR COMPLETED
	PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and state)</i>	(2) YEAR COMPLETED
	PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and state)</i>	(2) YEAR COMPLETED
	PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm	

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)													
		1	2	3	4	5	6	7	8	9	10				

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

