



Grand Forks - East Grand Forks

METROPOLITAN
PLANNING ORGANIZATION

Grand Valley Pedestrian Crossing Study

Grand Forks, ND and East Grand Forks, MN

Request for Proposals
for
Transportation Planning Services

February 2024

**REQUEST FOR PROPOSALS
FOR
TRANSPORTATION PLANNING SERVICES**

The Grand Forks – East Grand Forks Metropolitan Planning Organization (MPO) requests proposals from qualified consultants for the following project:

Grand Valley Pedestrian Crossing Study, City of Grand Forks, North Dakota

Qualifications based selection criteria will be used to analyze technical submittals from responding consultants. Upon completion of technical ranking, the MPO will enter contract negotiations with the top ranked firm. Sealed cost proposals will be required with the RFP. The cost proposal of the top ranked firm will be opened during contract negotiations. The MPO reserves the right to reject any or all submittals. This project has a not to exceed budget of \$150,000 dollars.

Interested firms should contact Stephanie Halford, Executive Director, at the MPO, 600 DeMers Avenue, East Grand Forks, MN 56721. Contact can also be done via phone 701-746-2660, or by email: stephanie.halford@theforksmmpo.org

All proposals received by March 28th, 2024, at Noon at the MPO Office will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. The full length of each proposal should not exceed fifty (50) pages (twenty-five (25) double-sided pages, if printed) including any supporting material, charts, or tables. Electronic proposals are preferred in doc or pdf format; however, they must be easily reproducible by MPO in black-and-white. If printed copies are sent, only eight (8) should be sent and the MPO will not accept spiral bound proposals; consultants are encouraged to prepare proposals in a format that will ensure for efficient disposal and are encouraged to use materials that are easily recycled. A sealed cost proposal must still be provided in hard copy by the noted due date. Submittals must be received no later than **March 28th, at noon (central time)**. Hard copies of technical and/or cost proposals should be shipped to ensure timely delivery to:

Stephanie Halford
Executive Director
Grand Forks – East Grand Forks MPO
600 DeMers Ave.
East Grand Forks, Minnesota 56721
stephanie.halford@theforksmmpo.org
Phone: 701-746-2660
Cell: 701-610-6582

Once submitted, the quotes become the property of MPO.

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REQUEST FOR PROPOSALS FOR TRANSPORTATION PLANNING SERVICES

I. Purpose of Request

The MPO requests proposals from qualified consultants for the following project:

Grand Valley Pedestrian Crossing Study City of Grand Forks, North Dakota

The purpose of this Request for Proposals (RFP) is to provide an interested consulting firm with enough information about the professional services desired by the MPO.

A selection committee will rank submittals from responding consultants. Upon completion of the rankings, the MPO will enter into contract negotiations with the top ranked firm. Sealed cost proposals will be required with the RFP. The cost proposals of the top-ranked firm will be opened during contract negotiations. The MPO reserves the right to reject any and all submittals.

II. General Instructions

Any questions or comments regarding this proposal should be submitted to:

**Stephanie Halford
Executive Director
GF/EGF MPO
600 DeMers Ave
East Grand Forks, MN 56721**

**Office Phone: 701-746-2660
Direct Phone: 218-399-3370
Email: Stephanie.Halford@theforksmmpo.org**

A. Proposals shall be submitted to:

**GF/EGF MPO
600 DeMers Ave
East Grand Forks, MN 56721**

B. All proposals must be clearly identified and marked as follows:

**Proposal for:
Grand Valley Pedestrian Underpass Study, City of Grand Forks, North Dakota
Firm's Name
GF/EGF MPO**

All proposals must be received by noon (central time) March 28th, 2024, at which time the

proposals will be opened for review. Cost proposals will remain sealed in a secure place until proposal ranking is complete and contract negotiations begin. An electronic copy or eight (8) copies of the technical proposal must be provided. One copy of the cost proposal shall be submitted in a separate, sealed, and clearly marked envelope.

C. Selection Committee

The technical proposals will be reviewed by the Selection Committee, which may include staff from local municipalities and multi-jurisdictional bodies as follows:

- City of Grand Forks Planning Department
- City Of Grand Forks Engineering Department
- Grand Forks Public Schools
- Grand Forks County
- MPO
- NDDOT District

Once the written proposals are received, if there are five or more proposals the Selection Committee will rank the proposals to interview the top three (3). A 40-minute interview will be scheduled for **April 23rd – 25th, 2024**, with the firms that submit the top three ranked proposals, if four proposals are received then all will get an interview. This 40-minute interview will provide an opportunity for the selection committee members to ask questions of the submitting firms and get clarification on any information in the proposals that may not be clear. Firms chosen for interviews will be expected to make presentations and should prepare one. The interviews may be conducted via online service. Firms may be asked to verbally expand upon points in their written proposal and should be prepared to do so.

D. Respondent Qualifications

Respondents must submit evidence that they have relevant experience and have previously delivered services similar to the ones required. Each respondent may also be required to show that he/she has satisfactorily performed similar work in the past and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent who is engaged in any work that would impair his/her ability to perform or finance this work.

No proposal will be accepted from, nor will a subcontract be awarded to, any respondent who is in arrears to MPO or its representative governments, upon any debt or contract; who is in default, as surety or otherwise, upon any obligation to the local partners; or who is deemed to be irresponsible or unreliable by the local representatives.

E. Disadvantaged Business Enterprise

In the performance of this agreement, the contractor shall cooperate with MPO in meeting its goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that such business enterprises shall have maximum practical opportunities to compete for subcontract work under this agreement.

1. Policy

It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this Agreement.

2. DBE Obligation

The MPO and contractor agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under or pursuant to this Agreement. In this regard, the contractor shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have maximum opportunity to compete for and perform contracts. The contractor shall not discriminate based on race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

F. Equal Employment Opportunity

In connection with this proposal and any subsequent contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, disability, sex, or status regarding public assistance. The consultant will take action to ensure that its employees are fairly treated during employment without regard to their race, color, creed, religion, national origin, disability, sex, or status regarding public assistance. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rate of pay or other forms of compensation; and selection for training, including internship and/or apprenticeship. The consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The consultant will furnish all necessary information and reports and will permit access to its books, records, and accounts by the MPO and/or its representatives including state and federal agencies, for purposes of investigation to ascertain compliance with non-discrimination provisions or any resultant contract.

G. Ownership, Publication, Reproduction, and Use of Materials

All work products of the contractor which result from this contract are the exclusive property of MPO, local partners, and its federal/state grantor agencies. No material produced in whole or part under this agreement shall, during the life of this agreement, be subject to copyright in the United States or in any other country. Permission and approval must be obtained from the MPO before any report, handbook, cassettes, manual, interim data, or results are published. Draft copies of all deliverables must be prepared by the consultant and reviewed and approved by the MPO before publication. The consultant, subject to the approval by the MPO, shall have the authority to publish, disclose, distribute,

and otherwise use in whole and part, any reports, data, or other materials prepared under this agreement.

H. Records, Access, and Audits

The consultant shall maintain complete and accurate records with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. The consultant shall provide free access to the representatives of MPO, the US Department of Transportation, and the Comptroller General of the United States at all proper times to such data and records, and their right to inspect and audit all data and records of the Consultant relating to his performance under the contract; and to make transcripts there from as necessary to allow inspection of all work data, documents, proceedings, and activities related to this contract for a period of three (3) years from the date of the final payment under this contract.

I. Conflicts of Interest

No official or employee of the MPO, state, or any other governmental instrumentality who is authorized in his official capacity to negotiate, accept, or approve, or to take part in negotiating, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for the MPO, state, or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest other than his employment or retention by the MPO, state, or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by the MPO, state, or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in a project unless such interest is openly disclosed upon the public records of the MPO, the NDDOT, the MnDOT, or such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

J. Eligibility of Proposer, Non-procurement, Debarment and Suspension Certificate, and Restriction on Lobbying

The consultant is advised that his or her signature on this contract certifies that the company/agency will comply with all provisions of this agreement, as well as applicable federal and state laws, regulations, and procedures. Moreover, the consultant affirms its compliance with the federal Debarment and Suspension Certification and the Federal Restrictions on Lobbying.

K. Subcontracting

The contractor may, with prior approval from the MPO, subcontract as necessary to accomplish the contract objectives. Subcontracts shall contain all applicable provisions of this agreement, and copies of the subcontract must be filed with the MPO.

L. Assignments

The contractor shall not assign or transfer the contractor's interest in this agreement without the express written consent of the MPO.

M. Procurement- Property Management

The contractor shall adhere to 49 CFR 18.36 when procuring services, supplies, or equipment, and to the applicable provisions of 49 CFR 18.32 and FHWA Safety Grant Management Manual, Transmittal 14, October 5, 1995, Property Management Standards, which are incorporated into this agreement by reference, and are available from the North Dakota Department of Transportation.

N. Termination

The right is reserved by either party to terminate this agreement with or without cause at any time if the recipient does not comply with the provisions of this agreement or its attachments.

If the MPO terminates this agreement, it reserves the right to take such action as it deems necessary and appropriate to protect the interests of the MPO, and its state/federal grantor agencies. Such action may include refusing to make any additional reimbursements of funds and requiring the return of all or part of any funds that have already been disbursed.

O. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by the parties.

P. Civil Rights

The contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 STAT. 252), the regulation of the Federal Department of Transportation, 49 CFR, Part 21, and Executive Order 11246.

The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, handicap, or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Furthermore, the contractor agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Q. Civil Rights- Noncompliance

If the contractor fails to comply with the federal or state civil rights requirements of this

contract, sanctions may be imposed by the FHWA or the NDDOT as may be appropriate, including, but not limited to:

1. Withholding of payments to the contractor under the contract until the contractor complies, or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

R. Energy Efficiency

The contractor shall comply with the standards and policies relating to energy efficiency which are contained in the North Dakota Energy Conservation Plan issues in compliance with the Energy Policy & Conservation Act, Public Law 94-163, and Executive Order 11912.

S. Disabled

The contractor shall ensure that no qualified disabled individual, as defined in 29 USC 706(7) and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from the assistance under this agreement.

T. EPA Clean Act and Clean Water Acts

The contractor shall comply with the Clean Air Act, 42 U.S.C. 1857; the Clean Water Act, 33 U.S.C. 1251; EPA regulations under 40 CFR Part 15, which prohibits the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities, and Executive Order 11738.

U. Successors in Interest

The provisions of this agreement shall be binding upon and shall ensure to the benefit of the parties hereby, and their respective successors and assigns.

V. Waivers

The failure of the MPO or its local state/federal grantors to enforce any provisions of this contract shall not constitute a waiver by the MPO or its state/federal grantors of that or any other provision.

W. Notice

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

X. Hold Harmless

The contractor shall save and hold harmless the MPO, its officer, agents, employees, and

members, and the State of North Dakota and Minnesota and the NDDOT and MnDOT, its officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the contractor or its subcontractors, agents, or employees under this agreement. It is hereby understood and agreed that any and all employees of the contractor and all other persons employed by the contractor in the performance of any of the services required or provided for under this agreement shall not be considered employees of the MPO, the NDDOT, or the MnDOT and that any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims by any third parties as a consequence of any act or omission on the part of said contractor's employees while so engaged in any of the services to be rendered under this agreement by the contractor shall in no way be the obligation or responsibility of the MPO.

Y. Compliance with Federal Regulations

The contractor is advised that his or her signature on this contract certifies that its firm will comply with all provisions of this agreement as well as applicable federal and state laws, regulations, and procedures. Moreover, the contractor affirms its compliance with the federal Debarment and Suspension Certification and the federal Restrictions on Lobbying.

III. Preliminary Project Schedule

A. Consultant Selection

Advertise RFP to Qualified Firms	February 21 – March 28, 2024
Receive Proposals	Noon on March 28, 2024
Review Proposals	April 1-11, 2024
Select Interview Finalists & Notify	April 12, 2024
Interview the Finalists	April 23 – April 25, 2024
Notify the Finalist	April 26, 2024
Contract Negotiations Completed	April 29 – May 9, 2024
MPO Technical Advisory Committee Approval	May 8, 2024
MPO Executive Board Approval	May 15, 2024

B. Project Development

Notice to Proceed	June 14, 2024
Full draft preliminary	Noon on September 6, 2024
Full final draft	Noon on October 4, 2024
Presentation of Final Draft to Grand Forks P&Z	October TBD, 2024
Presentation of Final Draft to GF City Council	October TBD, 2024
Presentation of Final Draft to TAC	October 9, 2024
Presentation of Final Draft to Executive Board	October 16, 2024
Anticipated Project Completion	November 22, 2024

IV. RFP Evaluation Criteria & Process

The Committee will determine which firm would best provide the services requested by the RFP. When choosing a consulting firm, the MPO will have a two (2) step process. The proposal evaluation will evaluate the proposal that the firm sends the MPO. The evaluation will reduce the number of firms to three (3) for the purposes of interviewing. The interview evaluation will be based on the interview with the firm. The MPO in close coordination with members of the Selection Committee will evaluate the proposals based on, but not limited to, the following criteria and their weights:

A. Proposal Evaluation Criteria and Weight

1. Demonstrates understanding of the scope of work and local factors. Shows how firm proposes to approach, resolve challenges, and encourage new ideas that improve the end project. (Weight 25%)
2. Demonstrates the firm's designated team members' knowledge and experience to successfully address the scope of work. (Weight 25%)
3. Demonstrates the firm's designated team members' history of timely performance, quality, and integrity, as evidenced by a list of client references. Demonstrates the firm's approach to managing resources and project output. (Weight 15%)
4. Demonstrate experience, expertise, qualifications, and credentials of project manager, key personnel, and subconsultant team members. Project team should indicate other significant projects being worked on, the percent of involvement, and probable completion date of the individual's work on the project. (Weight 25%)
5. Provide a time schedule for completion of each task and the entire project, with appropriate time for review. Demonstrate the project team has the resources necessary to complete the project. (Weight 10%)

B. Interview Evaluation Criteria and Weight

1. Observations on existing conditions and key project information. (Weight 20%)
2. Identification of key issues or problems that will need to be considered and any initial thoughts on how to resolve issues or problems. (Weight 25%)
3. Innovative approaches and concepts. (Weight 25%)
4. Experience and capabilities in development of similar studies of both key personnel and the project team. (Weight 20%)
5. Quality of interview. Comment on specific reasons why the firm should be selected for the project. (Weight 10%)

Each proposal will be evaluated on the above criteria by the Selection Committee. The interview and proposal scores will be combined to have a final score. The firm with the best final score will be contacted for contract negotiations. The qualifying firm chosen by the Selection Committee will enter a contract and fee negotiation based on the sealed cost proposal, submitted in a separate envelope.

The MPO is an Equal Opportunity Employer.

V. Terms and Conditions

- A. The MPO reserves the right to reject any or all quotes, or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal.
- B. The MPO reserves the right to request clarification of information submitted and to request additional information about one or more applicants.
- C. Any proposal may be withdrawn up until the date and time set for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 90 days (about 3 months), to provide to the MPO the services set forth in the attached specifications, or until one or more of the quotes have been approved by the MPO Policy Board.
- D. If, through any cause, the firm shall fail to fulfill in timely and proper manner the obligations agreed to, the MPO 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.
- E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the MPO and shall contain, as a minimum, applicable provisions of the Request for Qualifications. The MPO reserves the right to reject any agreement that does not conform to the Request for Qualification and any MPO requirements for agreements and contracts.
- F. The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the MPO.

VI. Proposal Format and Content

Proposals shall include the following sections at a minimum:

1. Introduction and Executive Summary
2. Response to Administration Questions
3. Summary of Proposed Technical Process/Planning Process
4. Description of Similar Projects within the last 5 years and key staff assigned to them.
5. Project Staff Information including breakdown of estimated staff hours by each staff class per task.
6. References
7. DBE/MBE Participation
8. Sealed Cost Proposals (in a separate envelope)

Detailed requirements and directions for preparation of each section are outlined below.

A. Introduction and Executive Summary

Provide the following information concerning your firm:

1. Firm name and business address, including telephone number and email address.
2. Year established (including former firm names and year established, if applicable).
3. Type of ownership and parent company, if any.
4. Project manager's name, mailing address, and telephone number, if different from item 1. Project manager's experience.

In the Executive Summary, highlight the major facts and features of the proposal, including any conclusions, assumptions, and recommendations you desire to make.

B. Administrative Questions

Provide the following information concerning your firm:

1. Identify the respondent's authorized negotiator.
Give the name, title, address, and telephone number of the respondent's authorized negotiator. The person cited shall be empowered to make binding commitments for the respondent firm.
2. Provide workload and manpower summaries to define respondent's ability to meet project timeline.

C. Summary of Proposed Technical Process

Discuss and clearly explain the methodology that your firm proposes to use to satisfactorily achieve the required services on this project. The respondent must document his/her clear understanding of the RFPs entire scope of work and project intent (see VII of RFP) for the Grand Valley Pedestrian Crossing Study, data requirements, public participation process, and alternative evaluation methodology. Include all aspects of technical analysis, projections, advanced technology and software, and public participation processes. Address any unique situations that may affect the timely, satisfactory completion of this project.

D. Project Staff Information

Provide a complete project staff description in the form of a graphic organization chart, a staff summary that addresses individual roles and responsibilities, and resumes for all project participants. Please provide staff information breakdown of estimated staff hours by each staff class per task. It is critical that contractors commit to levels of individual staff members' time to be applied to work on this project. Variance from these commitments must be requested in writing from the MPO and reviewed/approved in terms of project schedule impact.

The completion of the scope of work in this agreement by the contractor must be done without any adverse effect in any way on other contracts that the contractor currently has in place with the MPO.

E. Similar Project Experience

Describe similar types of studies/construction projects completed or currently under contract.

F. References

Provide References of three clients for whom similar work has been completed.

G. DBE/MBE Participation

Present the consultant's efforts to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified by the NDDOT or MNDOT as a DBE/MBE shall be included in 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 by either the NDDOT or Mn/DOT shall be included. The percentage of the total proposed cost to be completed by the DBE shall be shown.

H. Cost Quotes/Negotiations

1. Cost Quotes

Submit in a separate sealed envelope a cost proposal for the project work activities. Cost proposals will be separated from technical proposals and secured unopened until the technical evaluation process is completed. Cost Proposals shall be based on hourly "not to exceed" amount. Cost proposals must be prepared using the format provided in Appendix B. Attached to the Cost Proposal the Certification of Indirect Rate Form also provided in Appendix B should be filled out.

2. Contract Negotiations

The MPO will negotiate a price for the project after the Selection Committee completes its final ranking of the consultants. Negotiation will begin with the most qualified consultant, based on the opening of their sealed cost proposal. If the MPO is unable to negotiate a fair and reasonable contract for services with the highest-ranking firm, negotiations will be formally terminated, and will begin with the next most qualified firm. This process will continue until a satisfactory contract has been negotiated.

The MPO reserves the right to reject any, or all, submittals.

VII. Background and Scope of Work

A. Background

The MPO is seeking proposals from qualified consulting firms to conduct a feasibility study for a pedestrian crossing in the Grand Valley development area. This study aims to enhance long-range planning by evaluating the need for a pedestrian crossing to promote safety and non-motorized transportation options in the vicinity of 62nd Ave S. The study area will be between S Columbia Rd., Belmont Rd., 12th Ave NE (Merrifield Rd.), and 47th Ave S.

Additional Considerations:

The Grand Forks School District owns a parcel on Cherry St north of 62nd Ave S. S Washington St is anticipated to be widened to five lanes wide.

62nd Ave S is anticipated to be reconstructed and widened to a three-lane roadway within the next 10-15 years.

S Columbia Rd is anticipated to be reconstructed and widened to a three-lane roadway within the next 10-15 years.

The 2050 Bike Ped Plan with existing and proposed bicycle and pedestrian facilities is available upon request. The Bikeway Map will be provided in the Maps section of this RFP

B. Scope of Work

The MPO is seeking a consultant that can not only provide the typical qualifications necessary in the development of the Grand Valley Pedestrian Crossing Study but also can provide proactiveness, vision, innovation, and collaboration in examining and proposing strategies and recommendations that will ensure a reduction of fatal and serious incidences for the users of all transportation modes.

The outline below is a proposed scope of work outline that will guide the development of the Grand Valley Pedestrian Crossing Study. The MPO includes the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate the Plans development.

This outline is not necessarily all inclusive. The consultant may include in the proposal additional performance tasks that will integrate innovative approaches to successfully complete the project. At a minimum, the consultant will be expected to establish detailed analyses, recommendations, and/or deliverables for the following tasks:

1. Project Management

The consultant will be required to manage the study and coordinate with subconsultants, as well as bearing responsibility for all documentation and equipment needs. The consultant will identify a project lead from their team to act as the direct point of contact for the MPO project manager.

The consultant should expect bi-weekly progress meetings with the MPO project manager. Additionally, the consultant should expect to prepare monthly progress reports, documentation of all travel and expense receipts, and prepare and submit invoices monthly. When submitting progress reports, the consultant will be required to outline the following performed work during the reporting period:

- Upcoming tasks
- Upcoming milestones
- Status of scope and schedule
- Any issues to be aware of

Deliverable: A monthly progress report and detailed invoice. The monthly progress report should be sent to the project manager by the last Friday of each month to be included in the Technical Advisory Committee agenda.

Building on the scope of work presented and incorporating any relevant changes made during contract negotiations, the consultant will prepare a detailed proposal and the achievable timeline for the Plan anticipated to be completed by July 31st, 2024. The proposal will outline the overall approach, as well as specific actions and activities that will occur during the project and how these will result in a successful conclusion to the study.

2. Community Engagement

In compliance with the MPO's adopted Public Participation Plan (PPP), the consultant will develop and implement an extensive community engagement program that seeks to gain input from community members from all parts of the study area. Broad-based community engagement is considered critical to the success of this plan.

It is imperative to consider the public and keep them informed of the planning activities and outcomes using strategies that include use of the internet and social media. Providing information to the MPO and other regional jurisdictions for posting on their websites will be required. New and innovative public engagement solutions are highly encouraged.

a) Steering Committee

The consultant will use a Steering Committee (Committee) to provide input and oversight throughout the study process. The Committee will meet as needed to provide input and guidance through the study process, particularly on key decision points in the study. The consultant will be responsible for providing all information (support information such as maps, etc.) to be discussed at the Committee meetings eight days prior to the meeting. The consultant will prepare clear and concise briefings to present to the Committee. The consultant should expect at least six (6)

meetings with the Committee, which can be coordinated with public input meetings to make the most efficient use of any travel expenditure. The meetings need to have a virtual option.

Members of the Steering Committee could include:

NDDOT

Grand Forks Public Schools Representatives

Pedestrian And Cycling Advocacy Groups

City Engineers and Planners

Residents of the Grand Valley Area

Emergency Services Representatives

Grand Forks Public Health

Grand Forks Parks

Safe Kids

City Council Members

Grand Forks County Representatives

GF Township

County Commissioner

Property Owners

Developers

Crary

b) Public Involvement Meetings

The consultant should plan for a minimum of three (3) public meetings to identify the concerns and needs of businesses, regular users, and residents including pedestrian and bicycling needs. The consultant shall be required to submit its approach on how it will reach out to the community during the planning process. The consultant's approach should address:

- How it will go about these meetings.
- Methods it will employ.
- Quantity of rounds of public engagement meetings.
- Timing of engagement techniques the consultant is accustomed to utilizing to accomplish this task.

The consultant will be responsible for fully developing each round of public engagement before it is proposed to the MPO's project manager.

Scheduling, presentations/written material, and development should occur well in advance of the proposed engagement event. All public comments are to be recorded as they pertain to the plan.

c) Local Government Presentations

The consultant should budget for at least three (3) sets of local government presentations to the Grand Forks Planning Commission, Grand Forks City Council, MPO Technical Advisory Committee (TAC), and the MPO Executive Committee at key Grand Valley Pedestrian Crossing Study milestones.

Deliverable: At the end of each meeting a memorandum with the meeting activities and results will be provided to the MPO. This will include documentation of comments/feedback and how they are incorporated into the final document. These will be gathered into a public involvement appendix in the final document.

3. Existing Conditions and Evaluation

Grand Valley Pedestrian Crossing Study is intended to cover the area between S Columbia Rd., Belmont Rd., 12th Ave NE (Merrifield Rd.), and 47th Ave S and should include a review of conditions and policy/infrastructure recommendations for City streets and other public surfaces streets inside the study area, including those owned and operated by NDDOT, and Grand Forks County. This task consists of a comprehensive multi-modal crash analysis and evaluation for the study area. This

- Analysis of existing conditions and historical trends to better understand crashes involving fatalities and serious injuries across the study area.
- Analysis of where crashes happen, by mode and severity, as well as contributing factors and crash types.
- Analysis of systemic and specific safety needs, such as general high risk road features within the street network, or specific needs relevant to types of road users.
- A geospatial analysis and depiction (preferably outline, searchable, and manipulable as feasible) of higher risk corridors and intersections across the study area.

Deliverable: A technical memorandum or chapter draft that will provide an analysis of the existing conditions. In addition to analyzing historical crash trends, the consultant should look ahead to anticipate future bike/pedestrian safety issues. This should make use of the historical analysis trends likely to continue forward and other developments on the horizon, including factors such as population characteristics in the MPO planning area. A separate technical memorandum should be drafted for the focus areas.

4. Goals, Objectives, Policies, and Performance Measures

Goals:

- **Safety Enhancement:** Improve pedestrian and cyclist safety in the Grand Valley development area.
- **Non-Motorized Transportation Promotion:** Encourage walking, biking, and other non-motorized forms of transportation within the study area.
- **Community Connectivity:** Foster better connectivity between residential areas, schools, and local amenities through a pedestrian crossing.
- **Future-Proofing:** Plan for future traffic growth and ensure infrastructure meets long-term needs.

Objectives:

- **Determine Feasibility:** Assess the technical, engineering, and financial feasibility of constructing a pedestrian crossing.
- **Enhance Accessibility:** Improve access for pedestrians and cyclists, especially students and residents.
- **Safety Analysis:** Conduct a comprehensive safety analysis, identifying potential hazards and safety improvements.
- **Stakeholder Engagement:** Engage with stakeholders to gather input and ensure community needs are considered.

Policies:

- **Safety Priority:** Prioritize safety considerations in all aspects of the pedestrian crossing design and construction.
- **Non-Motorized Infrastructure:** Promote the development of pedestrian and cyclist-friendly infrastructure.
- **Sustainability:** Incorporate sustainable design principles, such as energy-efficient lighting and environmentally responsible construction materials.
- **Accessibility:** Ensure the pedestrian crossing is ADA-compliant and accessible to all residents, including those with disabilities.

Performance Measures:

- **Pedestrian/Cyclist Count:** Measure the number of pedestrians and cyclists using the pedestrian crossing before and after its construction.
- **Safety Improvement:** Track the reduction in pedestrian and cyclist accidents in the study area.
- **Public Satisfaction:** Conduct surveys to gauge public satisfaction with the pedestrian crossing project and its impact on safety and convenience.
- **Usage Patterns:** Analyze how the pedestrian crossing affects commuting patterns and non-motorized transportation usage.

Deliverable:**Final Feasibility Study Report**

This comprehensive report will encapsulate the study's goals, objectives, policies, and performance measures. It will provide detailed findings, recommendations, and analyses related to the feasibility of constructing a pedestrian crossing in the Grand Valley development area. The report will cover technical and engineering considerations, safety assessments, stakeholder engagement, cost estimation, alternative solutions, and any other relevant aspects of the study. Additionally, it will include performance data and metrics, showcasing how the proposed pedestrian crossing aligns with the established goals and objectives while addressing policies for safety, accessibility, and sustainability.

5. Implementation and Project Identification

The consultant will create an implementation matrix that outlines prospective projects, strategies, and suggestions for future grant applications, as well as measures that can be incorporated into regular maintenance cycles. It will also explore potential enhancements to better align with safety best practices. This implementation matrix will acknowledge the requirements of all transportation system users within the MPO planning area. It will identify projects suitable for grant funding, provide a conceptual framework for infrastructure enhancements with estimated costs, and establish an implementation schedule.

The strategies and recommendations will factor in the fiscal and staff time resources essential for a sustained and effective endeavor to achieve traffic safety goals and fulfill the study's objectives. Furthermore, the consultant will develop a timeline indicating project readiness for each strategy and project, categorizing them as short-term, mid-term, and long-term.

Deliverable:

Produce an implementation plan delineating prospective projects for future grant opportunities.

6. Final Plan & Executive Summary

The consultant will develop a draft study document with two rounds of review and revision before preparing a final study document. Review and receive comments from the Committee and update accordingly prior to proceeding through the MPO process.

The consultant will develop a draft final document and provide final copies for review by the Committee, NDDOT, the MPO, and the City of Grand Forks.

The consultant shall also provide the MPO with appropriate presentation materials and be prepared to present the final document.

Upon completion of the final plan, the consultant will develop an executive summary which relays all pertinent information in an easy-to-follow format. The summary should be concise and highly graphic, highlighting all major recommendations of the plan.

C. Project Deliverables

The final product of this effort will document the results of fulfilling the scope of work.

1. First full draft preliminary document by noon September 6th, 2024
2. A draft final document by noon October 4th, 2024
3. An approved final plan by November 22nd, 2024 (12 full printed copies)

An electronic copy of the approved final reports will be delivered to the Grand Forks-East

Grand Forks MPO in PDF and Word format. The electronic copies should be complete and in order such that additional copies of either document could be printed on-demand. In addition, electronic copies of any working papers, data, modeling software, and maps used to create information in the document will be delivered to the MPO either during the project or at its conclusion.

D. Estimated Project Budget

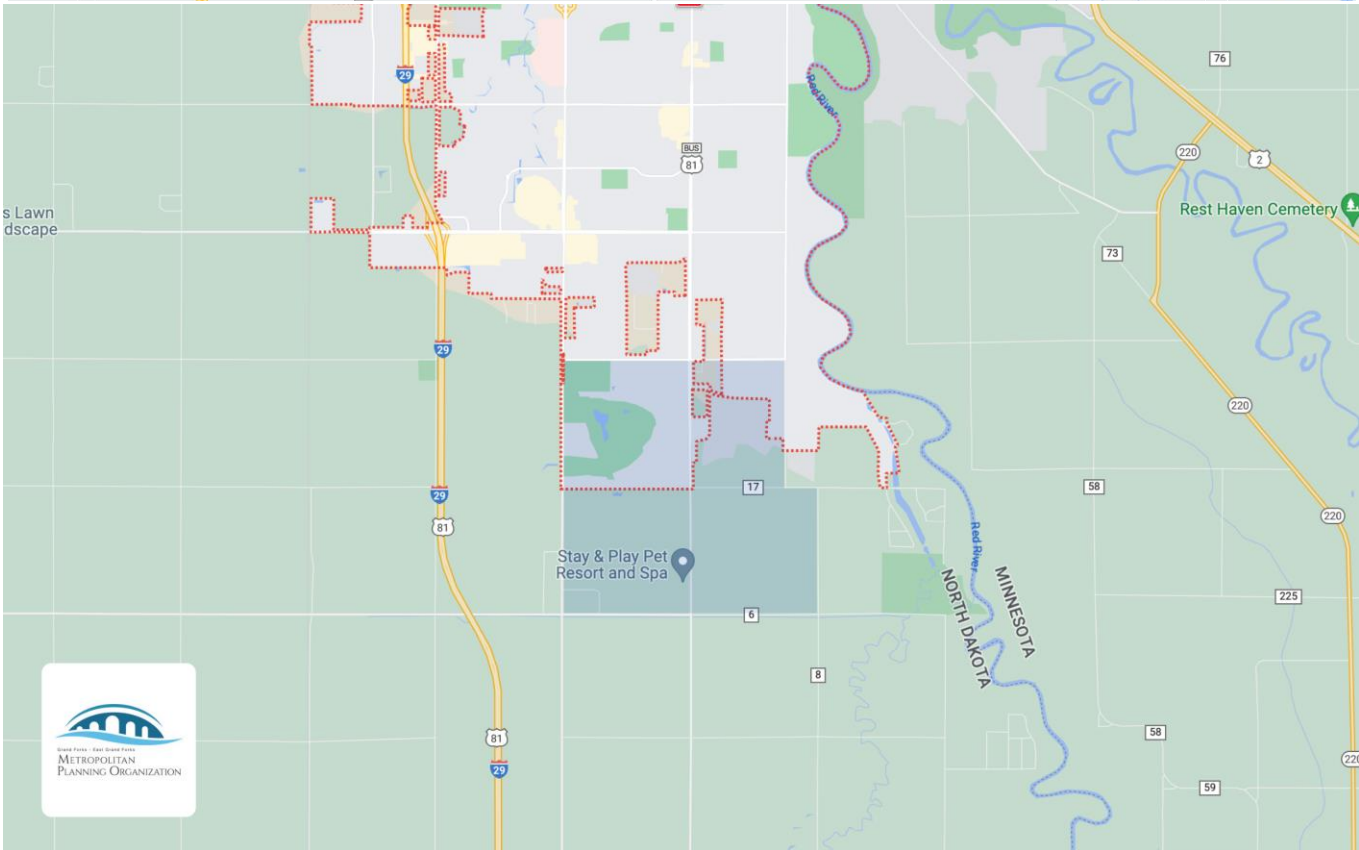
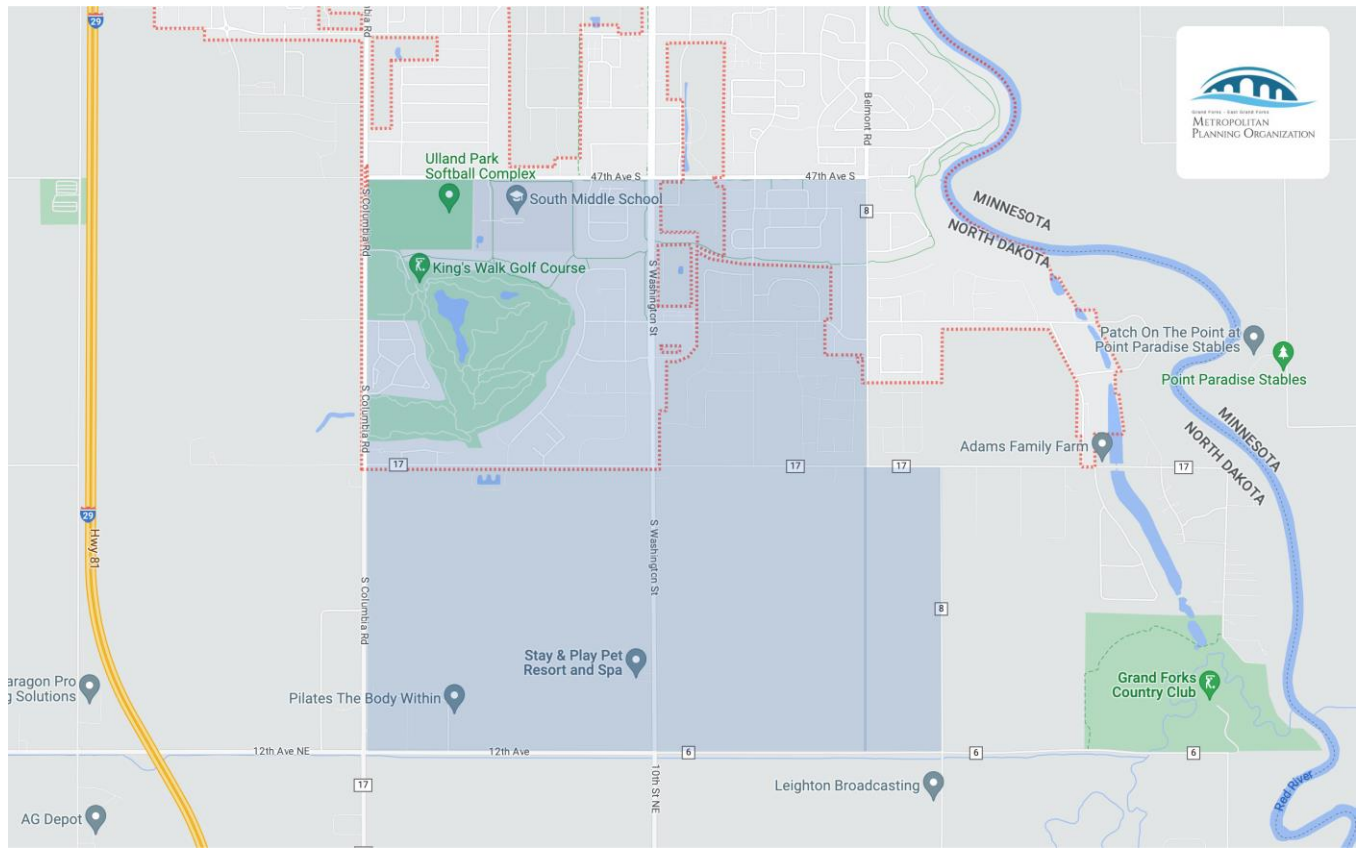
This project has a not-to-exceed budget of \$150,000. Consultants submitting proposals are asked to use audited DOT rates when completing their Cost Proposal Form and certify the indirect costs with the Certification of Final Indirect Costs (See Appendix B).

E. Other Requirements

The consultant will update the Project Manager on the aforementioned bi-weekly meetings and will also provide a written monthly progress report which will clearly reflect progress, timeliness, and budget expenditure. The monthly progress report will be presented by the MPO project manager to the MPO's Technical Advisory Committee. The consultant must provide the progress report by the last Friday of each month.

As part of the MPO's efforts to track consultant history the MPO will do an end-of-project evaluation of the consultant. This will be shared with the consultant for their information. This form can be found in Appendix C.

VIII. Map of Project Area



Appendix A

Attachments 1 & 2

Government-Wide Debarment and Suspension (Non-procurement)
49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C. 6101 (Contracts over \$25,000)

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 103-355, 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 the 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 the purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 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 requirements 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 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 offer. 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 _____

Certification of Restriction on Lobbying

I _____, hereby certify on behalf of _____
 (Name & Title of grantee official) (Name of grantee)

that:

- (1) 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, an 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 the Member of Congress in connection with this 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, _____

By _____
 (Signature of Authorized Official)

 (Title of Authorized Official)

Cost Quote Form

(Include completed cost form in a separate page labeled “Cost Form- Vender Name” and submit with technical proposal as part of overall response.)

Cost Quote Form

The cost estimated should be based on a not to exceed cost as negotiated in discussion with the most qualified contractor. Changes in the final contract amount and contracted extensions are not anticipated.

Required Budget Format

Please Use Audited DOT Rates Only

1. Direct Labor	Hours	X	Rate	=	Total
Name, Title, Function	0.00	X	0.00	=	\$0.00
		X		=	0
		X		=	0
		X		=	0
1. Subtotal- Direct Labor					
2. Overhead					
3. General & Administrative Overhead					
4. Subcontractor Costs					
5. Materials and Supplies Costs					
6. Travel Costs					
7. Fixed Fee					
8. Miscellaneous Costs					
Total Cost					

Certification of Final Indirect Costs

Firm Name: _____

Proposed Indirect Cost Rate: _____

Date of Proposal Preparation (mm/dd/yyyy): _____

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____

Name of Certifying Official (Print): _____

Title: _____

Date of Certification (mm/dd/yyyy): _____