

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2024-228

***Kindred Comprehensive
& Transportation Plan***

June 2024

APPROVED:



**Ben Griffith
Metro COG, Executive 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:

Kindred Comprehensive & Transportation Plan

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified consultant teams will be invited to interview in-person, virtually, or in a hybrid format. Upon completion of technical ranking and interviews, Metro COG will enter into negotiations with the top ranked firm. **Sealed cost proposals shall be submitted with the RFP.** 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 submittals. This project will be funded, in part, with federal transportation funds and has a not-to-exceed budget of **\$100,000.** **Proposing consultants will be evaluated on their ability to complete as much work and expend as much of the \$100,000 budget as possible within calendar year 2024. Proposing consultants shall be able to guarantee that the contract can be executed immediately, and work can begin without delay.**

Interested firms can request a full copy of the RFP by telephoning 701.532.5100, or by email: metrocof@fmmetrocog.org. Copies will be posted on the North Dakota Department of Transportation website (<https://www.dot.nd.gov>) and will also be available for download in PDF format at www.fmmetrocog.org. All applicants must be prequalified with the North Dakota Department of Transportation (NDDOT). If not prequalified with the NDDOT, applicants will be required to submit a completed Standard Form 330 with their submittal of information.

All proposals received by **4:30 p.m. (Central Time) on Thursday, July 18, 2024** at Metro COG's office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to apply. Respondents must submit one (1) PDF of the proposal, and one (1) sealed hard copy of the cost proposal. The full length of the proposal should not exceed thirty (30) pages; including any supporting material, charts, or tables.

A PDF of the proposal may be emailed or delivered by USB. Hard copies of sealed cost proposals shall be delivered to the contact below:

Adam Altenburg, AICP
Fargo-Moorhead Metropolitan Council of Governments
One 2nd Street North, Suite 232
Fargo, ND 58102-4807
altenburg@fmmetrocog.org
701.532.5105

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

Note: This RFP can be made available in alternative formats for persons with disabilities by contacting the contact above.

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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 purpose of this RFP is to receive competitive proposals from qualified, multi-disciplinary consultant teams with expertise in land use planning, transportation, community development, urban design, economic development, and community outreach and engagement to complete a new Comprehensive and Transportation Plan for Kindred, North Dakota. This plan shall be completed in accordance with accepted planning, design, and engineering practices, and pertinent sections of Chapter 40-48 of the North Dakota Century Code.

This planning effort will focus on two primary components: a comprehensive plan reflecting the changing dynamics of the city; and a citywide transportation plan addressing vehicular and multi-modal transportation system policies and improvements.

The Comprehensive and Transportation Plan is envisioned as both a physical plan and policy guide for city staff and decision makers regarding future land uses and development in Kindred over the next 25 years. The plan will also incorporate a vision for Kindred that reflects the direction that citizens and other community stakeholders envision for the city.

III. Background Information

The City of Kindred is a rapidly growing community with a population of nearly 1,000 residents located 25 miles southwest of the Fargo-Moorhead metropolitan area. The city encompasses approximately 1.45 square miles, and an additional 3.91 square miles are within the city's ½ mile extraterritorial (ET) planning area providing zoning and platting jurisdiction.

While Kindred has roots dating to the 1880's and was incorporated in 1949, the city has experienced a significant population increase over the past 15 years, transitioning from a rural agricultural service center to a modern bedroom community. The city has increased by over 300 new residents since 2010, with many living in the newly developed Newport Ridge subdivision adjacent to the Kindred Davenport Regional Airport. Approximately one-third of the city's housing stock has been built since 2000, comprised of many upscale single-family homes.

Kindred has one of the highest household incomes in the state. The median household income in Kindred is \$92,400, which is \$20,430 higher than the median household income for North Dakota as a whole. At 44.2 percent, the percentage of adults in Kindred with a bachelor's degree or higher is over 13 percentage points higher than the statewide rate of 30.7 percent. Kindred also has a high rate of home ownership, with an estimated 81.3 percent of all dwelling units owned by their residents. The current median home value is \$286,900.

Kindred is connected to the metropolitan area via three principal corridors: County Highway 15, County Highway 18, and North Dakota Highway 46. County Highway 15 is a paved two-lane rural highway while County Highway 18 is an aggregate surfaced roadway. North Dakota Highway 46 is a two-lane highway facility with paved shoulders. This roadway is part of the Northern Tier Route, a continuous east-west Adventure Cycling Route from New York to Washington. From 2015 to 2021, North Dakota Highway 46 saw a rise in reported traffic volumes, with average annual daily traffic increasing over 13 percent (1,905 to 2,160 AADT). Traffic volumes on County Highway saw a reported 16 decrease during the same time (1,765 to 1,475 AADT).

The Kindred Davenport Regional Airport is a public airport located on the east side of Kindred. The airport averages 115 aircraft operations a week with 57 percent being for local general aviation, 42 percent for transient general aviation, and the remaining for air taxi and other services.

Recent transportation and revitalization planning efforts include the Kindred Downtown Vision Plan. This study was developed to create a more vibrant community space for residents, visitors, and businesses. Included in this study is space for a future community center, an outdoor plaza and greenspace, roadway and parking improvements, and designated rail quiet zone.

The Kindred School District serves nearly 900 students from pre-kindergarten through grade 12 across southern Cass County and northern Richland County, with an average enrollment growth of 28 new students per year. In 2021, voters in the Kindred School District approved a \$26.4 million bond referendum to expand and remodel the elementary school and add a new middle school to the existing high school. The middle school addition included 15 new classrooms, a 650-seat auditorium, gymnasium, and other recreational amenities. The elementary school

building project was completed prior to the 2023-2024 school year and the middle school addition will be ready for the 2024-2025 school year.

Rural homes and properties northeast of Kindred and south near State Highway 46 are susceptible to overland flooding from the Sheyenne River during times of high precipitation. Earthen dikes protect areas of the city from the Sheyenne River, and some rural properties are protected by private ring dikes. The Baldhill Dam located in Barnes County aids in impounding the Sheyenne River during flood events.

Until recently, Kindred's wastewater system was significantly undersized for the community's population growth and water infiltration/inflow. The main sanitary sewer lift station experienced sanitary sewer overflows and the previous lagoons were not properly treating wastewater prior to discharge. With \$4.62 million in grant funding, the city made several wastewater improvements in 2023 including a new main sanitary lift station and a four-cell lagoon located 2 miles west of the city. The new lagoon includes 31 acres of surface area and has a 37.6 million gallon operating storage volume. The city's old lagoons were decommissioned, allowing the land to be used for other beneficial purposes for the city.

IV. Project Objective

The objective of this project is the preparation of a new Comprehensive and Transportation Plan for Kindred, North Dakota which will document a vision for the city's future and provide strategic guidance relative to future growth decisions. The plan will include goals and guidelines that are tangible and achievable during a 25-year planning horizon. The plan, incorporating the most recent census data, city and regional trends, development challenges and issues, and best planning practices, should create an overall blueprint for Kindred. It should recognize and appropriately plan for the city's physical, social, and economic assets.

The city intends for the Comprehensive and Transportation Plan to be a living, accessible, and engaging document that will help guide long term policy decisions and be directive to specific transportation and development issues when relevant. The aim for this project is to garner long term support and commitment of residents, stakeholders, the Planning and Zoning Committee, and the City Council for realizing the goals and vision of the Comprehensive and Transportation Plan.

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 comprehensive and transportation plan but also can provide pro-activeness, vision, innovation, collaboration, and sustainability in examining and proposing new goals, objectives, and policies.

Outlined below is the scope of work that will guide development of the Comprehensive and Transportation Plan for the City of Kindred. Metro COG has included the following scope of work to provide interested consultants insight into project 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 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:

Task 1: Project Structure and Work Plan. Building on the scope of work presented in their proposal, and incorporating any relevant changes made during contract negotiations, the consultant will prepare a detailed work plan and achievable timeline for the project anticipated to be completed by June 2025. The work plan 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 project.

Task 2: Project Management and Coordination. The consultant will be required to manage the project and coordination with any subconsultants, as well as all project activities including meetings with the project's study review committee (SRC), the preparation of meeting agendas, and the taking and reporting of meeting minutes. The consultant will identify a project lead from their team to act as the direct point of contact for the project manager and city staff. At a minimum, these coordination activities will include:

- Weekly to biweekly updates with the consultant project manager, the Metro COG project manager, and City of Kindred Auditor/Deputy Auditor; and
- Regular meetings with the SRC.

This task also includes the preparation of monthly progress reports, documenting travel and expense receipts, and preparing and submitting invoices. When submitting progress reports, the consultant will be expected to outline the following subjects:

- Performed work;
- Upcoming tasks;
- Upcoming milestones;
- Status of scope and schedule; and
- Any issues to be aware of.

The SRC will provide oversight and input into the development of the plan. Metro COG will assist with coordinating and scheduling SRC meetings. The SRC is tentatively scheduled to be comprised of members from the following:

- Kindred City Council;
- Kindred Planning and Zoning Committee, including extraterritorial (ET) representative;
- City of Kindred Staff;
- Kindred Park District;
- Kindred Public School District;
- Cass County Staff; and
- Metro COG.

Task 3: Stakeholder and Public Engagement Program. In compliance with Metro COG's adopted Public Participation Plan (PPP), the consultant will develop and implement a detailed stakeholder and public engagement program that seeks to gain authentic and meaningful public input from community members of all ages and backgrounds. At minimum, the community engagement program should address the following:

- Identification of stakeholders;
- Engagement strategies and activities, tied back to reaching all identified stakeholder groups, including those difficult to reach;
- Timeline for community engagement activities and desired type of community feedback at project checkpoints or milestones;
- Communication methods for sharing information with city residents; and
- Strategy for effective and consistent messaging across platforms and messengers.

Online community engagement software and survey tools should be utilized to ensure a robust and well-rounded community engagement program. The consultant will facilitate all community engagement activities. It is expected that at least two large community workshops or public meetings will be conducted: (1) an early input and issues identification meeting; and (2) a draft plan meeting. Separate stakeholder meetings and small outreach events (i.e. pop-up events) are also highly desirable.

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. Metro COG shall create a project webpage to keep the community informed of planning activities and outcomes. This webpage will be located on Metro COG's website, with the ability to be linked and accessed by visitors to the City of Kindred's website. The consultant shall work with Metro COG and the City of Kindred to provide information for the project website. The consultant shall also work

with Metro COG and the city to create and share Facebook notifications that provide up-to-date project and meeting information.

The consultant is encouraged to utilize creative methods, opportunities, and activities when collaborating, engaging, and informing stakeholders and the public, especially for communities disproportionately impacted and traditionally underserved. The consultant is also encouraged to review [Promising Practices for Meaningful Public Involvement in Transportation Decision-Making](#) for additional insights.

Task 4: Plan Document. The final document must be visually appealing, easy for the public to understand, and clearly communicate the city's plans and goals. The plan should be able to be used both digitally and in hard copy format. This may take the form of separate print and web formats. Specifically, the city is seeking a plan that:

- Is clearly organized and communicates a clear message both graphically and with accompanying text;
- Is easy to read and understand;
- Has clear goals, objectives, policies, and recommended implementation strategies;
- Includes forward-thinking practices to reach the city's desired outcomes; and
- Is adaptable and easy to update as the city evolves after plan adoption.

The following is an outline of the specific sections or topic areas to be included in the Comprehensive and Transportation Plan update:

Executive Summary. It is envisioned that the executive summary will be a standalone document distributed more widely to the public. The summary should be concise and highly graphic, highlighting the community's vision and incorporating all major recommendations of the plan, including brief summaries relating to existing conditions, community engagement, plan development, and implementation strategies.

Community Profile. The plan will include an assessment of relevant existing conditions in Kindred relating to land use, population and demographics, housing, employment and economic development conditions, recreation, health and wellness, and natural and cultural resources. The consultant should detail how leading demographic and socioeconomic indicators have changed over past years and how the city's performance relates to other communities in the greater Fargo-Moorhead metropolitan area. The consultant should also provide documentation of natural and manmade features that influence growth and development, such as drainage infrastructure, elevation (i.e. floodplain), and soil conditions.

Vision. The plan will include a vision statement based on discussions with the SRC, areas of consensus from community engagement, and a comprehensive analysis of existing community assets and opportunities in the city. The visioning process should be a consensus-building technique that brings the community together to recognize their shared values and purposes and helps create a sense of ownership in the plan document. The final vision statement should reflect a consensus on core values, character, status, and functions of the community over the next 25 years, as well as serve to guide development of goals, objectives, policies, and other sections of the plan.

Housing and Population. The plan will provide an analysis of Kindred's housing needs in relation to future demographics and predicted population growth rates for the city and the region. The consultant should pay special attention to strategies that will help Kindred provide an adequate housing supply to meet existing and forecasted demand, as well as provide for any current unmet housing needs. A review of existing housing conditions and demand for new housing units that meet the needs of diverse income and age groups within the city and the metropolitan area should be included as part of this section. The needs identified in the housing element should correlate strongly to the future land use plan and any plan strategies needed to meet the housing needs and goals such as zoning ordinance updates.

Land Use. The plan will include an assessment of the city's existing land use patterns, identifying any existing issues such as incompatible land uses and developed areas that may be in transition either now or in the future due to changing conditions.

As part of community engagement outreach, it will be important to incorporate activities that build stakeholder understanding and general consensus about the intent and vision tied to different land use categories (i.e. land uses and densities intended for different land use categories). Stakeholders may also benefit from knowing how their vision and their definitions compare with that of neighboring communities.

Based on initial community visions, existing conditions, and other identified factors, it is envisioned that the consultant will develop at least two alternative future land use and growth scenarios for review and discussion purposes. These scenarios should be accompanied by summaries that highlight the benefits and opportunity costs (trade-offs) of each scenario for review and consideration by the SRC and the public during community engagement activities. Ultimately, the draft and final future land use plan is expected to consist of a blend of the initial alternatives. The results of the community outreach program will be captured in the final plan document and land use map.

Priority growth areas and phasing of growth is an element that should be considered for future land use planning to help guide the city's future extension of infrastructure. Acreages of different land uses should be correlated with different amounts of residential and non-residential growth, to help the city gauge the likely acreage consumption at different levels of growth (i.e. at different levels of household and population growth).

The future land use plan shall include the area encompassed by the City of Kindred as well as the area included within the city's extraterritorial jurisdiction. These may be represented as one full map or two separate maps.

If zoning ordinance changes are needed to achieve the community's vision for future growth, these changes should be identified and described as implementation strategies.

Transportation. The plan will include a new citywide transportation plan that provides transportation alternatives along with a long-range vision for the City of Kindred's transportation system. This vision will be aimed at improving mobility, mitigating traffic congestion, improving safety for pedestrians, bicyclists and vehicular traffic, enhancements of important roadway corridors (including County Highway 15, County Highway 18, and North Dakota Highway 46), maintenance needs, and future integration and connections with neighboring communities.

The consultant should integrate essential information from various regional plans and studies to develop a highly visual and descriptive comprehensive transportation plan. The consultant should incorporate both a high-level capacity analysis to ensure that proposed transportation improvements are representative to Kindred's needs, as well as specific detailed analyses for certain transportation enhancements for specific areas of the city. The transportation plan should be prepared in a manner that allows for the city to incorporate future transportation updates as needed.

The consultant should provide an inventory and thorough needs assessment of the current transportation network including existing conditions, traffic statistics, roadway capacity ratings, connectivity needs, and safety issues. The consultant should address practical recommendations for alternative modes of transportation including bicycle and pedestrian improvements. The plan should also take into consideration Kindred's transportation needs in relation to regional and state transportation plans and determine appropriate system connectivity within the city and neighboring communities. Additionally, the plan should include a review of trucking and freight movements (including rail freight) within the city, right-of-way protection needs, and city access management standards.

The citywide transportation plan should describe the city's current transportation funding methods, suggest funding methods for securing sufficient revenues and develop a financial plan to cover costs of implementing future transportation improvements.

Parks and Recreation. The plan will provide an assessment of existing park and recreation facilities and identify strategies and opportunities for the community to further develop and bolster recreation options in Kindred. This plan component will tie strongly to the future land use plan and identify areas that are most suitable for park and recreational land use. This will also include an analysis of greenspace preservation needs and future recreational facilities desired by the community based on community engagement.

City Facilities and Services. The plan will provide documentation of Kindred's existing city facilities and determine the level of service for existing and future city facilities and services. This should include, at minimum, an inventory of the city's water supply and treatment, sewage system and wastewater treatment, storm water, public safety, and other city services.

Community Character and Design. The plan will include a brief section on community character and design themes that address the city's uniqueness and have the potential to establish a sense of place for residents. The consultant should identify design guidelines and recommendations that can assist the city in planning for future neighborhoods and streetscapes that are attractive and context sensitive. Working off the Kindred Downtown Vision Plan, the consultant should provide urban design strategies for strengthening Kindred's downtown corridor and adjacent neighborhoods. Gateways and corridors that serve as entrances to the city should also be examined for ideas that project a distinct and positive image for residents and visitors.

Economic Development. The plan will include a snapshot of Kindred's economic base, jobs and workforce projections, a review of the city's role in the regional economy, and recommendations for economic development based on the community's assets. The consultant should address ways to balance residential growth with commercial and industrial development, as well as other value-added economic activities to Kindred. The consultant should identify economic development strategies based upon a review of existing city planning efforts and programs. The plan should also examine and document the relationship between economic development opportunities and future land use and transportation plans.

Natural Resources and Floodplain Management. The plan will provide an inventory of existing natural resources and identify areas for future protection within Kindred. This should include strategies or practices that pertain to

environmental protection and quality of life. The future land use and transportation plans will need to be reflective of floodplain information and relevant information related to storm water retention.

Implementation Strategy. The implementation strategy will include specific actions or strategies that are tied to goals, objectives, or policies that will help attain the city's vision. The strategies should identify short-term, mid-term, and/or long-term recommendations that are clear, concise, and relevant. This includes any activities, initiatives, programs, ordinances, or administrative systems to be put in place to implement the plan. The implementation strategy should clearly outline and identify the appropriate entities responsible for each recommended strategy or action along with possible funding sources. The implementation strategy should also include methods for measuring success or benchmarks for each action item. The consultant should include the following information for each listed strategy:

- Brief description of the measure;
- Legal authorization for the measure, if applicable;
- Timeframe for initiating and completing the measure;
- Responsible party or entity for implementing the measure;
- Estimated cost (if any) of implementing the measure; and
- Funding source(s), if applicable.

Additional Topics. Additional themes or topics may be identified during community engagement activities or throughout the development of the plan. These topic areas may be included at the recommendation of the City of Kindred and/or the SRC as appropriate and based upon eligibility/non-eligibility for federal transportation funds.

Task 5: Deliverables. The consultant will prepare an administrative draft of the Comprehensive and Transportation Plan for review and comment by the SRC. This draft is to be provided as an electronic PDF to study review committee members. Comments received from the SRC will be incorporated in the final draft of the plan for public review. The consultant will consider and incorporate the comments received on the draft Comprehensive and Transportation Plan into the final plan, as appropriate, and present it to the SRC, Metro COG Transportation Technical Committee (TTC), Metro COG Policy Board, Kindred Planning and Zoning Committee, and the Kindred City Council.

Upon final project completion, the consultant will be responsible for providing a high-resolution document in PDF format. The consultant is also expected to provide Metro COG and the City of Kindred with all data and study products, including GIS shapefiles used to create maps. All meeting summaries and technical analyses should be included as an appendix of the study.

Because of certain requirements associated with the use of federal transportation funds, the consultant will be asked to allocate a minimum of 90 percent of the project budget to the following task items:

- Task 1 – Project Structure and Work Plan
- Task 2 – Project Management and Coordination
- Task 3 – Stakeholder and Public Engagement Program
- Task 4 – Plan Document
 - Executive Summary
 - Community Profile
 - Vision
 - Housing and Population
 - Land Use
 - Transportation
 - Implementation Strategy
- Task 5 - Deliverables

If the consultant wishes to modify or include additional tasks deemed necessary to successfully complete the plan, this must be agreed to by Metro COG and the City of Kindred prior to issuing the notice to proceed.

VI. Implementation Schedule

1) Consultant Selection.

| | |
|--|--------------------------------|
| Advertise for Consultant Proposals | approximately 6/26/2024 |
| Deadline for RFP Clarifications/Questions | 7/10/2024 |
| Due Date for Proposal Submittals (by 4:30 p.m.) | 7/18/2024 |
| Review Proposals/Identify Finalists | 7/19/2024 |
| Interview Finalists* | 7/24/2024 |
| Metro COG Board Approval/Consultant Notice | 7/29/2024 |
| Contract Negotiations/Signed Contract | (week of) 7/29/2024 |
| QBS Submittal & Approval (between NDDOT & Metro COG) | (week of) 7/29/2024 |
| Notice to Proceed** | Immediately after QBS Approval |

***Consultant teams who respond to this RFP should be prepared to interview with the selection committee on July 24, 2024.**

****Notice to Proceed shall not be issued until the consultant has provided all materials required for contracting, including, but not limited to, the Proposed Sub-Consultant Request form (SFN 60232) and Prime Consultant Request to Sublet form (SFN 60233) form, if applicable, and the Qualifications Based Selection documentation has been fully compiled by Metro COG and submitted to and approved by the North Dakota Department of Transportation.**

2) Project Development (Major Milestones).

| | |
|-------------------------------------|------------------------|
| Project Start-Up/Mobilization | approximately 8/1/2024 |
| Draft Comprehensive Plan Completion | March 2025 |
| Final Comprehensive Plan Completion | April 2025 |
| Comprehensive Plan Adoption | May 2025 |
| Final Invoices Received | June 2025 |

VII. Evaluation and Selection Process

Selection Committee. Metro COG will establish a selection committee to select a consultant. The selection committee will include representatives from the City of Kindred, Kindred City Council, Kindred Planning and Zoning Committee, Cass County, and Metro COG.

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

- 20% The consultant's related 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 understanding of the project scope and knowledge of local/regional issues related to the study
- 20% The consultant's project understanding, proposed project approach and methodology, project work plan, and project management techniques
- 15% The consultant's current workload, availability of key personnel, and record of past performance
- 5% The consultant or subconsultant is documented as a Disadvantaged Business Enterprise (DBE)

The selection committee 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 July 25, 2024 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 firm or individual that presents the proposal, which, in the sole judgement of Metro COG, best accomplishes the desired results.

The RFP does not commit Metro COG to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for 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, 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) Detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP;
 - b) Timeline for completion of the requested services, including all public outreach and stakeholder meetings, identifying milestones for development of the project, and completion of individual tasks;
 - c) List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past;
 - d) List of the proposed principal(s) who will be responsible for the work, proposed Project Manager, and project team members (with resumes);
 - e) Breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described in Section IX: General RFP Requirements;
 - f) 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;

- g) List of client references for similar projects described within the RFP;
 - h) Required Disadvantaged Business Enterprise (DBE) firms participation documentation, if applicable; and
 - i) Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.
- 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 (submit as sealed hard copy)
Exhibit B – Federal Clauses (for review purposes only)
Exhibit C – SFN 60323: Proposed Sub-Consultant Request (if applicable)

IX. Submittal Information

A PDF of the proposal may be emailed or delivered by USB. Sealed cost proposals shall be submitted as hard copies. Hard copies of the sealed cost proposals may either be hand delivered or shipped to ensure timely delivery to the project manager as defined below:

Adam Altenburg, AICP
Fargo-Moorhead Metropolitan Council of Governments
One 2nd Street North, Suite 232
Fargo, ND 58102-4807
altenburg@fmmetrocog.org
701.532.5105

All proposals received by **4:30 p.m. on Thursday, July 18, 2024** will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to apply. Respondents must submit one (1) PDF copy of the proposal. The full length of each proposal should not exceed 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 July 10, 2024. 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 and responses will be forwarded to applicants and posted on Metro COG's website on July 11, 2024.

X. General RFP Requirements

- 1) **Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name; inclusive of 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 will 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 documentation should be attached with the sealed cost proposal. The submitted Indirect Rate MUST match the Indirect Rate on all invoicing.**
- 3) **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** See Exhibit B, Federal Clauses regarding Debarment of Suspension and Restriction on Lobbying.
- 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 or her ability to perform or finance this work.
- 5) **Disadvantaged Business Enterprise.** Pursuant to Department of Transportation policy and 49 CFR Part 23, Metro COG supports the participation of DBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE businesses in this project. If the consultant is a DBE, a statement indicating that the business is certified DBE in North Dakota or Minnesota shall be included within the proposal.

If the consultant intends to utilize a DBE to complete a portion of this work, a statement of the subconsultant's certification shall be included. The percent of the total proposed cost to be completed by the DBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE businesses.

- 6) **US DOT Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants are advised to review and consider the *US DOT 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.** Applicants to this Request for Proposal are **required** to follow procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of consultants. Copies of the Manual may be found on the Metro COG website www.fmmetrocog.org or the NDDOT website at www.dot.nd.gov/manuals/environmental/proceduremanual.pdf.

XI. Contractual Information

- 1) Metro COG reserves the right to reject any or all proposals 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. 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 Metro COG's 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.
- 7) The consultant agrees to not start any work on the project until the Qualifications Based Selection requirements have been satisfied and approved by the NDDOT, and Metro COG has provided the consultant with a notice to proceed.

XII. 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 and tasks have been completed to the satisfaction of Metro COG.

XIII. 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.

XIV. 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 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.

XV. 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.

XVI. 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 the agencies, unless volunteered by a responsible official in those agencies.

XVII. 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.

XVIII. Insurance

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

XIX. 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 \$500,000 per person and \$2,000,000 per occurrence.
- 2) Workforce Safety insurance meeting all statutory limits.
- 3) Metro COG and the State of North Dakota, its agencies, officers, and employees (State) 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 N.D.C.C 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 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 upon 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 – Federal Clauses

Federal Clauses

Equal Employment Opportunity Clause – 41 CFR 60-1.4(a) and 2 CFR Part 200 Appendix II (C)

41 CFR 60-1.4(a)

- (a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): during the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the secretary of labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the secretary of labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the united states to enter into such litigation to protect the interests of the United States.

2 CFR Part 200 Appendix II (C)

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Sanctions and Penalties for Breach of Contract – 2 CFR Part 200 Appendix II (A)

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Termination for Cause and Convenience – 2 CFR Part 200 Appendix II (B)

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Rights to Inventions Made Under a Contract or Agreement – 2 CFR Part 200 Appendix II (F)

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Debarment and Suspension - 2 CFR Part 200 Appendix II (I)

- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment - 2 CFR Part 200 Appendix II (J)

- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Exhibit C – SFN 60232: Proposed Sub-Consultant Request

PROPOSED SUB-CONSULTANT REQUEST

North Dakota Department of Transportation, Environmental & Transportation Services
SFN 60232 (9-2016)

Sub-Consultant firms that have been contacted and agree to be listed on a Prime Consultants Project Proposal for work with NDDOT must submit original form and one copy to be attached to the Prime Consultants Proposal. This form is used for informational purposes only.

| | | | | | |
|--------------------------|------------|------------------------------|---------------|-------------------------------|----------|
| NDDOT Project Number | | NDDOT Project Control Number | | Prime Consultant Company Name | |
| Company Name | | Owner | | | |
| Address | | City | | State | ZIP Code |
| Company Telephone Number | Fax Number | | Email Address | | |

Type of Work to be Subcontracted

| | | | |
|---|--|---|---|
| <input type="checkbox"/> Appraisals | <input type="checkbox"/> Environmental | <input type="checkbox"/> Planning | <input type="checkbox"/> Structural Design |
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Geotechnical | <input type="checkbox"/> Public Involvement | <input type="checkbox"/> Survey |
| <input type="checkbox"/> Bridge Inspection | <input type="checkbox"/> Materials Testing | <input type="checkbox"/> Roadway Design | <input type="checkbox"/> Traffic Operations |
| <input type="checkbox"/> Construction Engineering | <input type="checkbox"/> Partnering Facilitation | <input type="checkbox"/> Soil Contamination | <input type="checkbox"/> Wetlands Delineation |
| <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Photogrammetry | <input type="checkbox"/> Steel Fabrication | <input type="checkbox"/> Other |

The undersigned declares that all statements listed above are true.

| |
|------------|
| Firm Name |
| Print Name |
| Title |

| | |
|-----------|------|
| Signature | Date |
|-----------|------|

| | | |
|---|------------------------------|-----------------------------|
| Is Firm Currently NDDOT Certified as a DBE? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|------------------------------|-----------------------------|