FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2026-232

2055 Socioeconomic and Demographic Forecasts

for the Fargo-Moorhead Metropolitan Area

November 2025

APPROVED:

Ben Griffith
Metro COG, Executive Director

METROCOG
FM REGIONAL TRANSPORTATION PLANNING ORGANIZATION

REQUEST FOR PROPOSALS (RFP)

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

2055 Socioeconomic and Demographic Forecasts

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 **$120,000**.

Interested firms can request a full copy of the RFP by telephoning 701.532.5100, or by email: metrocog@fmmetrocog.org. Copies will be posted on the North Dakota Department of Transportation website (https://www.dot.nd.gov) and will also 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, January 22, 2026** at Metro COG's office will be given equal consideration. 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 12 cities and portions of two counties that comprise the Metro COG region in these efforts.

II. Purpose of Request

Metro COG is seeking proposals with the primary objective to complete socioeconomic and demographic forecasts for the Fargo-Moorhead metropolitan area to the year 2055. The most current demographic study was completed in 2022 and set forth projections through the year 2050 for the Metropolitan Statistical Area (MSA), which comprises the whole of Cass County, ND, and Clay County, MN. Metro COG's planning area encompasses thirty townships which represent portions of Cass County, North Dakota and Clay County, Minnesota (which reflects the extent of Metro COG's regional travel demand model). The urban area includes the cities of Fargo, West Fargo, and Horace in North Dakota; and Moorhead and Dilworth in Minnesota. Forecast disaggregation pursuant to these geographic scales will be important, as further delineated in this RFP.

III. Project Background and Objective

Demographic forecast data is a critical element to Metro COG's metropolitan planning program. Although forecast data is used by Metro COG and local jurisdictions for a variety of purposes, its core purpose is in maintaining and updating the regional travel demand model (TDM).

Metro COG's TDM is based on a four-step planning model with trip generation, trip distribution, mode choice, and trip assignment comprising the main modules of the model. Base demographic data such as population, households, and employment play a major role in model development and calibration. The TDM is divided into geographic areas called traffic analysis zones (TAZs) which are used to create trip generation rates for the region. The TDM is a critical component in the development of the Metropolitan Transportation Plan (MTP), and relies on demographic data including detailed population, household, and employment assessments and projections to properly calibrate trip generations, distributions, and assignments.

Planning for future transportation and infrastructure needs in the metropolitan area requires a realistic vision of the region's future population, households, and employment. As these projections will be a primary tool for communities within the metropolitan area to plan for future growth, the process in which they are derived must be transparent and clear to both policymakers and stakeholders.

This forecast will consist of an update to regional demographic projections, including population, households, and employment. The projections will be aggregated for the entire MSA, and broken down by county, city, and township. Age, household size, and income characteristics shall also be analyzed as part of the forecasts. The Fargo-Moorhead metropolitan area has traditionally exceeded growth projections based on historical analyses due to the long-term health of the regional economy and economic drivers such as higher education, healthcare, agriculture, and manufacturing.

The *Metro COG Baseline 2050 Demographic Forecast* was the framework for development of Metro COG's TDM for the years 2030 and 2050. The current demographic forecasts supported the development of the current approved MTP and subsequent studies and subarea analyses conducted through Metro COG since 2022. Metro COG is pursuing an update to socioeconomic and demographic forecasts with a planning horizon of 2055 to address several primary needs:

1) Assess and evaluate previous local/regional demographic projections and TDM forecast model information for accuracy and validity;
2) Develop socioeconomic and demographic data at different geographic scales, including TDM forecast models for the years 2035 and 2055; and
3) Produce socioeconomic and demographic forecasts to aid in the update of the current 2050 Fargo-Moorhead MTP (to be initiated in 2028) and to be used as a resource for jurisdictions and other entities for local planning purposes.

IV. 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 socioeconomic and demographic forecasts but also can provide pro-activeness, vision, innovation, and collaboration in examining and proposing forecast results and assumptions.

Outlined below is the scope of work that will guide development of the 2055 Socioeconomic and Demographic Forecasts. Metro COG has included the following scope of work to provide interested consultants with 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 socioeconomic and demographic forecasts. At a minimum, the consultant shall be expected to establish detailed analyses, projections, 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 December 2026. 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 coordinate with any subconsultants, as well as all project activities preparation and coordination of all data collection, data analysis, technical memorandum, and draft documents for the SRC. Metro COG shall be responsible for coordinating and scheduling SRC meetings and assisting the consultant in developing agendas. The consultant will be expected to work closely with Metro COG on coordination and distribution of materials as applicable to consultant work tasks, as well as responsible for the recording of meeting minutes. The consultant should also plan on weekly to biweekly updates between the consultant project manager and the Metro COG project manager.

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.

Development of the 2055 Socioeconomic and Demographic Forecasts will be guided by a Study Review Committee (SRC), which will provide oversight and input into the development of study assumptions, patterns, and results. The consultant should expect three meetings with the SRC. The SRC is scheduled to be comprised of the planning directors or their equivalents from each of Metro COG's seven primary jurisdictions: Fargo, West Fargo, Horace, and Cass County, ND; and Moorhead, Dilworth, and Clay County, MN.

Task 3: Stakeholder and Public Engagement Program. The consultant shall gain an understanding of factors influencing recent and future changes in population, households, and employment in the Fargo-Moorhead metropolitan area by conducting brief interviews with groups and individuals with specific insights. At minimum, these organizations should include:

- Economic development;
- Housing and developers;
- Social service agencies;
- School districts;
- Higher education; and
- Large employers.

In lieu of formal public involvement events, the consultant shall work with Metro COG to develop a brief video presentation that easily explains the purpose of the socioeconomic and demographic forecasts to the public as well as demographic assumptions and results. This video presentation will be posted to Metro COG's website and YouTube account and shared with local jurisdictions.

Task 4: Evaluation of Base Data and Previous Forecast Methodologies. The consultant will work with Metro COG staff and the SRC to collectively analyze base data Metro COG has procured, with specific focus on possible irregularities. After base data is reviewed, the consultant will work with staff and the SRC to develop, analyze, and select the preferred methodology that will be used to establish demographic forecasts.

The consultant shall develop and provide a technical memorandum incorporating a thorough review and evaluation of Metro COG's data sources used in the MTP/TDM development process and an analysis of the methodology employed in previous demographic projections, including:

- Forecast methodology and data sources used in development of previous MTP's and transportation studies.
- Accuracy of previous forecasts/analyses.
- Appropriateness of duplicating past methodologies or supplanting with additional data sources and/or changes in methodology.
- An evaluation of the current Metro COG data development process and recommendation on how to proceed.

The consultant shall include at least three potential growth scenarios and methodological options within the technical memorandum. These scenarios will include, at minimum, both "most likely" and "high growth" scenarios for demographic growth within the region to the horizon year. These growth scenarios will be vetted by the SRC and Metro COG staff.

Metro COG acknowledges that there are a number of strategies, techniques, variables, and methodologies that can be used to forecast demographics. Metro COG does not require the consultant to prepare or propose a detailed demographic forecast methodology as part of this RFP. Rather, Metro COG is requesting a proposal that outlines the process and/or strategy whereby the selected consultant, Metro COG, and SRC will collectively analyze and select a preferred methodology to be used to establish socioeconomic and demographic forecasts.

Task 5: Socioeconomic and Demographic Projections and Scenarios. The consultant will provide socioeconomic and demographic projections for the Fargo-Moorhead MSA to the year 2055. The following activities are minimum scope of work requirements.

1) **Population.** Estimate population from 2025 and every five years thereafter until 2055 for the following geographies:
    a) Traffic Analysis Zones (TAZs) within the Metro COG planning area. TAZ geographies and base values will be provided to the consultant prior to development of the demographic projections. The consultant, in coordination with Metro COG and applicable staff from member organizations, may suggest changes to the TAZ geography if necessary;
    b) Metropolitan Statistical Area (MSA) (defined as all of Cass County, ND and Clay County, MN);
    c) Metro COG's Metropolitan Planning Area (MPA) (including the 31 townships and 21 cities);
    d) Rural Cass County (cities and townships within Cass County outside of the MPA); and
    e) Rural Clay County (cities and townships within Clay County outside of the MPA).

2) **Households**. The consultant will provide the following household projections at county, city, township, and TAZ geography levels in five year increments from 2025 through the horizon year of 2055:
    a) Household Type. Percentage splits between single family and multifamily dwelling units. The forecasts shall consider single family households as those with three or less units and multifamily households as those with four or more units.
    b) Household Size. Percentage splits by total number of households by household type. Size classification shall be based on one person, two person, three person, and four or more person households.
    c) Percentage Owner and Renter Occupied. Percentage splits by total number of households.

d) Income. Percentage splits by total number of households. Income category definitions will be based on those used in the American Community Survey (ACS).
e) Vehicle Ownership per Household. Percentage splits by total number of households by vehicle type, by household type, income and size.
f) School-aged children. Number of children between the ages of 5 and 18, allocated by TAZ.
g) College Students. Number of enrolled college students, allocated by TAZ.

3) **Employment.** Estimates of employment projections by industry type are vital to development of the TDM and an accurate forecast of growth within the region. The consultant shall provide the following employment forecasts at county, city, township, and TAZ geography levels in five year increments from 2025 through the horizon year of 2055:by North American Industry Classification System (NAICS) code as described:

   a) Agriculture (NAICS 11)
   b) Education (NAICS 61)
   c) Manufacturing (NAICS 31-33)
   d) Other Industrial (NAICS 21, 23)
   e) Retail (NAICS 44-45)
   f) Service (NAICS 51, 52, 53, 55, 56, 62, 71, 81, 99)
   g) Wholesale Trade, Trans Utilities (NAICS 22, 42, 48, 49)

4) **Considerations.** The Fargo-Moorhead metropolitan area is strongly influenced by national, state, and local variables, all of which need to be considered when estimating socioeconomic and demographic trends affecting the region. At minimum, the following will need to be considered and addressed when examining demographic trends and establishing future projections:
   a) Where new population growth is being generated from;
   b) The proportion of population growth that is migrating to the area from other metropolitan areas in the region/nation;
   c) The amount of growth attributed to New Americans and international immigration;
   d) The influence of adjacent, regional small cities on the demographic shifts of the Fargo-Moorhead MSA;
   e) The influence/impact of higher education institutions in regards to enrollment and the retention of graduates as part of the local workforce;
   f) The impact of existing large employers, both public and private, on regional growth;
   g) The influence of national macro-economic trends including remote work and other work arrangements;

h) The impacts of increased market desirability for certain areas of the region for new development due to locally driven/supported/ financed initiatives and investments (i.e. downtown revitalization efforts, new elementary schools, etc.); and
i) The impacts of other local issues such as land use and zoning policies, comprehensive planning efforts, flood protection, cost of living, etc.

Task 6: Administrative Draft and Final Report. The consultant will prepare an administrative draft of the socioeconomic and demographic forecast for review and comment by the SRC. This draft is to be provided as an electronic PDF to SRC members. Comments received from the SRC will be incorporated in the final report.

Upon final review and consent by the SRC, the consultant will develop a final report that is visually appealing, easy for policymakers and stakeholders to understand, and clearly communicates results and assumptions. The report 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 consultant should develop a final report that:

- Is clearly organized and communicates a clear message both graphically and with accompanying text;
- Is easy to read and understand; and
- Explains key implications as they relate to population characteristics, housing, and employment.

The consultant shall provide Metro COG with appropriate correspondence for final review and approval of the 2055 Socioeconomic and Demographic Forecasts by Metro COG's TTC and Policy Board. Metro COG shall be responsible for presenting and achieving final recommendations and approval of the forecasts.

Task 7: Executive Summary/Fact Sheet. Upon completion of the 2055 Socioeconomic and Demographic Forecasts, the consultant shall develop a brief executive summary or fact sheet in PDF format which relays all pertinent information in an easy-to-follow format. The summary should be concise and highly graphic, highlighting major assumptions, patterns, and results.

Task 8: Deliverables. Upon final completion, the consultant will be responsible for providing a reproducible original of the study in PDF format. All meeting summaries and technical analyses should be included in the appendix of the study. The consultant is expected to provide Metro COG with all data and study products.

NOTE: If the consultant wishes to modify or include additional tasks deemed necessary to successfully complete the study, this must be agreed to by Metro COG prior to issuing the notice to proceed.

V. Implementation Schedule

1) **Consultant Selection.**

Advertise for Consultant Proposals	approximately 11/24/2025
Deadline for RFP Clarifications/Questions	1/12/2026
Metro COG Response to RFP Clarifications/Questions	1/13/2026
Due Date for Proposal Submittals (by 4:30 p.m.)	1/22/2026
Review Proposals/Identify Finalists	(week of) 1/26/2026
Interview Finalists	(week of) 2/2/2026
Metro COG Board Approval/Consultant Notice	2/19/2026
Contract Negotiations/Signed Contract	(week of) 2/23/2026
QBS Submittal & Approval (between NDDOT & Metro COG)	(week of) 2/23/2026
Notice to Proceed*	Immediately after QBS Approval

***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 3/2/2026
Draft Forecast Completion	September 2026
Final Forecast Completion	October 2026
Forecast Adoption	December 2026
Final Invoices Received	No later than 1/29/2027

VI. Evaluation and Selection Process

Selection Committee. Metro COG will establish a selection committee to select a consultant. The selection committee will consist of Metro COG and the planning directors or their equivalents from each of Metro COG's seven primary jurisdictions: Fargo, West Fargo, Horace, and Cass County, ND; and Moorhead, Dilworth, and Clay County, MN.

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 proposed project approach, methodology, and project management techniques
- 20% The consultant's current workload, availability of key personnel, and record of past performance

The selection committee will entertain formal in-person or virtual 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 February 19, 2026 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.

VII. Proposal Content and Format

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) A 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) A 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) A list of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned;
    g) List of client references for similar projects described within the RFP; and
    h) 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 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 – Required Federal Contract Provisions (for review purposes only)

VIII. 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, January 22, 2026** will be given equal consideration. 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 January 12, 2026. 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 January 13, 2026.

IX. 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. The sealed cost proposal is required to include the following documentation:

    a) Documentation from the ND Secretary of State detailing the prime consultant is in good standing and is licensed to do business in the State of North Dakota;
    b) Documentation that the prime consultant is registered with the ND Board of Registration; and
    c) Documentation showing registration with the federal System for Award Management (SAM.gov) that the prime consultant has not been suspended, debarred, voluntarily excluded, or deterred ineligible

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, Required Federal Contract Provisions 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) **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.

6) **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are **required** to follow relevant and currently applicable procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of consultants. Copies of the Manual may be found on the NDDOT website at https://www.dot.nd.gov/sites/www/files/documents/construction-and-planning/Consultant-Admin-Services-Procedures.pdf.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. Insurance

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

XVIII. 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, 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 – Required Federal Contract Provisions

Required Federal Contract Provisions

COMPLIANCE REVIEW NOTE:
The federal contract provisions contained in this document were reviewed for compliance with applicable regulations as of November 6, 2025. While every effort has been made to ensure alignment with current federal requirements, users are advised that regulatory changes may occur. This document reflects the standards in effect at the time of review and does not constitute a commitment to update contract provisions retroactively unless required by law or funding agency directive.

BUY AMERICA REQUIREMENTS 23 CFR 635.410

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.
(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:
   (1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.
   (2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.
   (3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.
   (4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.
(c) (1) A State may request a waiver of the provisions of this section if;
      (i) The application of those provisions would be inconsistent with the public interest; or
      (ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.
   (2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.
   (3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.
   (4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.
   (5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.
(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE 41 CFR 60-1.4(b) 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 actions 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.

* * * * *

(c) *Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.*

(d) *Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.*

(e) *Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.*

(f) *Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.*

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."

USDOT DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS 49 CFR 26

(a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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 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.