

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

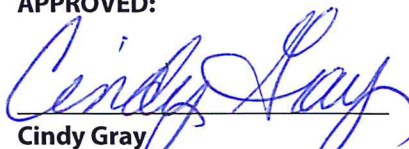
REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2018-218

***76th Avenue Corridor Study
Fargo-Horace-Cass County, ND***

August 21, 2018

APPROVED:


Cindy Gray
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:

76th Avenue Corridor Study

Selection criteria will follow a qualifications-based review process to analyze proposals from responding consultants. The most qualified candidates will be invited to present an oral interview. Upon completion of technical ranking, oral interviews and possible discussion with candidate consultants, Metro COG will enter into negotiations with the top ranked consulting firm. The consultant will submit with their response to this RFP a **sealed cost proposal**. The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all cost proposals submitted. This project will be 75% funded in part with federal transportation funds and has a not-to-exceed budget of **\$175,000 dollars**.

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

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

All proposals received by **4:30 pm on Friday, September 14, 2018** at Metro COG's office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit six (6) hard copies and one (1) PDF copy of the proposal. The full length of each proposal should not exceed fifteen (15) double-sided pages for a total of thirty (30) pages; including any supporting material, charts, or tables.

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

Michael Maddox, AICP
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102
maddox@fmmetrocog.org
701-232-3242 ext. 33

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

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

TABLE OF CONTENTS

I.	Agency Overview	4
II.	Purpose of Request	4
III.	Background Information	4
IV.	Project Objective.....	6
V.	Scope of Work and Performance Tasks	6
VI.	Implementation Schedule	10
VII.	Evaluation and Selection Process.....	11
VIII.	Proposal Content and Format	12
IX.	Submittal Information.....	13
X.	General RFP Requirements.....	13
XI.	Additional Information	15
XII.	Contractual Information	15
XIII.	Payments	15
XIV.	Federal and State Funds	16
XV.	Title VI Assurances	16
XVI.	Termination Provisions	17
XVII.	Limitation on Consultant	18
XVIII.	Conflict of Interest	18
XIX.	Insurance.....	18
XX.	Risk Management	18
	Exhibit A – Cost Proposal Form.....	20
	Exhibit B – Debarment of Suspension Certification	21
	Exhibit C – Certification of Restriction on Lobbying	22
	Exhibit D – Standard Form 330.....	23

I. Agency Overview

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

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

II. Purpose of Request

The intent of this RFP is to obtain professional consultant services to conduct a transportation corridor study the future extension of 76th Avenue South from the Sheyenne Diversion to the Red River of the North. The purpose of this study is to set forth a vision for the corridor, evaluate the future functionality of the roadway, roadway configuration alternatives to meet traffic demand, future desired land uses along the corridor, interim build alternatives, future intersection control needs, phased implementation plan, and application of an access management philosophy which may include interim and long term changes to existing intersections and access points.

III. Background Information

Project Goals

Metro COG and its local partners have placed a priority on developing a vision for the 76th Avenue Corridor before extensive development occurs along the corridor, and will collaborate on the project with the goal of identifying future characteristics of the roadway, such as capacity, multi-modal features, and corridor aesthetics. Specific project goals include:

- Identify right of way for needed roadway cross-sections (both now and in the future),
- Identify future capacity needs of the corridor,
- Determine the desired functionality of the corridor,
- Identify safety features that should be considered as part of roadway design,
- Preserve functionality through access management applications,
- Create a vision and palette of features that will result in a livable corridor that adds to the aesthetics of the community regardless of the corridor's functionality,
- Integrate multimodal transportation options through a complete streets approach,
- Create feasible alternatives that can be carried forward into the NEPA process, and
- Plan for phased roadway installation in a manner that allows the initial roadway investment to become part of the ultimate roadway configuration for the purpose of preserving initial investments made in the roadway.

An important element of the project will involve working toward consensus between the City of

Fargo, City of Horace, Cass County and the North Dakota Department of Transportation regarding the vision for the corridor and future roadway characteristics.

Corridor and Study Area History

Metro COG has focused significant planning efforts over the last five-years to study the infrastructure needs of the southern growth area of the region. Metro COG's 2040 Long Range Transportation Plan identified key corridors in this area, but acknowledged limited ability to extend infrastructure to this area. In 2014 Metro COG embarked on a large subarea plan called the Southwest Metropolitan Transportation Plan (SWMTP). This plan forecasted the growth that was expected to occur in this area, worked with local jurisdictions of Fargo and Horace to prepare updated land use plans for the study area, set forth a proposed future functional classification system, and gave time horizons on when infrastructure investment (i.e. roadway extensions and capacity improvements) would need to occur.

In 2017, Metro COG conducted a corridor study of 52nd Avenue South. This study evaluated the widening of a rural section of 52nd Avenue South between Cass County Road 17 and 45th Street South. The emphasis on widening the 52nd Avenue South corridor was one of the first recommendations to come out of the SWMTP, which is currently scheduled to be constructed in 2019.

Study Area Growth

Since the completion of the SWMTP, growth in Horace has been occurring faster than previously assumed, largely due to an agreement between the Cities of Horace and Fargo that resulted in sanitary sewer services provided to Horace. In the short term, development in Fargo has been less than anticipated in SWMTP, largely due to the lack of permanent flood control infrastructure at this time. The SWMTP designated 76th Avenue South as a future principal arterial roadway with a future interchange at I-29.

Growth in Horace and in some portions of South Fargo, particularly near Davies High School, has begun to occur in close proximity to 76th Avenue S. The West Fargo School District has a bond referendum on the ballot in early September, 2018. If passed, this bond referendum will result in the construction of a middle school and high school with a short term (2020) capacity of 800 middle school students and 1,000 high school students, and a 2025 capacity of 1,600 middle school students and 2,000 high school students. The property owned by the West Fargo School District for this facility is located adjacent to the 76th Avenue corridor, approximately ½ mile east of County Road 17. The City of Horace expects to see significantly heightened interest in residential development as a result of the school. The community is also interested in commercial and industrial development.

The limited roadway network connecting Horace to other locations within the metro area results in growth-related challenges. Recently, Metro COG has worked with Cass County and the Cities of Horace and Fargo to discuss the potential for an interim construction project that would provide alternative access to Horace. The 76th Avenue corridor has been discussed as a potential short term connection to Horace, but no conclusions have been made and no projects have been identified. As part of the 76th Avenue Corridor Study, Metro COG and local project partners are

seeking assistance to create the vision for the corridor through building consensus with those who have stake in this area and to assess the overall impact of this corridor, and the build alternatives, on the entire transportation network.

IV. Project Objective

The objective of the 76th Avenue South Corridor Study is to balance the needs of the metropolitan area with respect to this corridor's capacity, reliability, efficiency, connectivity, safety, and multimodal character with the extent to which this corridor will serve as access to adjacent neighborhoods and developments. Furthermore, the objective is to identify a range of potential improvement projects for consideration in future construction programs, derived from a transparent, rational, and meaningful transportation planning process.

The recommendations of this study will consider existing and planned land uses adjacent to the corridor and will include short- and long-term solutions for current and anticipated travel demand. The alternatives should provide reasonable detail including but not limited to: number and width of lanes, whether or not on-street parking should be allowed, multimodal transportation options, and corridor beautification applications to determine right-of-way widths for the corridor and a possible future I-29 interchange, intersection spacing, intersection configurations including turn lanes and traffic control, railroad crossing improvements, utility relocations, and bicycle, pedestrian and transit facilities. Conceptual (i.e. planning level) layouts for access modifications to existing developments along the corridor may be needed, depending upon the desired and needed functionality of the corridor from a metropolitan transportation planning perspective. Buffers between the future roadway and adjacent development (particularly existing development) may also need to be considered.

V. Scope of Work and Performance Tasks

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

Outlined below is the scope of work that will guide development of the 76th Avenue South Corridor Study. Metro COG has included the following scope of work to provide interested consultants insight into study intent, context, coordination, responsibilities, and other elements to help facilitate proposal development. This outline is not necessarily all-inclusive and the consultant may include in the proposal any additional tasks deemed necessary to successfully complete the study. At a minimum, the consultant will be expected to establish detailed analyses, recommendations, and/or deliverables for the following tasks:

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

meeting), which may be provided in the form of an email following the bi-weekly progress meetings.

Task 2: Public Participation: This study process must inform the public and affected stakeholders and provide opportunity for input, but will likely be more reliant on input from affected stakeholders such as large-tract property owners and the Study Review Committee (SRC).

Given the nature of the corridor, there will need to be significant time spent coordinating the study amongst project stakeholders. Significant efforts should be put forth in visioning, gaining consensus among members, and identifying/interviewing those with particular stake in the corridor. The study should plan to consistently meet with the SRC and project stakeholders throughout the planning process. The consultant will follow Metro COG's approved Public Participation Plan for all public participation elements of the study.

Presentations. The study will involve a minimum of one (1) in-person presentation to both Metro COG's Transportation Technical Committee (TTC) and Policy Board; and one (1) in-person presentation before the Cass County Board of Commissioners, the City of Fargo (potentially a presentation to a combined gathering of the Planning Commission and City Commission), and City of Horace City Council. The timing of these presentations will be determined mutually after consultant selection occurs.

Study Review Committee. Development of the 76th Avenue South Corridor Study will be guided by a Study Review Committee (SRC), which will provide oversight and input into the development of the corridor study. The consultant should expect at least four (4) meetings with the SRC, which can be coordinated with public involvement and/or stakeholder meetings so as to make efficient use of any travel expenditures, if applicable. The consultant will be expected to work closely with Metro COG on coordination and distribution of materials to the SRC as applicable to consultant work tasks, as well as recording meeting minutes.

Final Presentations. Metro COG, along with the consultant, will seek final study acceptance from Metro COG's TTC and Policy Board, and may include approval from study partners.

Stakeholder meetings. The consultant should arrange for and conduct interviews of stakeholders who have particular vested interests in the corridor. The consultant will work with the SRC to identify stakeholders with whom coordination should occur. Stakeholder entities may include adjacent landowners, developers, adjacent businesses and the Fargo and West Fargo School District leadership. Metro COG staff will participate with the consultant in many of the stakeholder interviews.

Newsletters. Three newsletters should be prepared for mailing to property owners adjacent to the corridor. The first newsletter will inform the public about the longstanding practice of section line roads serving as important corridors in the region's transportation system, the recommendation of the LRTP and SWMTP for an interchange at I-29, and the purpose of studying the corridor at this time (i.e. a primer on metropolitan area transportation planning as it relates to this project). It will provide contact

information for the consultant and the SRC members and let the public know what to expect in the way of future information.

The second newsletter should explain the outcome of the analysis and SRC coordination relative to the vision for the corridor and the needs of the corridor to serve the metropolitan area.

The third newsletter should explain the draft corridor alternatives and serve as an invitation to public meetings.

Public Meetings. After completion of draft alternatives for the corridor, two public meetings will be held - one in Horace and one in Fargo – to present the corridor alternatives to the public and seek public input.

Website posting of study materials. Metro COG is currently in the process of updating its website. By the time the project is underway, the updated website will be up and running and we will have the ability to provide a website tab where information about this study will be posted. The consultant will provide pdfs of draft and final materials at various key times throughout the project for posting on the project website. The consultant will be responsible for pushing information out to the public through project-based, jurisdiction, and Metro COG social media accounts.

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

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

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

- Adopted comprehensive plan, community plans, transportation studies, land use information, zoning districts, and other development standards and regulations
- Adopted Long Range Transportation Plan and associated data
- Current Metro COG Transportation Model
- Traffic counts, accident data, on-street parking utilization rates, signal warrants, aerial photos, major street network classifications, sign inventories, traffic signal data, GIS/CADD property and right-of-way maps, funding data, etc.
- Geometrics, typical roadway sections, and pavement conditions
- Signalized and unsignalized intersection capacity analyses, travel speeds, turning movements, roadway widths, roadway surface, right-of-way widths, number of lanes,

access management, freight rail traffic, sidewalk inventories, bike lanes, ADA ramp locations, transit ridership, transit maps, and route information

- U.S. Census Bureau data
- Building permits, utility records, and lighting
- Socioeconomic data and projections
- GIS data/shapefiles, as available from the City of Fargo, Cass County, Metro COG, and other sources
- Proposed development plats/layouts
- Existing access points
- Wetlands and drains
- Property ownership, especially of large-tract properties along the section line
- Floodplain and floodway information and relationship of existing flood protection and drainage infrastructure to the corridor

Task 4: Visioning – The consultant will work with the SRC to develop a vision for the corridor. The vision of the corridor should be used to determine the look and feel of the roadway and how the corridor fits into the contextual fabric of the community. This vision should include:

- Adjacent land uses along the corridor
- The proposed future functional classification of the roadway
- The access management policy and practice that should be applied
- Transportation system connectivity (connection to interstate and other arterial roadways)
- Corridor aesthetics
- Context sensitive areas or segments of the corridor that may change in context (including areas where speed must transition)
- The nature of bicycle, pedestrian and transit accommodations along the corridor

The vision of the plan should take local comprehensive planning efforts into consideration. In order to evaluate alternative visions, the consultant should engage in scenario planning methods which may include traffic analysis tools, 3-D visualization, or other tools necessary to vet the development of corridor characteristics.

Task 5: Alternatives Analysis and Development. The consultant will provide a thorough analysis of level of service impacts for 76th Avenue and provide corridor alternatives that both meet future traffic demand needs and integrate the vision and goals set forth in other areas of the scope. The consultant will also determine a phased alternatives approach in which roadway investments can be made when needed and in a manner that preserves the investment previously made.

This analysis will help in the development of roadway section alternatives, intersection alignments and configurations, I-29 interchange configurations, lane adjustments, intersection control evaluation, pedestrian crossings, non-motorized traffic accommodations, and intersection control. The alternatives analysis and development should include a focus on Complete Streets improvements along the corridor and should consider safety measures for all modes and users.

The consultant will utilize the Metro COG Travel Demand Model to determine future traffic volumes, and utilize other modeling software to balance the vision for the corridor with the projected traffic demand for the corridor. The consultant should examine community impacts resulting from an increase in traffic flow and ways to accommodate or mitigate traffic/congestion, identify potential future needs to buffer existing development from future roadway improvements, and propose planning level layouts of how buffering could be accomplished.

Task 6: Recommendations. Based on identified issues and preferred development strategies, a number of alternatives will be identified for the 76th Avenue corridor. These include, at minimum, at least one no build alternative and two build alternatives for the study area. Each build alternative may include a number of sub-alternatives to satisfy both the project objective.

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

- Description of no-build alternative(s)
- Description of proposed build alternatives and sub-alternatives
- Analysis and review of all alternatives with an explanation of vision versus traffic accommodation
- Summary of estimated costs for all build alternatives and sub-alternatives

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

Task 7: Report. The consultant will develop a final report that includes an executive summary which relays all pertinent information to the public in an easy-to-follow format as well as a full report summarizing the study process, project objective, relevant data collected, written and graphic description of alternatives, identification and comparison of potential impacts, written and graphic description of alternatives that are recommended to be dropped from further consideration, written and graphic description of alternatives that are recommended to move forward into the environmental documentation process at such time as any part of the project moves forward, phasing strategies, and planning level cost estimates. All stakeholder and public comments received should be included in the appendix of the final report.

Task 8: Deliverables. The consultant will be responsible for providing ten (10) bound hard copies and a reproducible original of the study in PDF format. All meeting summaries and technical analyses will be included in the appendix of the study.

VI. Implementation Schedule

1) Consultant Selection.

Advertise for Consultant Proposals	8/22/2018
Deadline for RFP Clarifications/Questions	8/29/2018
Due Date for Proposal Submittals (by 4:30 pm)	9/14/2018
Review Proposals/Identify Finalists	(week of) 9/17/2018
Interview Finalists	(week of) 9/24/2018

Contract Negotiations	(week of) 10/01/2018
Metro COG Policy Board Approval/Consultant Notice	10/18/2018

2) **Project Development (Major Milestones).**

Notice to Proceed	Upon Contract Execution
Project Start-Up/Mobilization	Immediately Upon Execution
Draft Study Completed	September 2019
Final Documents Completed/Project Closeout	October 2019
Final Invoices Received	November 2019

VII. Evaluation and Selection Process

Selection Committee. Metro COG will establish a selection committee to determine which consultant, by its determination, has the best skills and approach to complete the project. Metro COG will not disclose the membership of the selection committee prior to consultant interviews.

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

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

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

A consultant will be selected at the October 2018 TTC and Policy Board meetings based on an evaluation of the proposals submitted, the recommendation of the selection committee, and approval by Metro COG’s Policy Board.

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

desired results.

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

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

VIII. Proposal Content and Format

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

At minimum, proposals shall include the following information:

- 1) **Contact Information.** Name, telephone number, email address, mailing address, and other contact information for the consultant's project manager.
- 2) **Introduction and Executive Summary.** This section shall document the firm name, business address (including telephone, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major features that may differentiate this proposal from others, if any.
- 3) **Work Plan and Project Approach Methodology.** Proposals shall include the following, at minimum:
 - a. A detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP. A timeline for completion of the requested services, including all public involvement opportunities and stakeholder meetings, identifying milestones for development of the project and completion of individual tasks.
 - b. List of projects of similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
 - c. List of the proposed principal(s) who will be responsible for the work, proposed project manager and project team members (with resumes).
 - d. 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 below in Section VIII. General Proposal Requirements
 - e. 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.

- f. List of client references for similar projects described within the RFP.
 - g. Required Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms participation documentation, if applicable.
 - 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 in ink by an authorized member of the firm/project team.
- 5) **Attachments.** Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:

Exhibit A – Cost Proposal Form
Exhibit B – Debarment of Suspension Certification
Exhibit C – Certification of Restriction on Lobbying
Exhibit D – Standard Form 330 (if required – see page 2).

IX. Submittal Information

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

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

All proposals received by **4:30 pm on Friday, September 14, 2018** at the Metro COG office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit six (6) hard copies and one (1) PDF copy of the proposal. The full length of each proposal should not exceed fifteen (15) double-sided pages for a total of thirty (30) pages; including any supporting material, charts or tables.

Metro COG will hold a preproposal meeting on Wednesday, August 29, 2018 at 10:00 a.m. in Metro COG's conference room, where consultants may attend and ask any questions they may have about the intent of the study. Upon request, Metro COG will provide a conference hotline to consultants who cannot be at the meeting in person. No response will be given to verbal or written questions prior to or after this meeting. 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. A summary of the preproposal meeting will be posted on Metro COG's website before proposals are due.

X. General RFP Requirements

- 1) **Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name, with a separately sealed cost proposal per the requirements of this RFP. Cost

proposals shall be based on an hourly “not to exceed” amount and shall follow the general format as provided within Exhibit A of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the consultant identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services, negotiations will be terminated and negotiations will begin with the next most qualified consultant. This process shall continue until a satisfactory contract has been negotiated.

- 2) **Consultant Annual Audit Information for Indirect Cost.** Consulting firms proposing to do work for Metro COG must have a current audit rate no older than fifteen (15) months from the close of the firms Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This document must be attached with the sealed cost proposal.**
- 3) **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** Respondents must attach signed copies of Exhibit B – Debarment of Suspension Certification and Exhibit C – Certification of Restriction on Lobbying within the sealed cost proposal, as well as Exhibit D – Standard Form 330 (if required).
- 4) **Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his/her ability to perform or finance this work.
- 5) **Disadvantaged Business Enterprise.** Pursuant to U.S. Department of Transportation policy and 49 CFR Part 26, Metro COG supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota or Minnesota shall be included within the proposal. If the consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the subcontractor’s certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.
- 6) **U.S. Department of Transportation Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants are advised to review and consider the *U.S. Department of Transportation Policy Statement on Bicycle and Pedestrian Accommodation* issued in March of 2010 when developing written proposals.
- 7) **North Dakota Department of Transportation Consultant Administration Services Procedure**

Manual. Consultants are advised to follow procedures contained in the *North Dakota Department of Transportation Consultant Administration Services Procedure Manual*, which includes pre-qualifications of consultants. Copies of the manual may be found on Metro COG's website at www.fmmetrocog.org or the NDDOT website at www.dot.nd.gov.

XI. Additional Information

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

XII. Contractual Information

- 1) Metro COG reserves the right to reject any or all proposals or to award the contract to the next most qualified consulting firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. Metro COG shall not pay for any information contained in proposals obtained from participating firms.
- 2) Metro COG reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
- 3) Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by the Metro COG Policy Board.
- 4) If, through any cause, the consultant shall fail to fulfill in a timely and proper manner the obligations agreed to, Metro COG shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- 5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by Metro COG and shall contain, as a minimum, applicable provisions of the RFP. Metro COG reserves the right to reject any agreement that does not conform to the RFP and any Metro COG requirements for agreements and contracts.
- 6) The consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.

XIII. Payments

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

XIV. Federal and State Funds

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

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

XV. Title VI Assurances

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

- 1) **Compliance with Regulations.** The consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).
- 2) **Nondiscrimination.** The consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the consultant of the contractor's obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.
- 4) **Information and Reports.** The consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro COG or NDDOT to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to Metro COG, or NDDOT, as appropriate, and shall set forth what efforts it has made to obtain the information.

- 5) **Sanctions for Noncompliance.** In the event of the consultant's noncompliance with the nondiscrimination provisions as outlined herein, Metro COG and NDDOT shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:
 - a) Withholding of payments to the consultant under the contract until the consultant complies, and/or;
 - b) Cancellation, termination, or suspensions of the contract, in part or in whole.
- 6) **Incorporation of Title VI Provisions.** The consultant shall include the provisions of Section XIII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as Metro COG, the U.S. Department of Transportation, or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the consultant may request Metro COG enter into such litigation to protect the interests of Metro COG; and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

XVI. Termination Provisions

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

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

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

XVII. Limitation on Consultant

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

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

XVIII. Conflict of Interest

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

XIX. Insurance

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

XX. Risk Management

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

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

- 1) Commercial general liability and automobile liability insurance - minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.

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

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

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

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

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

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

Exhibit A – Cost Proposal Form

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

REQUIRED BUDGET FORMAT Summary of Estimated Project Cost

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

Exhibit B – Debarment of Suspension Certification

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

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

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

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

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

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

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

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

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

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

Exhibit C – Certification of Restriction on Lobbying

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

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

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

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

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ___ / ___ / ___

(Title of authorized official)

Exhibit D – Standard Form 330
ARCHITECT- ENGINEER QUALIFICATIONS

PART 1- CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

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

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

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE _____

5. NAME OF FIRM _____

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

C. PROPOSED TEAM

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

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

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

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

19 RELEVANT PROJECTS

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

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

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

29. EXAMPLE PROJECTS KEY

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

H. ADDITIONAL INFORMATION

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

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

