

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

***Transit Routing, Street Design, and Transit
Scheduling Software***

July, 2023

APPROVED:



Ben Griffith
Metro COG, Executive Director

REQUEST FOR PROPOSALS (RFP)

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

Transit Routing, Street Design, and Transit Scheduling Software

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified candidates may be invited to present an oral interview. Upon completion of technical ranking and oral 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.

Interested firms can request a full copy of the RFP by telephoning 701.532.5100, or by e-mail: metrococg@fmmetrococg.org. Copies will be posted on the North Dakota Department of Transportation QBS website (<https://www.dot.nd.gov>) and are also available for download in .pdf format at www.fmmetrococg.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 (Exhibit D) with their submittal of information.

All proposals received by **4:30 p.m. (Central Time) on Friday, August 4, 2023** at the Metro COG office will be given equal consideration. Respondents must submit a digital copy of the proposal which should include the technical capabilities and specifications of the software. The full length of each proposal shall not exceed three (3) double sided pages for a total of six (6) pages; including any supporting material, charts, or tables.

Note: The document can be made available in alternative formats for persons with disabilities by contacting Savanna Leach, Office Manager at 701.532.5100 or leach@fmmetrococg.org.

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Note: Throughout this RFP, Metro COG may be referred to as 'Client' and the consulting firm may be referred to as 'Consultant', 'Contractor', or 'Firm'.

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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 our 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 two counties that comprise the Metro COG region in these efforts.

II PROJECT BACKGROUND AND OBJECTIVE

The purpose of this Request for Proposals (RFP) is to solicit software companies who can provide Metro COG with transit routing, street design, and transit scheduling software as a cohesive software package to assist the agency in its multimodal transportation planning efforts.

Metro COG currently utilizes transit routing software to plan future fixed-route transit services, to plan for route deviations, to plan for and organize transit stops, and to measure both the financial and rider impact of all the aforementioned planning efforts. In recent years, roadway construction has impacted many transit routes often times leading to degrading on-time performance. This creates problems for a system that is designed to pulse out of a single downtown hub which connects to routes that run between the entire FM Metro Area.

Metro COG and MATBUS are seeking a software package that can aid in the planning and implementation of route changes by providing information on how route changes will affect route timing, route length, ridership, and environmental justice statistics. In addition, the successful vendor should supply a product that can be used to estimate operating costs and the number of buses necessary to maintain frequency.

Metro COG also currently utilizes street design conceptualization software to roughly sketch-out cross section alternatives for various planning efforts it undertakes. This is a very useful tool for staff in preparing visualizations of complex roadway alternatives and treatments. This reduces the time and effort in Metro COG's various projects conceptualizing design alternatives and relaying them to the other technical professionals and the public.

Transit Routing, Street Design, and Transit Scheduling Software

Metro COG is working with MATBUS to acquire transit scheduling software as part of the licensing of transit routing and street design software. MATBUS currently does route scheduling manually, which is time intensive. The addition of scheduling software would make it easier and more efficient to institute different scheduling schemes. It would also give Metro COG staff the ability to assist in this effort, especially when analyzing transit services during the update to the Transit Development Plan (TDP).

III SCOPE OF WORK AND PERFORMANCE TASKS

The successful firm will demonstrate their ability to deliver the software package as outlined within this RFP. Below are the requirements that the software must meet for each software tool:

Transit Routing Software

- The software platform must provide an interface for modifying routes through the use of General Transit Feed Specification (GTFS) and for creating new routes.
- The software platform must allow the user to create and modify routes within the confines of the existing transportation network.
- The software platform must have the ability to incorporate demographic data of proposed route changes. It should also be able to calculate route timing, estimate route operational costs, and be able to estimate ridership for proposed routes using inputted census data.
- The software platform must include a built-in Title VI and Environmental Justice (EJ) service equity analysis which provides in-depth change analysis between existing transit routes and changes.
- Must be able to export data into Microsoft Excel, KML, Shapefile, and GTFS.
- Must illustrate a transit rider's ability to travel within several set periods of time from any point on the map.
- The product must be able to produce data in a compelling and visual nature easily understandable to both technical experts and the layperson.

Street Design Software

- The product must use cloud-based software with an interactive interface for right-of-way street design.
- The software platform must have the ability to pull data to auto-populate existing conditions for roads.
- The software platform must allow for plan view, providing flexibility to incorporate changing conditions within a corridor.
- The software platform must allow for easy editing such as copy, paste, delete, and undo functionality.
- The software platform must have advanced editing tools to create curves, tapers, and complicated intersections with precision.

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- Must allow for added detail with the ability to add street elements to street design such as street signage, landscaping features, and traffic signals.
- Must be able to add custom data layer uploads like collisions and traffic volumes, to help make data-driven decisions.

Transit Scheduling Software

- The software package must allow for the potential addition of further transit scheduling tools which would consider agency preferences and parameters to create multiple optimized options with easy-to-understand tradeoffs.
- The software platform must enable users to create complete and accurate General Transit Feed Specification (GTFS) data for immediate upload, so riders can stay informed and plan accurate trips.
- The software platform must be able to work seamlessly together with transit routing software as changes are made.
- Must be able to pass along timetables, schedule vehicles and operators, and start the bidding process.
- Must be able to import timetables and previous bids to build upon.

IV Task 7 - IMPLEMENTATION SCHEDULE

1) Consultant Selection

Advertise for Consultant Proposals	7/14/2023
Due Date for Proposal Submittals (by 4:30pm)	8/4/2023
Review Proposals/Identify Finalists	8/7/2023
Interview Finalists	between 8/8/2023 – 8/9/2023
Metro COG Board Approval/Consultant Notice	8/17/2023
Contract Negotiations	(week of) 8/21/2023

***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 (9-2016) and Prime Consultant Request to Sublet form (SFN 60233 (9-2019) 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.**

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V EVALUATION AND SELECTION PROCESS.

Selection Committee. The Client has established a selection committee to review the proposals and evaluate potential vendors. The committee consists of officials from Metro COG, and MATBUS.

The selection process will be administered under the following criterion:

- 20% - Software User Experience
- 20% - Data Integration
- 20% - Simulation Capabilities
- 20% - Equity Tools
- 20% - Public Interface

The selection committee will entertain telephone and/or online webinar presentations for the top candidates to provide additional input and help guide the evaluation process. Should the vendor choose to demonstrate their product via a web-based interview, it is the vendor's responsibility to provide for the coordination and hosting of the presentation. The presentations may be followed by a question and answer period during which the committee may ask the prospective vendors additional questions on their data products.

The Client reserve 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 vendor. The Client reserve the right to award a contract to the firm that presents the proposal, which, in the sole judgement of the Client, best accomplishes the desired results.

The RFP does not commit the Client 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. The Client reserves the right to withdraw this RFP at any time without prior notice.

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

VI PROPOSAL CONTENT

The purpose of the proposal is to demonstrate the qualifications, competence, and ability of vendors to provide transit route planning software to the Client within the requirements of the RFP. The proposal must address each of the data specifications listed in the Deliverables section of this RFP.

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The Client is asking qualified vendors (bidders must be prequalified by the NDDOT) to supply the following information. Please include all requested information in the proposal to the fullest extent practical.

1. **Contact Information.** Name, telephone number, email address, mailing address and other contact information for the vendor's point of contact.
2. **Introduction and Executive Summary.** This section shall document the firm name, business address (including telephone, FAX, email address(es), year established, type of ownership and parent company (if any), point of contact name, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any).
3. **Overview of Vendor's Software.** Proposals shall include the following, at minimum:
 - a. A detailed list and explanation of the attributes included of the software.
 - b. A detailed list and explanation of the services provided in addition to the software subscription.
 - c. A list five (5) of other agencies who have used or are using the software as a reference.
 - d. A sealed cost proposal that is separate from the main proposal, with information about the cost of the software.
 - e. Required Disadvantaged Business Enterprise (DBE) Firms participation documentation, if applicable.
 - f. Ability of vendor to meet the required time schedule.
4. **Signature.** Proposals shall be signed in ink by an authorized member of the firm.

VII Submittal Information

All proposals received by 4:30 p.m. on Friday, August 4, 2023 at Metro COG's office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to apply. Respondents must submit one (1) PDF copy of the proposal. The full length of each proposal should not exceed three (3) double sided pages for a total of six (6) pages; including any supporting material, charts, or tables.

The vendor may ask for clarifications of the RFP by submitting written questions to Michael Maddox, Fargo-Moorhead Metro COG, at maddox@fmmetrocog.org. The Client reserves the right to decline a response to any question if, in the Client's assessment, the information cannot be obtained and shared with all potential vendors in a timely manner.

Transit Routing, Street Design, and Transit Scheduling Software**VIII GENERAL RFP REQUIREMENTS.**

1. **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.
2. **Disadvantaged Business Enterprise.** Pursuant to Department of Transportation policy and 49 CFR Part 23, NDDOT 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 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.
3. **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow procedures contained in the Federal Standard Form 330. Copies of this form are available on the NDDOT website at:
<https://www.dot.nd.gov/business/consultants.htm>

IX CONTRACTUAL INFORMATION.

- 1) The Client 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. The Client will not pay for any information contained in proposals obtained from participating firms.
- 2) The Client 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

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manner the obligations agreed to, the Client 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 the Client and shall contain, as a minimum, applicable provisions of the Request for Proposals. The Client reserves the right to reject any agreement that does not conform to the Request for Proposal 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.

X PAYMENTS

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

XI 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.

XII TITLE VI ASSURANCES

Prospective Consultants should be aware of the following contractual ("Contractor") 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, Title 49, Code of Federal Regulations, Part 21, as they may be

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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 Subconsultants, 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 Subconsultant or supplier shall be notified by the Consultant of the Consultant'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 the North Dakota Department of Transportation 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 the North Dakota Department of Transportation, 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, the Client and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration / Federal Transit Administration may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies; or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6) **Incorporation of Title VI Provisions.** The Consultant shall include the provisions of Section XII, 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 or the U.S. Department of Transportation, Federal Highway Administration,

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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 Subconsultant 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 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

XIII TERMINATION PROVISIONS

The Client 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 the Client.

The Client may cancel or reduce the amount of service to be rendered if there is, in the opinion of the Client, 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, the Client 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, the Client shall pay the agreed rate only for services delivered up to the date of termination. The Client has no obligation to the Consultant, of any kind, after the date of termination. Consultant shall deliver all records, equipment and materials to the Client within 24 hours of the date of termination.

XIV LIMITATION ON CONSULTANT

All reports and pertinent data or materials are the sole property of the Client and its state and federal planning partners and may not be used, reproduced or released in any form without the explicit, written permission of the Client.

The Consultant should expect to have access only to the public reports and public files of local governmental agencies and the Client 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.

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XV CONFLICT OF INTEREST

No Consultant, Subconsultant, 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 the Client or in any way compromise the services to be performed under this agreement. The Consultant shall immediately notify the Client of any and all potential violations of this paragraph upon becoming aware of the potential violation.

XVI INSURANCE

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

XVII RISK MANAGEMENT

The Consultant agrees to defend, indemnify, and hold harmless the Client and the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the Client and the State or its agents, but not against claims based on the Client'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 the Client and the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Client and the State is necessary. Consultant also agrees to defend, indemnify, and hold the Client and the State harmless for all costs, expenses and attorneys' fees incurred if the Client or the State prevails in an action against Consultant in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

The Consultant shall secure and keep in force during the term of this agreement, 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. The Client and the State of North Dakota, its agencies, officers, and employees

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(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 the Client 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 the undersigned Client and the State Risk Management Department.

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

The Client 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, the Client 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 the Client or State. Any insurance, self-insurance or self-retention maintained by the Client 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. The Client 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.