

**FARGO-MOORHEAD  
METROPOLITAN COUNCIL OF GOVERNMENTS**

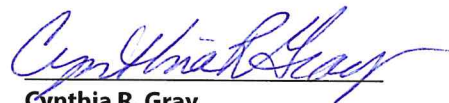
**REQUEST FOR PROPOSALS (RFP)**

**PROJECT NO. 2021-221**

***METRO COG BASELINE 2050 DEMOGRAPHIC FORECAST***

***AUGUST 20, 2021***

**APPROVED:**



**Cynthia R. Gray  
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:

### ***Metro COG Baseline 2050 Demographic Forecast***

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. **Proposals shall be submitted in both hard copy and PDF format. Sealed costs proposals shall be submitted as a hard copy. Both proposal and cost proposal shall be due by the date and time specified below.** 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 funded in part with federal transportation funds and has a not-to-exceed budget of **\$50,000 dollars**.

Interested firms may request a hard copy of this RFP by telephoning 701.532.5100, or by email at [leach@fmmetrocog.org](mailto:leach@fmmetrocog.org). Copies will be posted on the North Dakota Department of Transportation QBS website ([www.dot.nd.gov](http://www.dot.nd.gov)) and will also be available for download in PDF format at [www.fmmetrocog.org](http://www.fmmetrocog.org).

All proposals received by **4:30 p.m. on Friday, September 10, 2021** at Metro COG's office will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. Respondents must submit one (1) PDF of the proposal, and one (1) sealed hard copy of the cost proposal. The full length of each 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 2<sup>nd</sup> Street North, Suite 232  
Fargo, ND 58102-4807  
[altenburg@fmmetrocog.org](mailto: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 document can be made available in alternative formats for persons with disabilities by calling Savanna Leach, Metro COG Office Manager at 701.532.5100 or email at [leach@fmmetrocog.org](mailto:leach@fmmetrocog.org).

**TABLE OF CONTENTS**

I. Agency Overview .....4

II. Purpose of Request .....4

III. Project Background and Project Objective .....4

IV. Scope of Work and Performance Tasks .....5

V. Implementation Schedule ..... 11

VI. Evaluation and Selection Process..... 11

VII. Proposal Content and Format ..... 12

VIII. Submittal Information ..... 13

IX. General RFP Requirements ..... 14

X. Additional Information..... 15

XI. Contractual Information ..... 16

XII. Payments ..... 16

XIII. Federal and State Funds ..... 16

XIV. Title VI Assurances ..... 17

XV. Termination Provisions ..... 18

XVI. Limitation on Consultant..... 18

XVII. Conflict of Interest ..... 19

XVIII. Insurance..... 19

XIX. Risk Management ..... 19

Exhibit A – Cost Proposal Form ..... 21

Exhibit B – Debarment of Suspension Certification..... 22

Exhibit C – Certification of Restriction on Lobbying..... 23

Exhibit D – Federal Clauses..... 24

## **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**

Metro COG is seeking proposals with the primary objective to complete a baseline demographic forecast for the Fargo-Moorhead metropolitan area to the year 2050. The most current demographic study was completed in 2017 and set forth projections through the year 2045 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 Project 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; thus, base demographic data such as population, households, and employment play a major role in model development and calibration. The TDM is divided into geographic area 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 in order 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 aggregate for the entire MSA, and broken down by jurisdiction. Age, household size, and income characteristics shall also be analyzed as part of the baseline forecast. 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 *2017 Demographic Forecast for the FM Metropolitan Area* was the framework for development of Metro COG's TDM for the years 2025 and 2045. The current demographic forecasts supported the development of the current MTP and subsequent studies and sub area analyses conducted through Metro COG since 2017. Metro COG is pursuing a baseline forecast update with a planning horizon of 2050 to address the three primary needs:

- 1) Evaluate demographic projections which consider both recently purchased datasets for households and employment as well as the 2020 U.S. Census Bureau statistics for the Fargo-Moorhead MSA;
- 2) Develop TDM forecast models for the years 2030 and 2050; and
- 3) Update of the current 2019 MTP which will be initiated in 2023 and will be built upon updated demographic forecasts to the year 2050.

**NOTE:** The consultant will only be responsible for baseline forecast projections and will not be required to assist with TAZ allocation. All TAZ allocation for forecast years will be completed by Metro COG and its planning partners upon completion of the baseline forecast.

#### **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 the baseline forecast but also has the ability to provide pro-activeness, vision, innovation, and collaboration in examining and proposing study results and assumptions.

Outlined below is the scope of work that will guide development of the Metro COG Baseline 2050 Demographic Forecast. Metro COG has included the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development.

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

**Task 1: Project Management and Coordination.** The consultant shall be required to manage the study and coordination with any subconsultants, as well as bearing responsibility for all documentation and equipment needs. The consultant will identify a project lead from their team to act as the direct point of contact for Metro COG's project manager.

This task will also include regular progress meetings with Metro COG, the preparation of monthly progress reports, documentation of travel and expense receipts, and the preparation and submittal of invoices. When submitting progress reports, the consultant will be required to outline the following:

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

Development of the Metro COG Baseline 2050 Demographic Forecast 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 consultant shall be responsible for 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 to the SRC as applicable to consultant work tasks, as well as responsible for the recording of meeting minutes.

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 2: Project Outreach and Stakeholder Consultation.** 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 provide a brief video presentation that easily explains the purpose of the baseline forecast to the public as well as demographic assumptions and results. This video presentation will be posted to Metro COG's website and YouTube account.

**Task 3: Forecast Methodology.** Metro COG acknowledges that there are a number of strategies, techniques, variables, and methodologies that can be used to forecast demographics. Metro COG is not requiring 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 the SRC will collectively analyze and select a preferred methodology to be used to establish the demographic forecasts.

Three tasks defined below shall be vetted through the SRC in the form of technical memorandum:

- 1) Analysis and critique of the previous *2017 Demographic Forecast for the FM Metropolitan Area*. This document should include, at minimum, analysis of the following:
  - Forecast methodology, data sources, and applied assumptions;
  - Accuracy of previous forecasts and analyses;
  - Appropriateness of duplicating the methodology and/or an outline on how a proposed new methodology should retain or revise elements of the 2017 methodology and its assumptions; and
  - A critique of other elements of the 2017 forecasts based on the consultant's technical expertise.
- 2) Preparation and discussion of three forecast methodology scenarios, with the goal of identifying a detailed forecast methodology for implementation. These scenarios shall be accompanied by detailed information on the potential benefits and tradeoffs of each.
- 3) Demographic projections for the Fargo-Moorhead MSA to the year 2050, both a "most likely" and "high growth" scenario.

**Task 4: Baseline Study Expectations.** As noted above, the detailed forecast methodology shall be determined through collaboration with the SRC. However, the following tasks and activities represent the minimum scope of work requirements and should be considered as respondents establish a work plan and cost estimate.

- 1) **Population.** Estimate population, households, and employment from July 1, 2020 and every five years thereafter until 2050 for the following geographies.
  - a) Metropolitan Statistical Area (MSA) (defined as all of Cass County, ND and Clay County MN);
  - b) Metropolitan Planning Area (MPA), including:
    - i. Cities of Fargo, West Fargo, Horace, Moorhead, Dilworth
    - ii. Smaller communities within the MPA including:  
Argusville, Casselton, Harwood, Kindred, Mapleton, Oxbow, and Reile's Acres, ND; and Barnesville, Glyndon, Hawley, and Sabin, MN; and
    - iii. Townships located within the MPA in North Dakota and Minnesota;
  - c) Rural Cass County (those areas of Cass County outside of the MPA); and
  - d) Rural Clay County (those area of Clay County outside of the MPA).

- 2) **Households.** The consultant shall provide the following household demographic projections in five-year increments through 2050:
  - a) Household Size. Percentage splits by total number of households and stratified by household type (see definition above). Household size classifications shall be based on 1 person, 2 person, 3 person, and 4+ person households.
  - b) Income. Percentage splits by total number of households. Income category definitions shall be based on those used in the American Community Survey (ACS).
  - c) Based on housing size and income, the consultant shall determine the projected need for:
    - i. Household Type. Percentage splits between single family and multiple family dwellings. These forecasts shall be based on the following definition: Single Family is equivalent to three units or less; and Multiple Family is equivalent to four units or more.
    - ii. Owner versus Rental Occupied. Percentage splits by total number of households.
    - iii. Vehicle Ownership per Household. Percentage splits by total number of households and, if possible, household type, income, and size.
    - iv. School-aged Children. Number of children between the ages of 5 and 18.
    - v. College Students. Number of enrolled college students.
- 3) **Employment.** The consultant shall provide the following employment forecasts by North American Industry Classification System (NAICS):
  - a) Agriculture (NAICS 11)
  - b) Educational Services (NAICS 61)
  - c) Manufacturing (NAICS 31-33)
  - d) Construction and Mining (NAICS 21, 23)
  - e) Retail Trade (NAICS 44-45)
  - f) Services (NAICS 51-53, 55-56, 62, 71, 81, 99)
  - g) Utilities, Wholesale Trade, and Transportation (NAICS 22, 42, 48,49)
- 4) The Fargo-Moorhead MSA is a diverse geography which is influenced by national, state, and local variables. The resultant demographic projections for the MSA will at a minimum need to consider the following relevant variables as they impact the population trends:
  - a) Consider where potential new population growth is to be generated from;
  - b) Consider what portion of the population growth is migrating here from other metropolitan areas;
  - c) Consider what portion of the growth is attributed to New Americans and immigrants;
  - d) Determine the influence of adjacent small towns/cities on the population of the MSA;
  - e) Consider influence and impact of institutions of higher education (in terms of both enrollment and retention of graduates as part of local workforce);



- f) Consider influence and impact of existing larger employers (public and private), including healthcare and higher education;
  - g) Consider impacts of national economic influences such as interest rates;
  - h) Consider impact of statewide issues such as taxation and or other factors which can draw or attract residents to other parts of Minnesota or North Dakota; and
  - i) Consider impacts of local issues such as land use, zoning policy, cost of living, and long-term flood protection measures.
- 5) Based on the selected methodology, the baseline forecast shall produce, at minimum, two growth scenarios (“most likely” and “high growth”). Each scenario shall include clear articulation of applied methodology, assumptions, and considerations.

**NOTE:** The consultant may provide general guidance on where they believe population, household, and employment growth will occur. However, as noted earlier, the consultant will not be required to assist with specific TAZ allocation.

**Task 5: 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 2021 and adopted by January 31, 2022. 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 baseline forecast.

**Task 6: Administrative Draft and Final Report.** The consultant will prepare an administrative draft of the baseline 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 Metro COG Baseline 2050 Demographic Forecast by Metro COG’s TTC and Policy Board. Metro COG shall be responsible for presenting and achieving final recommendations and approval of the baseline forecast.

**Task 7: Executive Summary/Fact Sheet.** Upon completion of the final baseline forecast, 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 eight bound hard copies and 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 as well as a high-resolution document in PDF format for printing.

**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	8/20/2021
Deadline for RFP Clarifications/Questions	9/3/2021
Due Date for Proposal Submittals (by 4:30 p.m.)	9/10/2021
Review Proposals/Identify Finalists	(week of) 9/13/2021
Interview Finalists	(week of) 9/20/2021
Preliminary Scoping Meeting/Contract Negotiations	(week of) 9/27/2021
Metro COG Executive Committee Approval/Consultant Notice	(week of) 10/4/2021

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

Notice to Proceed and Project Start-Up/Mobilization	(week of) 10/4/2021
Administrative Draft Completed	(week of) 11/15/2021
Final Report Completed	(week of) 12/20/2021
Policy Board Approval and Project Closeout	January 2022

## VI. Evaluation and Selection Process

**Selection Committee.** Metro COG has established a selection committee to select a consultant. The selection committee will consist 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.

The consultant selection process will 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 on or before October 6, 2021 based on an evaluation of the proposals submitted, the recommendation of the selection committee, and approval by Metro COG.

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 purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the consultant seeking to provide comprehensive services specified herein for Metro COG, in conformity with the requirements of the RFP.

The proposal should demonstrate qualifications of the firm and its staff to undertake this project. It should also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Work and Performance Tasks.

At minimum, proposals shall include the following information:

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

- e) Breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described in Section IX: General RFP Requirements;
- f) List of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned;
- g) List of client references for similar projects described within the RFP;
- h) Required Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms participation documentation, if applicable; and
- i) Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.

As part of its project approach methodology, consultants should include examples (if applicable) from other communities where they have worked cooperatively with a client(s) to select and implement a preferred demographic forecast methodology after first developing and selecting among a small set of alternative methodologies.

- 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 – Federal Clauses

### VIII. Submittal Information

Hard copies of technical and/or cost proposals should be shipped to ensure timely delivery to the project manager as defined below:

Adam Altenburg, AICP  
Fargo-Moorhead Metropolitan Council of Governments  
One 2<sup>nd</sup> Street North, Suite 232  
Fargo, ND 58102-4807  
[altenburg@fmmetrocog.org](mailto:altenburg@fmmetrocog.org)

All proposals received by **4:30 p.m. on Friday, September 10, 2021** at Metro COG's office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. 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 September 3, 2021. No response will be given to verbal questions. 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 September 7, 2021.

## IX. 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.
- 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 the Metro COG website at [www.fmmetrocog.org](http://www.fmmetrocog.org) or the NDDOT website at [www.dot.nd.gov](http://www.dot.nd.gov).

#### X. Additional Information

- 1) **Jobs and Household Data Purchase.** Metro COG recently purchased employment and household datasets for development of the base level TDM. These datasets shall be shared with the consultant upon project initiation.
- 2) **U.S. Census State Redistricting Data.** The U.S. Census Bureau is scheduled to release statistics on population and housing for standard census geographic areas including counties, cities, census tracts, and blocks. This data should be reviewed and crosschecked with the employment and household datasets listed above.
- 3) **Minnesota State Demographic Center and North Dakota Census Office.** The consultant should review information, projections, and/or planning efforts conducted by the Minnesota State Demographic Center (SDC) and the North Dakota Census Office.
- 4) **Reference Documents.** Respondents are encouraged to review the following:
  - a) [Demographic Forecast for the FM Metropolitan Area](#) (2017)
  - b) [Fargo-Moorhead Metropolitan Transportation Plan](#) (2019)
  - c) [Northwest Metro Transportation Plan](#) (2019)
  - d) [76<sup>th</sup> Avenue South Corridor Study](#) (2020)
  - e) [Fargo Downtown InFocus](#) (2018)
  - f) [Downtown Moorhead Master Plan](#) (2020)
  - g) [A Transformative Investment: Maximizing the Socioeconomic Benefits of the Fargo-Moorhead Diversion Project](#) (2020)
  - h) Information on the Southwest Metro Regional Pond (2021)
  - i) Recently completed area comprehensive plans
- 5) **Data Collection and Additional Needs.** If applicable, proposals should clearly identify and specify any additional data needs, analyses, or coordination that Metro COG may provide.

## **XI. Contractual Information**

- 1) Metro COG reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. Metro COG shall not pay for any information contained in proposals obtained from participating firms.
- 2) Metro COG reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
- 3) Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by 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.

## **XII. Payments**

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

## **XIII. Federal and State Funds**

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

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



#### **XIV. Title VI Assurances**

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

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

#### **XV. Termination Provisions**

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

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

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

#### **XVI. Limitation on Consultant**

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

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

**XVII. Conflict of Interest**

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

**XVIII. Insurance**

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

**XIX. Risk Management**

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

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

- 1) Commercial general liability and automobile liability insurance - minimum limits of liability required are \$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 (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a "Waiver of Subrogation" in favor of Metro COG and the State of North Dakota.

- 5) The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to Metro COG and the State Risk Management Department.

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

Metro COG and the State reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under 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 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.	<b>Direct Labor</b>	<b>Hours</b>	<b>x</b>	<b>Rate</b>	<b>=</b>	<b>Project Cost</b>	<b>Total</b>	
	Name, Title, Function	0.00	x	0.00	=	0.00	0.00	
			x		=	0.00	0.00	
			x		=	0.00	0.00	
				<b>Subtotal</b>	=	0.00	0.00	
2.	<b>Overhead/Indirect Cost (expressed as indirect rate x direct labor)</b>						0.00	0.00
3.	<b>Subcontractor Costs</b>						0.00	0.00
4.	<b>Materials and Supplies Costs</b>						0.00	0.00
5.	<b>Travel Costs</b>						0.00	0.00
6.	<b>Fixed Fee</b>						0.00	0.00
7.	<b>Miscellaneous Costs</b>						0.00	0.00
<b>Total Cost</b>					=	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 – Federal Clauses**



## Federal Clauses

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

#### 41 CFR 60-1.4(a)

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

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

### **2 CFR Part 200 Appendix II (C)**

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

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

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

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

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

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

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

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

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

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

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

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