

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2018-2014

***US 10/US 75 Corridor Study
MOORHEAD, MN***

May 7, 2018

APPROVED:

**Michael Maddox
Metro COG, Interim Director**

REQUEST FOR PROPOSALS (RFP)

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

US 10/US 75 Corridor Study

Selection criteria will follow a qualifications-based review process to analyze proposals from responding consultants. The most qualified candidates will be invited to present an oral interview. Upon completion of technical ranking, oral interviews and possible discussion with candidate consultants, Metro COG will enter into negotiations with the top ranked consulting firm. The consultant will submit with their response to this RFP a **sealed cost proposal**. The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all cost proposals submitted. This project will be funded in part with federal transportation funds and has a not-to-exceed budget of **\$200,000 dollars**.

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

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

All proposals received by **4:30 pm on Friday, May 28, 2018** at Metro COG's office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit six (6) hard copies and one (1) digital PDF copy of the proposal. The full length of each proposal should not exceed fifteen (15) double-sided pages for a total of thirty (30) pages; including any supporting material, charts, or tables.

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

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

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

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I. Agency Overview

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

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

II. Purpose of Request

The intent of this RFP is to obtain professional consultant services to conduct a transportation corridor study along portions of US Highway 10 and US Highway 75 in Moorhead. The study will evaluate different alternatives for management of existing and future traffic flow; with discussion on alternative lane configurations, access management, on-street parking recommendations, intersection control options, alternative intersection concepts, freight flow, bicycle and pedestrian connectivity, transit needs, and potential impacts to intersecting streets.

III. Background Information

The U.S. Highway 10 (US 10)/ U.S. Highway 75 (US 75) corridor is located in Moorhead, Minnesota. The corridor consists of a variety of land use classifications such as residential, institutional and commercial. A railroad runs parallel to the majority of the US 10/Center Avenue corridor and actually crosses the corridor in one location. Current traffic counts indicate 22,000 AADT/ 1450 HCAADT high along Hwy 10 (6.6% truck traffic); 10600 AADT/ 1050 HCAADT (9.9% truck traffic) high along Center Ave.; and 33,000 AADT/ 1350 HCAADT (4.1% truck traffic) high along TH 75. Other challenges include, balancing the needs of motorized traffic and non-motorized traffic, considering business access required during construction, multiple local roads that access the corridor, and working with the City of Fargo as the corridor affects traffic traveling thru downtown Fargo.

The main objective of this corridor study is to define what the vision is for the US 10/US75 corridor in Moorhead, MN. A detailed planning study of the corridor was completed in 2013 and this study is intended to build upon the findings and further evaluate desired changes to the existing conditions. The Minnesota Department of Transportation (MnDOT) District 4 is planning to complete a reconstruction project in 2025 along this corridor and plans to incorporate the findings of this study for its preliminary design and public outreach. The proposed study will include reviewing: traffic operations, bike/pedestrian and transit needs, safety, stormwater requirements, and environmental documentation needs.

As part of this study process, concept layouts and typical sections, along with preliminary costs will be developed for the following:

US 10 – East/West along Main Avenue from the Red River to 8th Street and Main Avenue from 8th Street to 11th Street, North/South along 11th Street from Main Avenue to US 10/Center Avenue, and East/West along US 10 from 11th Street to the north junction of US 10/US 75. (It will follow the proposed route based on the construction of an 11th Street underpass.)

US 75 – North/South along 8th Street from 20th Avenue South to Main Avenue.

TH 10 from the Red River to US 10/US 75 is a principal arterial on the National Highway System and there is a potential for future realignment and reclassification based on the future 11th Street underpass.

IV. Project Objective

The objective of the US 10/US 75 Corridor is to identify a recommended set of potential improvement projects for consideration in future construction programs, derived from a transparent, rational, and meaningful transportation planning process.

The recommendations of this study will include short- and long-term solutions for current and anticipated travel demand that are best suitable to adjacent land uses along the corridor. The recommendations should provide reasonable detail including but not limited to: number and width of lanes, planning level vertical and horizontal alignments to determine right-of-way widths(no engineered products), intersection configurations including turn lanes and traffic control, travel speed, railroad crossing improvements, and bicycle, pedestrian and transit facilities.

V. Scope of Work and Performance Tasks

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

Outlined below is the scope of work that will guide development of the US 10/US 75 Corridor Study in Moorhead. Metro COG has included the following scope of work to provide interested consultants insight into study intent, context, coordination, responsibilities, and other elements to help facilitate proposal development. This outline is not necessarily all-inclusive and the consultant may include in the proposal any additional tasks deemed necessary to successfully complete the study.

At a minimum, the consultant will be expected to establish detailed analyses, recommendations, and/or deliverables for the following tasks:

Task 1: Project Management and Coordination

This task involves activities required to manage the project budget including staff, equipment and documentation. It also, includes the preparation of progress reports, documenting travel and expense receipts, and preparing and submitting expense invoices. It is imperative to consider the public and keep it informed of the planning activities and outcomes using a strategy that includes the internet and social media. Maintaining a project website or providing information to Metro COG for posting to their websites will be required. This task also includes bi-monthly progress

meeting with Metro COG, the preparation of meeting agendas, and taking and reporting minutes.

Task 2: Public and Agency Involvement

This task will include the development of a public participation plan in accordance with Metro COG's Public Participation Plan that will at a minimum include:

- Study Review Committee (SRC) – The SRC shall meet for a minimum of (6) meetings throughout the planning process. The consultant will work with Metro COG to determine the members of the SRC. The SRC shall include at a minimum one representative from each of the following: Metro COG; City of Moorhead; Clay County and MnDOT. The Consultant, in consultation with Metro COG, will be responsible for scheduling the SRC meetings. The Consultant shall identify key times during the planning level phase in which the study meetings shall be held. The Consultant will be responsible for developing materials necessary to conduct the SRC meetings.
- Public Input Meetings – A minimum of Two (2) Public Input Meetings shall be held throughout the planning process. The first meeting should be held to introduce the project to the public; review existing project corridor conditions with the public; and request input from the public on the project corridor's issues/needs. The second public meeting should be held after the study alternatives have been developed and technically evaluated to collect public input on the proposed study. The Consultant will be responsible for providing advertising materials, press release write-up, and newspaper ad write-up. Metro COG, the City of Moorhead and Mn/DOT will work with the Consultant in distributing public meeting information to property owners, the media, general public, and display on corresponding websites.
- Public Outreach – As part of the public involvement plan, the Contractor shall identify innovative public outreach methods to obtain public input from various stakeholder groups such as the business community, colleges, bike/pedestrian/transit community and others.

Task 2 Deliverable: The SRC and Public Meetings will be summarized and included in Technical Memorandum No. 2.

Task 3: Data Collection and Base Mapping

This task will involve collection of current aerial photography, parcel boundaries, above ground and underground utilities (document/desk review), as-builts, topographic data and other electronic base map files necessary to develop concept layouts. No field survey work is assumed for this project. All horizontal and vertical elevation data will be collected from existing State LiDAR and existing MnDOT plan data from previous projects. As part of Task 3, the contractor will also review existing plans and studies related to the project area but not limited to:

- 2013 Final Report MnDOT TH 10 (Red River to TH 336), TH 75 (20th Avenue South to TH 10), and Moorhead-Center Avenue (Red River to 8th Street) Corridor Studies
- 2014 FM Metro COG Long Range Transportation Plan (Metro 2040)

- Current FM Metro COG Travel Demand Model
- Manufacturers' Perspectives on the Transportation System: District 4 (including database of findings)

The Contractor working in cooperation with Metro COG and MnDOT will be responsible for collecting all information and data necessary to complete the study including:

- Crash data
- Current and Historic traffic volume data (AADT and HCAADT)
- Aerial Photos
- Alignments (Historic Research)
- Geometrics
- Previous plans with typical sections for each segment
- Pavement conditions
- Site conditions, obstacles, obstructions, etc.
- Present access points
- Photos where needed
- Wetlands(NWI)
- Soil/Material risks
- Environmental risks
- Traffic Turning Counts
- Traffic operations
- ITS deployments
- Bicycle and Pedestrian Accommodations
- Transit operations & Transit stop locations
- Lighting
- Right of Way
- Encroachments
- Existing access locations
- Existing land use
- Existing Utilities (Public & Private)

The Contractor will review and incorporate, as appropriate, StreetLight travel behavior data from MnDOT's current license.

Task 3 Deliverable: The Contractor will summarize the existing conditions and changes since the 2013 study in Technical Memorandum No. 3.

Task 4: Traffic Projections and System Capacity Analysis

The Contractor will develop traffic volume projections up to year-2045 starting with year-2020 for the corridor based on available information. The process for establishing traffic projections must be reviewed and receive approval of the MnDOT before proceeding.

The Contractor will examine the current and future congestion / Level of Service classification of the roadway, percentage time spent following, and the effect on the average projected

travel speeds. MnDOT requires that the percentage time spent following will be determined by data collection to include actual time driving the corridor, and verified by review of video logs provided by MnDOT as available. MnDOT requires that future congestion/Level of Service classification and effects on average travel speeds will be determined by a high-level Synchro/SimTraffic analysis. The calculations will include present and future calculations for no-build as well as after proposed improvements have been completed for comparison. Consideration for additional limiting constraints should include but not be limited to right of way or other proposed methods, upon approval of MnDOT. MnDOT requires that data collection results will be used to establish peak hour percentages of daily volumes and directional distribution. Also, the Contractor will complete Intersection Control Evaluations at major intersections of the roadway. The ICE reports will be completed at 12th Avenue South and 20th Avenue South.

The Contractor will provide all calculations and supporting documentation for the traffic projections and analysis.

Task 4 Deliverables: The Contractor will provide the following:

- Draft Traffic Projections
- Final Traffic Projections
- Draft System Capacity Analysis
- Final System Capacity Analysis
- Draft ICE Reports
- Final ICE Reports

MnDOT will:

- Review and comments on Draft Traffic, Capacity and ICE Reports
- Provide video logs of the corridor as available for review

Task 5: Identification of Issues and Project Purpose and Need

The identification of issues shall be a summary of “issues” that were identified during the analysis of existing and for forecast year conditions, review of existing plans/documents, and public input received. The identification of issues will develop the basis for the “Purpose and Need” statement for the project. The Consultant shall follow guidance from FHWA-MN and MnDOT on the development/update of the “Purpose and Need” statement.

Task 5 Deliverable: The issues identified throughout the study process and the identified Purpose and Need for the project should be included in Technical Memorandum No. 3

Task 6: Develop Roadway Configuration Alternatives

The alternatives should be developed to respond to the issues that were identified during the existing and forecast conditions, review of plans/documents and public input received. The Contractor will facilitate the discussion, develop, and recommend alternatives that include criteria to be used to analyze the corridor. The contractor will develop alternatives for and analyze the use of up to 10 different types and configurations of concepts. MnDOT requires that the alternatives show lane dimensions of the proposed roadway width and will be black and white depictions. The Contractor is encouraged to utilize a flexible approach when

determining proposed shoulder and roadway dimensions. Any alternative must be developed to minimum standards and must include documentation that sufficient research and investigations were completed to determine a design to minimum standards was warranted and necessary. The plan views will be developed along each typical section and these will be generic and not site specific. The view will show traffic direction, dimensions. Detailed drawings will not be required. Concept drawings accompanied by verbal descriptions and / or graphical representations of the locations and typical sections are adequate.

Task 6 Deliverables: The Contractor will provide the following:

- Preliminary Concept Layouts and Typical Sections
- Final Concept Layout and Typical Sections

MnDOT will:

- Review and comment on Concept Layout and Typical Sections

This task will involve developing to-scale roadway concepts for up to 10 build alternatives in sufficient detail to assess traffic operations, overall functionality, constructability, and right-of-way impacts. As part of the development process a high-level review of drainage, utilities, and potential environmental impacts will also be conducted and order of magnitude cost estimates will be prepared.

Task 7: Feasibility and Risk Assessment /Screen Alternatives and Refine Preferred Design Concept Layout

The Contractor will provide analysis and reporting of each alternative concept layout. The Contractor will assess and document the risks and feasibility of each concept layout. Some of the risks and feasibility items to be assessed are as follows:

- Right of Way
- Drainage and Water Resources
- Environmental
- Permitting
- Cost (including benefit-cost ratio calculations)
- Access (especially where limiting access or turning movements)
- Constructability
- Project Delivery Timeline
- General Stakeholder issues
- Traffic Operations
- Bicycle/Pedestrian connectivity
- Safety

The Contractor will identify the highest priority needs of the corridor. These designations will assist MnDOT with the project scheduled in FY 2025 and future planning and scheduling efforts to capitalize on funding opportunities and ultimately make improvements on each corridor when funding is available. A discussion of the remaining needs will also be included in the feasibility and risks for each.

The Contractor will analyze what type of improvement best fits the corridor, and provide a reason why the improvement was selected.

Task 7 Deliverables: The Contractor will provide the following:

- Preliminary feasibility and risk assessment
- Final feasibility and risk assessment

MnDOT will provide:

- Right-of-way files or plats as available

Task 8: Final Report and Implementation

This task will involve writing a final report to document the overall study process, alternatives evaluated and all of the associated analysis, meetings, and public input received. It is assumed that a draft report and up to three round of edits will be made before publishing the final report. A hard copy and pdf file of the final report will be provided to Metro COG, MnDOT District 4, Clay County, and the City of Moorhead.

As part of the final report preparation, the contractor will also assist MnDOT in developing an implementation plan for the feasible alternatives. The implementation plan will include a tentative implementation schedule, potential funding sources, and if necessary, any phasing of improvements.

Task 8 Deliverable: Final report - Upon completion of the final study, the consultant will develop an executive summary which relays all pertinent information to the public in an easy-to-follow format.

Study Review Committee. Development of the US 10/US 75 Study will be guided by a Study Review Committee (SRC), which will provide oversight and input into the development of the corridor study. The consultant should expect at least four (4) meetings with the SRC, which can be coordinated with public involvement meetings so as to make efficient use of any travel expenditures. The consultant will be responsible for coordinating and scheduling SRC meetings and 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 recording meeting minutes.

Initial Presentations. The study will involve a minimum of one (1) personal appearance with both Metro COG's Transportation Technical Committee (TTC) and Policy Board; one (1) appearance before the Moorhead Planning Commission and City Council; and one (1) appearance in front of MnDOT management (should they request it).

Final Presentations. After the final public involvement meeting, Metro COG, along with the consultant, will seek final study acceptance from Metro COG's TTC and Policy Board, followed by formal approval from the Moorhead Planning Commission and City Council and MnDOT Management.

VI. Implementation Schedule

1) Consultant Selection.

Advertise for Consultant Proposals	5/07/2018
Due Date for Proposal Submittals (by 4:30 pm)	5/28/2018
Review Proposals/Identify Finalists	(week of) 5/28/2018
Interview Finalists	(week of) 6/04/2018
Metro COG Policy Board Contract Approval	6/21/2018

VII. Evaluation and Selection Process

Selection Committee. Metro COG has established a selection committee to select a consultant. The selection committee will consist of representatives from Moorhead Engineering, MnDOT, and Metro COG.

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

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

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

A consultant will be selected on or before June, 21 2018 based on an evaluation of the proposals submitted, the recommendation of the selection committee, and approval by Metro COG's Policy Board.

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

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

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

VIII. Proposal Content and Format

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

At minimum, proposals shall include the following information:

- 1) **Contact Information.** Name, telephone number, email address, mailing address, and other contact information for the consultant's project manager.
- 2) **Introduction and Executive Summary.** This section shall document the firm name, business address (including telephone, email address(es), year established, type of ownership and parent company (if any)), project manager name and qualifications, and any major features that may differentiate this proposal from others, if any.
- 3) **Work Plan and Project Approach Methodology.** Proposals shall include the following, at minimum:
 - a. A detailed list of tasks and subtasks to be completed, including a description of how they will be completed. A detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP; a detailed approach for completing the plan and a summary of the proposed methodology to establish consensus on recommendations within the final product;
 - b. Milestones for the development of the project and completion of individual tasks should be submitted with the proposal.
 - c. A timeline for completion of the requested services, including all public involvement opportunities and stakeholder meetings.
 - d. List of projects of similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
 - e. List of the proposed principal(s) who will be responsible for the work, proposed project manager and project team members (with resumes).
 - f. A breakout of time for each member identified as a participant in the development of the project. This shall include a listing of hours, by task, for each member.
 - g. A list of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned.

- h. List of client references for similar projects described within the RFP.
 - i. Required Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms participation documentation, if applicable.
 - j. Ability of firm to meet required time schedules. (Staff availability – A listing of all the projects each staff member currently participates in)
- 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 (Sealed)
Exhibit B – Debarment of Suspension Certification
Exhibit C – Certification of Restriction on Lobbying
Exhibit D – Standard Form 330 (if required – see page 2).

IX. Submittal Information

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

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

All proposals received by **4:30 pm on Friday, May 28, 2018** at the Metro COG office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit six (6) hard copies and one (1) PDF copy of the proposal. The full length of each proposal should not exceed fifteen (15) double-sided pages for a total of thirty (30) pages; including any supporting material, charts or tables.

Metro COG reserves the right to decline a response to any question.

X. General RFP Requirements

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

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

XI. Additional Information

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

XII. Contractual Information

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

XIII. Payments

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

Invoicing – The consultant shall submit invoices for the previous month’s expenses. The invoice period shall be from the first to the last day of the month. Invoices must be submitted to Metro COG on or before the 10th day of the month. Invoices received after the 10th day of the month will not be considered for payment until the following month.

Invoices should include the total amount requested, total amount billed to date, billing

percentage, amount of overhead and profit, a delineation of time spent by each participant by task, receipts for all requested reimbursements (travel, hotel, meals, etc) from the previous month, and a project status report detailing the month's accomplishments.

XIV. Federal and State Funds

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

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

XV. Title VI Assurances

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

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

what efforts it has made to obtain the information.

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

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

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

XVI. Termination Provisions

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

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

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

XVII. Limitation on Consultant

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

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

XVIII. Conflict of Interest

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

XIX. Insurance

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

XX. Risk Management

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

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

- 1) Commercial general liability and automobile liability insurance - minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
- 2) Workforce Safety insurance meeting all statutory limits.

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

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

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

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

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

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

Exhibit A – Cost Proposal Form

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

REQUIRED BUDGET FORMAT
Summary of Estimated Project Cost

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

Exhibit B – Debarment of Suspension Certification

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

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

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

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

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

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

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

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

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

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

Exhibit C – Certification of Restriction on Lobbying

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

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

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

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

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ___ / ___ / ___

(Title of authorized official)

**Exhibit D – Standard Form 330
ARCHITECT- ENGINEER QUALIFICATIONS**

PART 1- CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

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

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

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE _____

5. NAME OF FIRM _____

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

C. PROPOSED TEAM

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

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

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

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

19 RELEVANT PROJECTS

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

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

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

29. EXAMPLE PROJECTS KEY

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

H. ADDITIONAL INFORMATION

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

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II - GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work.)

