

FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS

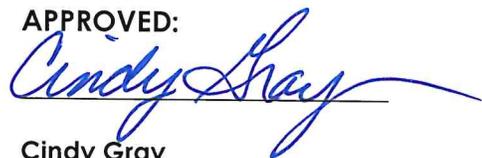
REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2021-217

Red River Greenway Study

July, 2021

APPROVED:



Cindy Gray
Metro COG, Executive Director

METROCOG
FM REGIONAL TRANSPORTATION PLANNING ORGANIZATION

REQUEST FOR PROPOSALS (RFP)

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

Red River Greenway Study

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified candidates may be asked to present a virtually hosted interview. Upon completion of technical ranking and interviews, Metro COG will enter into negotiations with the top ranked firm. **Proposals shall be submitted in PDF format. Sealed cost proposals shall be submitted as a hard copy. Both proposal and cost proposal will be due by the date & 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 submittals. This project will be funded, in part with federal transportation funds and has a not-to-exceed budget of **\$155,000**.

Interested firms can request a copy of the RFP by telephoning (701) 532-5100, or by e-mail: metrocof@fmmetrocog.org. Copies will be posted on the North Dakota Department of Transportation QBS website (<https://www.dot.nd.gov>) and are also available for download in .pdf format at www.fmmetrocog.org.

All proposals received by **4:30 pm (Central Time) on Wednesday August 11, 2021** will be given equal consideration. Proposals received after 4:30 pm (Central Time) on Wednesday August 11, 2021 will not be considered. Respondents must submit a PDF of the proposal, and one (1) sealed hard copy of the cost proposal. The full length of each proposal shall not exceed twenty (20) double sided pages for a total of forty (40) pages; including any supporting material, charts, or tables.

The proposal may be emailed. The consultant must verify that the email was received with the PDF attachment prior to 4:30 pm on the due date. A hard copy of the cost proposal shall be shipped to ensure timely delivery to the contact identified below:

Luke Champa
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102
champa@fmmetrocog.org
(701) 532-5107

Fax versions will not be accepted as substitutes for the proposals or the sealed cost proposal. Once submitted, the proposals will become property of Metro COG.

Questions must be directed to Luke Champa (phone number and email shown above).

Note: This document can be made available in alternative formats for persons with disabilities by contacting Savanna Leach, Metro COG Office Manager, at (701) 532-5100 or leach@fmmetrocog.org.

TABLE OF CONTENTS

I.	Agency Overview	4
II.	Background Information	4
III.	Project Objective	5
IV.	Scope of Work and Performance Tasks.....	7
V.	Implementation Schedule	14
VI.	Evaluation and Selection Process.....	14
VII.	Proposal Content	15
VIII.	Submittal Information	16
IX.	General RFP Requirements	17
X.	Contractual Information	18
XI.	Payments.....	18
XII.	Federal and State Funds	19
XIII.	Title VI Assurances	19
XIV.	Termination Provisions.....	20
XV.	Limitation on Consultant	21
XVI.	Conflict of Interest.....	21
XVII.	Insurance.....	21
XVIII.	Risk Management	21
	Exhibit A – Cost Proposal Form	
	Exhibit B – Federal Clauses	

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

I AGENCY OVERVIEW

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

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

II BACKGROUND INFORMATION

The Fargo-Moorhead Metropolitan Area (FM Area) has a long, sometimes arduous, and complicated historic relationship with the Red River. The community has persevered through countless flood events and other flood related issues, which are natural occurrences in the Red River Valley. Through collaborative planning efforts and infrastructure projects, the Red River corridor has become a major asset to the FM Area, providing bicycle and pedestrian trails and greenway facilities including parks, open spaces, recreational facilities, natural habitat, and cultural areas, all within publicly owned spaces that cannot be developed due to the floodplain and floodway. Collectively, these uses, and facilities make up the Red River Greenway system. The City of Moorhead completed a Red River Greenway study in 2014. The scope of this study will focus on the Fargo side of the Red River and public drains that connect to the river within the City of Fargo.

The Study will focus on enhancing (or repairing) the greenway as it currently exists, filling greenway facility gaps within the existing network, extending the greenway to the north and south along the Red River in Fargo or its near-term growth area, and connecting to and incorporating public drainage channels (Drains 27 and 53) and associated existing or planned facilities along those channels. Connections to the north and south termini of the FM Diversion Project and to Moorhead and Clay County adjacent to the incorporated areas of Fargo will also be studied. Greenway facilities may include but shall not be limited to:

- Shared use paths and trails including access to, from, and between said facilities
- Parks
- Open spaces

- Natural habitats
- Cultural areas

Bicycle and pedestrian facilities are consistently a top transportation priority for FM Area residents. Metro COG and its partnering agencies see the Red River Greenway as one of the most important features to provide biking, walking, and other modal options within the Fargo-Moorhead Area.

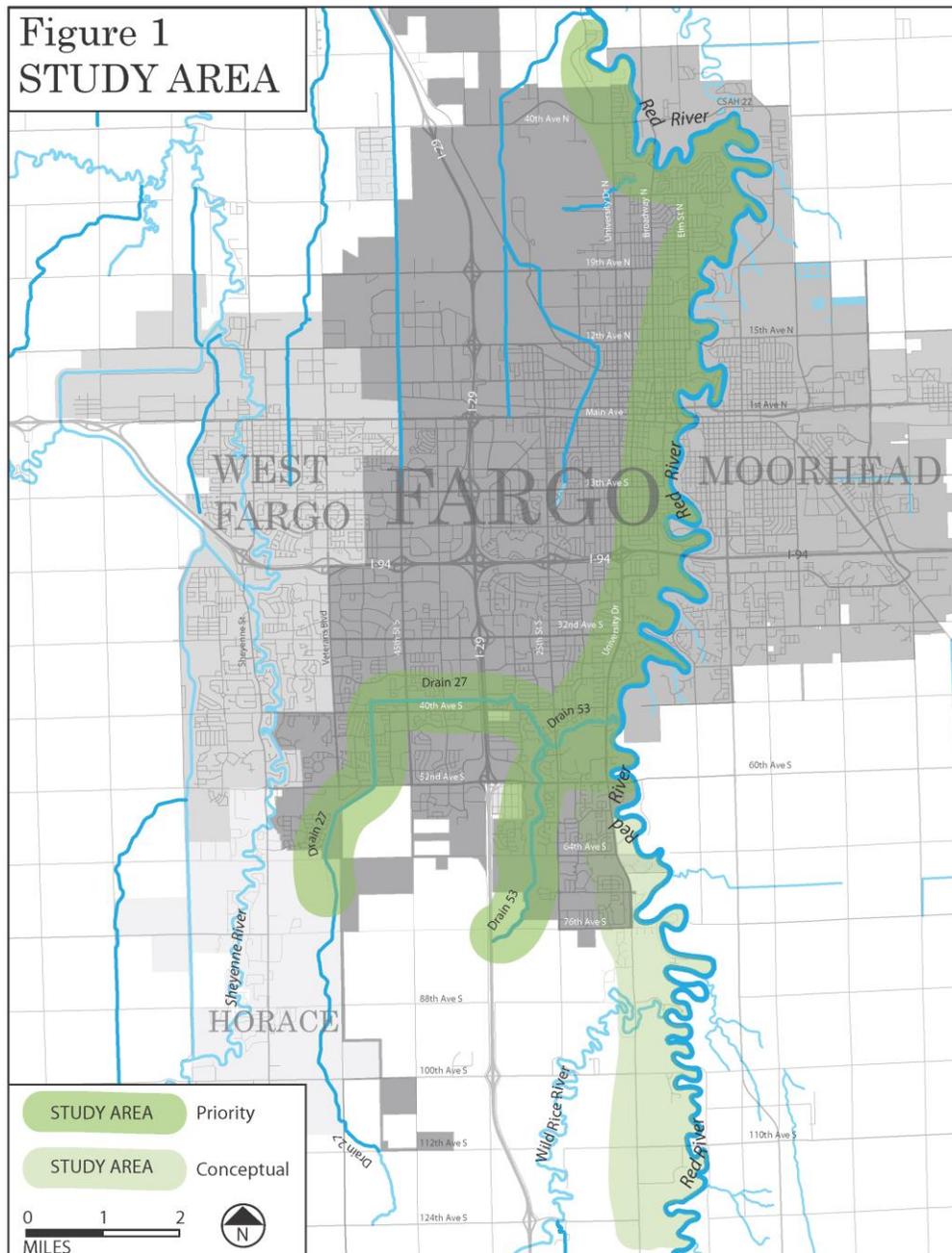
III PROJECT OBJECTIVE

The original Red River Greenway Study, conducted by Metro COG in 2008, established a study area from 100th Ave N to 124th Ave S along both Minnesota and North Dakota sides of the Red River. This study however, will expand upon the previous plan and a more recent Moorhead River Corridor Master Plan (2014), to establish an updated and more focused study area on the North Dakota side of the Red River from Riverwood Park on the north, to 124th Avenue S on the south, and also include Southeast Cass Water Resource District facilities such as Drain 27 and Drain 53. The priority study area will extend from Riverwood Park on the north to 52nd Avenue S on the south and will include Drain 27 and Drain 53 facilities within Fargo. For connections from 52nd Avenue S to 124th Ave S and connections to the north and south termini of the FM Diversion Project, a more conceptual planning level should be applied (see study area map below). Connectivity between the Red River Greenway and Drains 27 and 53 has never been fully explored in detail, other than to show bicycle trails along the drains within the 2016 Bicycle and Pedestrian Plan and past Fargo land use plans including Fargo's Go2030 Comprehensive Plan which identifies an all-season city-wide trail loop as a strong priority for the City. Over the last 30 years, a tremendous amount of development has occurred along both drains, and the City of Fargo has incorporated the necessary ROW or easements as part of the subdivision process for trails, and has worked with Southeast Cass Water Resource District to construct them. While this study is taking place, a higher-level review of the bicycle and pedestrian facilities throughout the metropolitan area will be taking place. That planning process will examine connectivity issues along other drainage channels within the metro area. Metro COG staff will ensure that this study is coordinated with the outcomes of the Bicycle and Pedestrian Plan Update.

This Red River Greenway Study will take a comprehensive look at the greenway's bicycle & pedestrian networks, parks, open spaces, natural areas, cultural areas, and analyze access to and from said greenway system and said features. The study shall seek input from the public and local jurisdictions, and provide recommendations and guidance to meet the needs of the community and improve the greenway system for all users. This Study seeks to improve upon past planning efforts in order to make a safe, connected, equitable, accessible, and welcoming greenway experience for all types of users.

As noted above, the last consultant-lead Red River Greenway Study was completed in 2008 and looked at both North Dakota and Minnesota sides of the Red River. The Moorhead River Corridor Master Plan in 2014 expanded upon the 2008 plan however,

looked only at the Minnesota side of the river. Metro COG is seeking a qualified Consultant to develop a more detailed update to the 2008 study with a primary focus on the North Dakota side of the Red River and strong consideration of Moorhead's 2014 plan. The goal is for the updated Study to be more in-depth than the 2008 study. Study requirements will include public engagement, a robust implementation and prioritization section, planning level cost estimates and conceptual layouts for priority future projects, and new ideas to make the Red River Greenway more accessible, more rideable, more walkable, and more consistently available for not only pedestrians and bicycle users but other recreational users with consideration of the seasonal nature of activity in the FM Area. The study area for the updated Plan is shown in **Figure 1** below.



Metro COG is seeking a Consultant who can provide original yet feasible solutions to the Red River Greenway Study.

For reference, the 2008 Red River Greenway Study and 2014 Moorhead River Corridor Master Plan can be found on Metro COG's website at the following links:

Red River Greenway Study – http://fmmetrocog.org/download_file/1561/0

Moorhead River Corridor Master Plan – http://fmmetrocog.org/download_file/1560/0

IV SCOPE OF WORK AND PERFORMANCE TASKS

Outlined below is the scope of work that will guide development of the Red River Greenway Study. 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. The Consultant may include in the proposal any additional performance tasks or modification of the tasks listed below that will integrate approaches, with special emphasis on the use of innovative techniques, to successfully complete the project.

At a minimum, the Consultant is expected to complete the following tasks as part of this project:

Task 1 – Project Management and Coordination

The Consultant will be required to manage the study and coordinate with any subconsultants, as well as bear 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.

The Consultant should expect monthly progress meetings with Metro COG, a summary of the meetings shall be prepared by the Consultant. The Consultant should expect other meetings with Metro COG on an as-needed basis. These meetings with Metro COG can occur via phone or video-conference.

Additionally, the Consultant should expect to prepare monthly progress reports, submit adequate documentation of any and all travel and expense receipts, and prepare and submit invoices on a monthly basis. When submitting progress reports, the Consultant will be required to outline the following:

- Work performed by task during the reporting period (should match timeframe of invoice)
- Upcoming tasks
- Upcoming milestones
- Status of scope and schedule
- Any issues to be aware of

All invoices, travel and expense receipts, and progress reports are due to Metro COG's project manager no later than the 2nd Thursday of each month. This is to ensure invoices are processed in a timely fashion.

Task 2 – Data Collection and Existing Conditions

The Consultant shall gather and analyze relevant existing conditions. Metro COG and its local jurisdictions will aid in these efforts by providing relevant datasets where they exist. Any other non-existing datasets necessary to accomplish the goals of the analysis will need to be developed by the Consultant. Existing conditions data should include but not be limited to the following:

- Red River watershed inventory for applicable portions of Fargo – Metro COG will coordinate with the Consultant and local agencies to obtain watershed and hydrology shapefiles including natural hydrologic features and human-made infrastructure (e.g. drains, retention areas, etc.)
- Public lands inventory – Metro COG will coordinate with the Consultant and local agencies to obtain a shapefile of all publicly owned spaces, uses, and facilities in proximity to the study area
- Natural and cultural resources – Metro COG will coordinate with the Consultant and local agencies to obtain a shapefile of important natural and cultural features in proximity to the study area
- Elevation data – Metro COG will coordinate with the Consultant and local agencies to obtain basic elevation data and other flood-related data as applicable to the greenway system
- Bicycle network – Metro COG will provide shapefiles which show the existing bicycle network which include: shared use paths and on-street facilities
- Sidewalk network – Metro COG will provide shapefiles which show the most up-to-date sidewalk network.
- Bike share network (Great Rides) – Metro COG will provide shapefiles which show the most up-to-date bike share network.
- Bicycle & pedestrian count data – Metro COG carries out bicycle and pedestrian traffic counts on various facilities around the metro area on a regular basis. This data can be provided to the Consultant as part of the existing conditions and analysis.
- Local ordinances – Research and document applicable local ordinances in the study, as they relate to greenway system variables such as parks and

open space land dedication, stormwater infrastructure, trail construction and connectivity, etc.

Task 3 – Community Engagement

Community engagement will be in accordance with Metro COG's Public Participation Plan. Metro COG will also ensure engagement processes are pursuant to the Title VI and Limited English Proficiency (LEP) plans, which the Consultant should also be familiar with. Community engagement will involve the following:

1) Study Review Committee

Development of the Red River Greenway Study will be guided by a Study Review Committee (SRC), which will provide oversight and input into the development of the Study. The SRC will consist of members of local public agencies (Metro COG, City of Fargo, Fargo Park District, and SE Cass Water Resource District) and non-profit organizations (River Keepers) and will meet on a regular basis throughout the planning process. Meetings may be held virtually, in-person, or as a hybrid, depending on local and state public health policies and guidance as the COVID-19 Pandemic evolves.

The Consultant should propose the quantity, timing, and content of the SRC meetings. The Consultant will be responsible for coordinating, scheduling, and developing agendas for meetings. This will be done in coordination with Metro COG's project manager. SRC meetings may be scheduled in conjunction with community engagement events or other project milestones to make efficient use of any travel expenditures. The Consultant will be expected to distribute materials to the SRC in a timely manner, no less than three business days prior to the meetings. The Consultant is also responsible for the recording of meeting minutes, which should be submitted to Metro COG's project manager after each meeting and will serve as documentation of the SRC's guidance and decisions.

2) Public Involvement

Public involvement opportunities will be held to obtain input from the community. It is important that public input be gathered from all facets of the Fargo-Moorhead Metropolitan community including but not limited to: individuals of all races, colors, geographical areas, ages, sexes, genders, national origins, disabilities/handicaps, and income levels. In addition, this plan should not only be shaped by bicycle or pedestrian advocates but by the community as a whole. Extra effort may be necessary to gather input from populations whom are not

typically represented in bicycle & pedestrian planning efforts.

The Consultant should propose engagement methods they think would be most successful. The Consultant will facilitate all public engagement activities, and should propose the number, type, and strategy for each public involvement effort.

At a minimum, public involvement should include:

- a) Website, Social Media, and Survey (online or other method) – Metro COG will host a project website for the Study. Metro COG will also work with the Consultant in obtaining materials to display on the project website which will be updated frequently throughout the Study's progression.
- b) Public Input Meetings – Whether virtual, in-person, or a hybrid of the two, the Consultant should propose an approach to public input meetings during the course of the Plan. Public input methods utilized by Metro COG in the past include but are not limited to: open houses (virtual or in-person), pop-up meetings at community events, key stakeholder meetings, presentations or informational videos, and field visits. It is important that key stakeholders and the public have the opportunity to be involved in the project throughout the Study's development from project kick-off to project conclusion.
- c) The Consultant will be responsible for providing advertising materials including PDF flyers, social media posts, media release write-up, and an advertisement for the public notice to be published in the newspaper. All public notice costs will be the responsibility of the Consultant and should be accounted for as part of the project budget.

The Consultant will provide a summary of all public input meetings and if meetings are held in-person, is responsible for providing necessary materials at the meetings, including but not limited to, sign-in sheets, comment forms, handouts, roll drawings, meeting display boards, and meeting presentations. All public comments received shall be recorded, summarized in the final report, or considered for display in the final report's appendix. Metro COG will provide a contact person for which the public to provide input. The contact person or Metro COG project manager shall be made available by phone, mail, and e-mail.

Task 4 – Statement of Purpose and Intent

The Consultant shall develop a purpose and intent statement that summarizes key

aspects of the project background and reflects a shared understanding of the core values and vision for future of the Red River Greenway system. This should be done in conjunction with Task 5 (below).

Task 5 – Vision, Goals, and Objectives

The Consultant will develop a vision statement that reflects the core values of the Red River Greenway Study based upon policies from existing plans as listed below, input from the SRC, members of the public, and key stakeholders. In addition, the consultant will assist in the prioritization of goals and objectives that move the aforementioned vision forward and ultimately identify an implementation framework.

Recommendations from adopted plans should be researched and considered when developing the vision, goals, and objectives. These plans should include but not be limited to:

- Fargo-Moorhead Metropolitan Bicycle & Pedestrian Plan (in progress)
- Fargo Transportation Plan (In Progress)
- Fargo-Moorhead Metro Bikeways Gap Analysis (2019)
- Fargo-Moorhead Diversion Recreation Plan (2020)
- Moorhead River Corridor Master Plan (2014)
- Red River Greenway Study (2008)
- Minnesota Statewide Pedestrian System Plan (2021)
- ND Moves – Statewide Active and Public Transportation Plan (2019)
- Minnesota Statewide Bicycle System Plan (2016)
- District 4 Bicycle Plan (2019)
- Go 2030 Comprehensive Plan (2012)
- Fargo Growth Plan (2007) and relevant updates that have been prepared with utility plans in specific growth areas of the City
- Downtown InFocus (2018)
- Public Arts Master Plan (~2017-2018)
- Riverfront Development Master Plan (~2015)
- Southwest Area Storm Sewer Master Plan (2015)
- Comprehensive Flood Mitigation Plan (2012)
- Heartland State Trail Extension Park Rapids to Moorhead Master Plan (2011)

Task 6 – Identification of Opportunities and Constraints

Through a review of existing technical documentation including adopted or in progress planning efforts and input from SRC members with technical knowledge of the Red River Greenway system, the Consultant will identify areas or gaps where trail, recreational, or other Greenway features are most feasible/challenging and assess the available options for incorporating these features. As part of this analysis, the Consultant may divide the Greenway system into different segments based upon the characteristics, surrounding landscape, adjacent land uses, and/or other distinguishing features.

Task 7 – Greenway Trail Assessment and Existing/Future Networks

Based upon the analysis in Task 6, the Consultant shall examine different types of recreational trail facilities that could be located within the Greenway system and identify potential locations for system expansion. This should include an inventory of existing and/or future identified trail connections within the study area and surrounding region and how said connections may tie in with any proposed trails within or connecting to the Red River Greenway system.

Task 8 – Greenway Trail Criteria and Guidelines

The Consultant will summarize trail criteria and guidelines to ensure that trail networks are constructed in a standard as recommended by AASHTO and in accordance with *ND Moves: Active & Public Transportation Plan*. The criteria and guidelines should also consider public trail/path owners and operators to ensure efficient long-term operation and maintenance of facilities within the greenway system. The Consultant should also provide guidelines so that trail/path, recreation, or other features do not impact the function of any engineered elements (e.g. drains, swales, retention areas, etc.) identified within the greenway system.

Task 9 – Development of Alternatives

The Consultant will develop alternatives for trail, recreational, and or other features to be considered part of the Red River Greenway Study. Recommendations should be formulated based on a thorough analysis of different users, opportunities and constraints, and input from the SRC, members of the public, and key stakeholders. All alternatives should be reviewed and prioritized. Based upon public input and final technical analysis, the Consultant will develop a slate of locally supported alternatives for trails, recreational, and other features including an overview of what criteria was considered to arrive at said recommendations. The recommendations should be comprehensive and implementable.

As part of this task, the consultant should develop a methodology or set of symbols to score different alternatives as a way to provide a simple representation of how alternatives compare.

Task 10 – Implementation

Per the recommendations outlined in Task 9, an implementation plan shall be developed by the Consultant as a blueprint to meet the needs and achieve the vision, goals, and objectives of the Study. The implementation plan should include prioritization of policies and projects including proposed timeframes and strategies. In addition, the Consultant should expect to provide planning level cost estimates, a toolbox for property acquisition (if applicable), and conceptual layouts for, at a minimum, the highest priority projects. The intent of this task is that the City of Fargo and/or the Fargo Park District will have the ability to use these products to complete funding applications and/or budget for implementation with a high level of confidence in the products of this planning study. Aside from state and federal grant opportunities, the City of Fargo and the Fargo Park

District would like to explore current local funding mechanisms, best practices, and recommendations on how the City and Park District fund trails and greenway projects to implement the goals and objectives of the Study.

Task 11 - Draft Report

Upon completion of the previous tasks, the Consultant shall provide a draft report for review by the SRC and the public. The report shall include the resulting efforts of Tasks 2 through 10. The draft report should be easy to understand by the public while providing useful information for local decision-makers. Tables, photos, maps, and graphics are highly encouraged to make the report informative and user-friendly.

Task 12 - Final Report

Once comments on the draft report have been received and addressed, the Consultant shall assemble the final report. The final report shall be provided to Metro COG in PDF format. An original editing file such as InDesign, Word, or other program file used to layout and produce the final report, shall be provided to Metro COG. The report shall include an appendix containing all meeting summaries, public engagement details, and other highly technical analyses.

Task 13 – Data Deliverables

Data collected and GIS files developed as part of this Study shall be provided to Metro COG upon project completion. Of key importance to Metro COG and Metro COG's local jurisdictions would be GIS file(s) showing recommended greenway improvements.

Task 14 – Executive Summary

Upon completion of the Study, the Consultant will develop an executive summary which relays all pertinent information in a user-friendly format. The summary should be concise and graphic-heavy, highlighting all major recommendations of the Study, including brief summaries relating to issues identification, community engagement, plan development, vision and goals, and implementation strategies. The executive summary may also be used as a tool by the City of Fargo and Fargo Park District staff to provide simple, clear, and site-specific information related to development applications adjacent to the greenway system. An online/GIS compilation of key information or map elements may be highly desirable.

Task 15 – Adoption Process

As part of the study's adoption process, presentations will be made to local boards and committees as applicable. The Consultant should budget for five (Park Board, Fargo Planning Commission, Fargo City Commission, TTC, Policy Board) presentations of the final study for adoption.

V IMPLEMENTATION SCHEDULE

1) Consultant Selection

Advertise for Consultant Proposals	approximately 7/16/2021
Due Date for Proposal Submittals (by 4:30pm)	8/11/2021
Review Proposals/Identify Finalists	8/12/2021 – 8/20/2021
Interview Finalists	between 8/23/2021 – 8/27/2021
Metro COG Board Approval/Consultant Notice	9/16/2021
Contract Negotiations	9/17/2021 – 9/24/2021
Signed Contract	Immediately after contract negotiations
Notice to Proceed	One day following a signed contract

2) Project Development (Major Milestones)

Project Kick-off	October, 2021
Plan Development	October, 2021 - July, 2022
Final Draft of Study	August, 2022
Final Completion of Study	September, 2022
Presentations to committees and boards	October, 2022 – November, 2022
All invoices for project to be received by Metro COG	December, 2022

VI EVALUATION AND SELECTION PROCESS

Selection Committee. The Client will establish a selection committee to select a Consultant. The committee will likely consist of Metro COG, City of Fargo, Fargo Park District, and SE Cass Water Resource District technical staff.

The Consultant selection process will be administered under the following criteria:

- 25% - Understanding of study objectives and local/regional issues
- 25% - Proposed approach, work plan, and management techniques
- 25% - Experience with similar projects
- 25% - Expertise of the technical and professional staff assigned to the project

The Selection Committee, at the discretion of the Client and under the guidance of NDDOT policy, will entertain virtually-hosted presentations for the top candidates to provide additional information for the evaluation process. The presentations will be followed by a question and answer period during which the committee may question the prospective Consultants about their proposed approaches.

A Consultant will be selected on **September 16th, 2021** based on an evaluation of the proposals submitted and subsequent interview. Based on the review and evaluation of proposals and interviews, the Selection Committee will make a recommendation to the Transportation Technical Committee and the Metro COG Policy Board, which has final approval authority.

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

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

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

VII PROPOSAL CONTENT

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the Consultant seeking to provide comprehensive services specified herein for the Client, 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.

The Client is asking the Consultant to supply the following information. Please include all requested information in the proposal to the fullest extent practical.

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

- d) List of the proposed principal(s) who will be responsible for the work, proposed Project Manager and project team members (with resumes).
- e) A breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described below in Section VIII. General Proposal Requirements.
- f) A list of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned.
- g) List of client references for similar projects described within the RFP.
- h) Documented approach for considering Disadvantaged Business Enterprise (DBE) as part of the project.
- i) Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.

4) Signature. Proposals shall be signed by an authorized member of the firm/project team.

5) Attachments. Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:

Exhibit A - Cost Proposal Form (as identified in VIII 1)

Exhibit B – Federal Clauses

VIII Submittal Information

Proposals shall be submitted in PDF format. Sealed cost proposals shall be submitted as a hard copy. Both proposal and cost proposal will be due by the date & time specified below. Cost proposals should be shipped to ensure timely delivery to the contact as defined below:

Luke Champa
Assistant Transportation Planner
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102-4807
champa@fmmetrocog.org

Proposals shall be received by **4:30 pm (Central Time) on Wednesday August 11, 2021**. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit one (1) Adobe Acrobat (.pdf) copy of the proposal. The full length of each proposal should not exceed twenty (20) double sided pages for a total of forty (40) pages; including any supporting material, charts or tables.

IX GENERAL RFP REQUIREMENTS

- 1) Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name; inclusive of a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly “not to exceed” amount and shall follow the general format as provided within Exhibit A of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the Consultant identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified Consultant. This process will continue until a satisfactory contract has been negotiated.
- 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 15 months from the close of the firm's Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This documentation should be attached with the sealed cost proposal.**
- 3) Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his or her ability to perform or finance this work.
- 4) Disadvantaged Business Enterprise (DBE).** Pursuant to Department of Transportation policy and 49 CFR Part 23, Metro COG supports the participation of DBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall document their efforts in considering DBE businesses in this project. If the Consultant is a DBE, a statement indicating that the business is certified DBE in North Dakota or Minnesota shall be included within the proposal. If the Consultant intends to utilize a DBE to complete a portion of this work, a statement of the Subconsultant's certification shall be included. The percent of the total proposed cost to be completed by the DBE shall be shown within the proposal.
- 5) US DOT Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants

are advised to review and consider the *US DOT Policy Statement on Bicycle and Pedestrian Accommodation* issued in March of 2010 when developing written proposals.

- 6) North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of Consultants. Copies of the Manual may be found on the Metro COG website www.fmmetrocog.org or the NDDOT website at www.dot.nd.gov.

X CONTRACTUAL INFORMATION

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

XI PAYMENTS

The selected Consultant will submit invoices for work completed to the Client. Payments

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

XII FEDERAL AND STATE FUNDS

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

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

XIII TITLE VI ASSURANCES

Prospective Consultants should be aware of the following contractual ("Contractor") requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

- 1) **Compliance with Regulations.** The Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).
- 2) **Nondiscrimination.** The Consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.
- 4) **Information and Reports.** The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro COG or the North Dakota Department of

Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to Metro COG, or the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

XIV TERMINATION PROVISIONS

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

The Client may cancel or reduce the amount of service to be rendered if there is, in the opinion of the Client, a significant increase in local costs; or if there is insufficient state or

federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the Client will notify the Consultant in writing ninety (90) days in advance of the date such actions are to be implemented.

In the event of any termination, the Client shall pay the agreed rate only for services delivered up to the date of termination. The Client has no obligation to the Consultant, of any kind, after the date of termination. Consultant shall deliver all records, equipment and materials to the Client within 24 hours of the date of termination.

XV LIMITATION ON CONSULTANT

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

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

XVI CONFLICT OF INTEREST

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

XVII INSURANCE

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

XVIII RISK MANAGEMENT

The Consultant agrees to defend, indemnify, and hold harmless the Client and the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the Client and the State or its agents, but not against claims based on the Client's and the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Consultant to the Client and the State under this provision

must be free of any conflicts of interest, even if retention of separate legal counsel for the Client and the State is necessary. Consultant also agrees to defend, indemnify, and hold the Client and the State harmless for all costs, expenses and attorneys' fees incurred if the Client or the State prevails in an action against Consultant in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

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

1. Commercial general liability and automobile liability insurance - minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
2. Workforce Safety insurance meeting all statutory limits.
3. The Client and the State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
4. Said endorsements shall contain a "Waiver of Subrogation" in favor of the Client and the state of North Dakota.
5. The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Client and the State Risk Management Department.

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

The Client and the State reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

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

Consultant's insurance coverage shall be primary (i.e., pay first) as respects any

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

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 upon identification of the most qualified Consultant. 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.	Subconsultant 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

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.