

**FARGO-MOORHEAD  
METROPOLITAN COUNCIL OF GOVERNMENTS**


**REQUEST FOR PROPOSALS (RFP)**

**PROJECT NO. 2021-223**

**TH 10 Corridor Study through Dilworth**

*October 8, 2021*

**APPROVED:**



**Cynthia R. Gray, AICP  
Metro COG, Executive Director**

## REQUEST FOR PROPOSALS (RFP)

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

### ***TH 10 Corridor Study through Dilworth***

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 **\$160,000 dollars**.

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

All 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 Monday, November 29, 2021** at Metro COG's office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit 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:

Michael Maddox, AICP  
Fargo-Moorhead Metropolitan Council of Governments  
Case Plaza, Suite 232  
One 2<sup>nd</sup> Street North  
Fargo, ND 58102  
[maddox@fmmetrocog.org](mailto:maddox@fmmetrocog.org)  
701-232-3242 ext. 33

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

**Note** – This document can be made available in alternative formats for persons with disabilities by calling Savanna Leach, Executive Secretary at 701.232.3242 or email at [leach@fmmetrocog.org](mailto: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 Trunk Highway (TH) 10 (US 10) through Dilworth, Minnesota. 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, public utility needs, and potential impacts to intersecting streets. MNDOT is also interested in the development of cost estimates for all feasible alternatives.

## **III. Background Information**

In 2018, Metro COG conducted a study of portions of US 10 and US 75 through Moorhead which ended at 34<sup>th</sup> Street, which is the border between Moorhead and Dilworth. This study continues where that previous study concluded, studying US 10 (TH10) through Dilworth, Minnesota. The proposed limits of the study are from 34<sup>th</sup> Street to 60<sup>th</sup> Street N. The study should also pay particular attention to the operations of the intersection of 34<sup>th</sup> Street and TH 10. The City of Dilworth is also interested in evaluating intersection traffic control measures at intersections along the corridor. There is currently only one signalized intersection in this segment.

MNDOT has incorporated the construction of this project within their ten-year highway improvement program (CHIP). MNDOT would like to plan, design, and construct the project on this corridor within that time period. The plan should incorporate all elements of local communities, stakeholders, and the traveling public so that this project fulfills community needs. MNDOT would like this study to address foreseeable issues with the corridor in order to provide solutions that will last for the life of the reconstructed facility.

This segment of US 10 has many contextual elements with varying transportation purposes. It serves as access to the downtown core of Dilworth and is part of the local grid roadway network; it is a primary freight route with an intermodal facility, and a commuter route for daily work trips. As the roadway progresses eastward from 34<sup>th</sup> Street, it changes in character from a four-lane divided roadway with left and right turn lanes and significant access control to a four-lane

roadway without a median and no dedicated turn lanes, and on the east side of Dilworth, US 10 goes back to a divided highway. The City of Dilworth and MnDOT have had to work closely with each other to build an understanding of how this urbanized and urbanizing portion of US 10 will best work in the best interests of the residents of Dilworth and the traveling public. This study should address this transition by addressing the roadway within the downtown context of Dilworth, projected traffic volumes and capacity recommendations, alternate routes, access management, posted speed along with speed transition, and the overall cross section among other things.

In 2020, a US 10/75 study was completed which addressed US 10 west of 34<sup>th</sup> Street. One of the alternatives of this study was to change the character of the roadway (US 75 to 34<sup>th</sup> Street) from a divided highway to that of an urban cross section by narrowing lanes and eliminating the median. Likewise, this study should consider how the urban segments of this corridor could enhance the context of the adjacent existing and future land uses.

The main objective of this corridor study is to define what the vision is for the US 10 corridor in Dilworth, MN. The Minnesota Department of Transportation (MnDOT) District 4 is planning reconstruction projects along this corridor throughout the upcoming decade due to aging pavement and intends to incorporate the findings of this study into its preliminary design and public outreach. The proposed study will include reviewing: traffic operations, bike/pedestrian and transit needs, safety, stormwater infrastructure, and environmental documentation needs. Additional elements of this plan are to work with the City of Dilworth to consider varying contextual areas as well as to envision future redevelopment areas along the corridor. The study should provide roadway alternatives that balance the need for traffic/freight movement with the need to support multimodal elements of the varying contextual areas along the corridor.

As part of this study process, concept layouts and typical sections, along with preliminary cost estimates will be developed for all alternatives for each contextual area. The consultant should propose how the corridor should be divided into contextual elements, recognizing that the study area consists of a highway commercial area, a downtown core, residential areas that are slated for future land use transition, and urbanizing areas of a more suburban nature on the east side of the study area. The consultant will need to address project staging and the impacts associated with it.

The US 10/75 corridor study recommended removal of the median where the old weigh station used to reside where the north portion of US 10 and US 75 merge. Minnesota State Patrol does periodic freight enforcement at that location. This study should take the recommendations of that previous study into consideration and evaluate locations for a commercial vehicle enforcement location along this segment of TH 10.

North of Dilworth, 15<sup>th</sup> Avenue N (Clay CR 83) is a gravel road between CR 11 and 40<sup>th</sup> Street N (CR 9). One of the considerations of the overall roadway network and the future needs of US 10 through Dilworth should include the paving of this three-mile segment of 15<sup>th</sup> Avenue N. This roadway connects with a Red River bridge between Moorhead and Fargo and provides connectivity to major traffic generators such as the Veterans Administration Health Care System, North Dakota State University (NDSU), and many industrial employers. Study participants are interested in determining if improvements to this route could balance traffic volumes in a manner

that would allow US 10 to be reconstructed in a manner that would better-serve the downtown context of Dilworth.

Metro COG is currently working with NDSU's Advanced Traffic Analysis Center (ATAC) and MnDOT to determine construction phasing and the associated impacts to traffic during construction by utilizing Metro COG's recently completed Dynamic Traffic Assignment (DTA) model. The goal is to try to phase projects in a manner that minimizes impacts to the traveling public. The consultant should work with ATAC and Metro COG to integrate the recommendations of this plan into the DTA model to determine when the project should be constructed relative to other regional projects as well as to foresee traffic diversions and impacts.

#### **IV. Project Objective**

The objective of the TH 10 Corridor Study through Dilworth 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 suited to existing and future 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, and bicycle, pedestrian, transit facilities, aesthetic improvements, detours, and staging.

#### **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 TH 10 Corridor Study through Dilworth. 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 citizens informed of the planning activities and outcomes using a strategy that includes the internet and social media. Metro COG will host the project website. The consultant will be required to provide project materials that will allow the Metro COG project manager to keep the site up-to-date. This task also includes bi-monthly progress meetings with Metro COG, the preparation of meeting agendas, and taking and reporting meeting notes with emphasis on decisions and action items.

**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 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 Dilworth; 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-ups, and newspaper ad write-ups. Metro COG, the City of Dilworth, and Mn/DOT will work with the Consultant in distributing public meeting information to property owners, business operators, residents, the media, and the general public, and display information on corresponding websites.

The consultant should conduct should track its engagement efforts throughout the process in order to document compliance with Title VI and Environmental Justice. MnDOT also completed an Equity Study that could also be considered in public engagement efforts.

- Stakeholder Meetings – The consultant shall include meetings with stakeholders, such as business owners, residents, etc., during the development of the project. This element is especially critical for this project as the corridor runs through the downtown core of Dilworth. The consultant should recommend groups to reach out to and propose methods of engaging stakeholders to gain information and input that will be used in the development of the plan.

- 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, schools, bike/pedestrian/transit community and others. The consultant should propose a methodology to evaluate public input in order to develop project alternatives. During the Covid-19 Pandemic, Metro COG conducted virtual meetings, as public gatherings were not recommended. However, more and more gatherings have been taking place within the FM region and residents seem to be comfortable with gatherings. As such, this project should use a flexible approach, adaptable to changing public health circumstances, utilizing virtual gatherings when convenient and advisable, but should also meet people where they gather in order to gain input when conditions permit this to be carried out safely. The consultant should look for opportunities to engage citizens in person and also provide virtual opportunities for those that are not comfortable meeting in-person. The selection team will highly value consultants who demonstrate an innovative approach that integrates both in-person and virtual methods.

**Task 2 Deliverable:** The SRC and Public Meetings will be summarized throughout the project, with the ultimate reporting on public participation coming to fruition after the adoption phase of the plan.

**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:

- Dilworth Comprehensive Plan
- 2020 Final Report US 10/75 Corridor Study
- METRO GROW: Metro COG's 2045 MTP
- Current FM Metro COG Travel Demand Model
- Manufacturers' Perspectives on the Transportation System: District 4 (including database of findings)
- D4 Freight Plan – under development in 2021
- Clay County Comprehensive and Transportation Plan – under development in 2021
- Metro COG Bicycle and Pedestrian Plan – Currently under development
- MnDOT District 4: Advancing Transportation Equity

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)
- MnDOT Corridor drone footage

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

**Task 3 Deliverable:** The Contractor will summarize the existing conditions in a technical memorandum which will ultimately become part of the corridor study.

**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 from Metro COG and MnDOT before proceeding. Metro COG recently conducted its regionwide traffic count program. These counts will be made available to the consultant. However, it may be necessary to conduct other counts, which the consultant should integrate into its proposal.

The Contractor will examine the current and future congestion / Level of Service classification of the roadway, 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 (ICE) at major intersections of the roadway and provide reports.

A separate scenario shall be provided that assumes the paving of currently unpaved portions of 15<sup>th</sup> Avenue N west of CR 11.

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

A technical memorandum will be provided that describes and summarizes this information, and will ultimately become part of the corridor study document.

MnDOT will:

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

**Task 5: Land Use, Redevelopment, and Urban Context**

As mentioned throughout this document, the US 10 corridor runs through the traditional downtown core of Dilworth. Dilworth, much like the rest of the region, is growing. Much of the development is occurring in the growth area on the eastern edge of Dilworth. However, other communities in the region have taken advantage of the growth pressure to spur redevelopment in core areas, and Dilworth is home to several long-standing locally owned businesses in its downtown core.

The corridor study and subsequent reconstruction of the roadway is an excellent opportunity to study, plan, and implement streetscape improvements that are aimed at helping the community accomplish the goals for its community, and Metro COG, MnDOT and the City of Dilworth agree that this is an important component of the study. The consultant should reference Dilworth's Comprehensive Plan and work with the project team to identify redevelopment areas and other contextual areas where features such as on-street parking and/or enhanced bicycle and pedestrian amenities would be consistent with the City's plan and vision for its future. The consultant is also expected to identify a menu of roadway amenities that could serve to distinguish these areas and signal their context to drivers.

Metro COG's MTP included an illustrative project of a grade separation of the BNSF rail line loosely corresponding to 14<sup>th</sup> Street NE in Dilworth. Recently BNSF approached the City of Dilworth on negotiating the closure of Main Street S at grade crossing in exchange for their participation in the aforementioned facility. This study should take this into consideration as to how that may impact the TH 10 Corridor.

**Task 6: Develop Roadway Configuration Alternatives**

The corridor alternatives, including the roadway alternatives and contextual elements referenced in Task 5, 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 provide an analysis of each configuration 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 demonstrating that sufficient research and investigations were completed relative to minimum standards. If an alternative that uses minimum standards is carried forward, documentation must be provided describing how that alternative meets the needs, MnDOT, City of Dilworth, and the FM Region as a whole. 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 and dimensions. Detailed drawings will not be required. Concept drawings accompanied by narrative descriptions and / or graphical representations of the locations and typical sections are adequate.

This task will involve developing to-scale roadway concepts for the 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 6 Deliverables:** The Contractor will provide the following:

- Preliminary Concept Layouts and Typical Sections
- Final Concept Layout and Typical Sections
- Narrative descriptions and/or graphical representations of the locations and typical sections

MnDOT will:

- Review and comment on Concept Layout and Typical Sections

**Task 7: Feasibility and Risk Assessment /Screen Alternatives and Refine Preferred Design Concept Layout, Prepare Implementation Plan**

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
- Compatibility with local plans and vision
- 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 needs of the corridor. The Contractor should seek to balance the needs of motorized traffic with other multimodal transportation needs and identify areas where different needs should be prioritized. These designations will assist MnDOT with the design of the project, which is scheduled for construction sometime within the next 5-10 years and future planning and scheduling efforts to capitalize on funding opportunities and ultimately make improvements when funding is available. A discussion of the remaining needs will also be included in the feasibility and risks for each.

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, and will include a purpose and need statement to be carried forwarded once the NEPA process commences. The implementation plan shall be included in the final report

**Task 7 Deliverables:** The Contractor will provide the following:

- Preliminary feasibility and risk assessment
- Final feasibility and risk assessment
- Draft Implementation Plan

MnDOT will provide:

- Right-of-way files or plats as available

**Task 8: Final Report, Executive Summary and Approval Process**

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 rounds of edits will be made before publishing the final report. Up to ten (10) hard copies and a pdf file of the final report will be provided to Metro COG upon completion of the project.

After completion of the final draft report, the adoption process will involve presentations to the City of Dilworth Planning Commission and City Council. A presentation to the Clay County Board may also be necessary. Final adoption will require presentations to Metro COG’s Transportation Technical Committee (TTC) and Policy Board.

**Task 8 Deliverable:** Final report for review and comment, and, 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. The adoption process requires presentations of major findings and recommendations to the City of Dilworth Planning Commission and City Council and presentations to the Metro COG TTC and Policy Board. The consultant will also give a presentation to MnDOT management upon completion, and before adoption, of the plan. This meeting will include both D4 and Central Office staff from affected departments.

**VI. Implementation Schedule**

1) **Consultant Selection.**

Advertise for Consultant Proposals	11/4/2021
Due Date for Proposal Submittals (by 4:30 pm)	11/29/2021
Review Proposals/Identify Finalists	(week of) 11/29/2021
Interview Finalists	(week of) 12/6/2021
Metro COG Policy Board Contract Approval	12/16/2021

**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 the City of Dilworth, 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 December 16, 2021 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 – Federal Clauses

## 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 2<sup>nd</sup> Street North  
Fargo, ND 58102-4807  
altenburg@fmmetrocog.org

All proposals received by **4:30 pm on Monday, November 29, 2021** 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](http://www.fmmetrocog.org) or the NDDOT website at [www.dot.nd.gov](http://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 10<sup>th</sup> day of the month. Invoices received after the 10<sup>th</sup> 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	
				<b>Subtotal</b>	=	0.00	0.00	
2.	<b>Overhead/Indirect Cost (expressed as indirect rate x direct labor)</b>						0.00	0.00
3.	<b>Subcontractor Costs</b>						0.00	0.00
4.	<b>Materials and Supplies Costs</b>						0.00	0.00
5.	<b>Travel Costs</b>						0.00	0.00
6.	<b>Fixed Fee</b>						0.00	0.00
7.	<b>Miscellaneous Costs</b>						0.00	0.00
<b>Total Cost</b>					=	0.00	0.00	

## **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.