

REQUEST FOR PROPOSALS (RFP)

Fargo/West Fargo Parking and Access Requirements Study

July 2017

REQUEST FOR PROPOSALS (RFP)

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

Fargo/West Fargo Parking and Access Requirements Study

Qualifications-based selection criteria will be used to analyze proposals from responding consultants. Upon completion of technical ranking, interviews, and possible discussion with candidate consultants, Metro COG will enter into negotiations with the top ranked firm. Sealed cost proposals shall be submitted with the RFP. The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all submittals. This project is eighty (80) percent federally funded. The project has a not to exceed budget of \$100,000 dollars.

Interested firms can request a full copy of the RFP by telephoning 701.232.3242, or by email: leach@fmmetrocog.org. Copies will be available for download in PDF format at www.fmmetrocog.org and www.dot.nd.gov.

All proposals received by 4:30 p.m. on Friday, Aug 4, 2017 at the Metro COG office will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. Respondents must submit ten (10) copies of the proposal. The full length of each proposal should not exceed twenty-five (25) double-sided pages for a total of fifty (50) pages; including any supporting material, charts, or tables.

Hard copies of technical and cost proposals should be shipped to ensure timely delivery to the contact as defined below:

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

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

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I. PURPOSE OF REQUEST

As part of the regional transportation planning process, the Fargo-Moorhead Metropolitan Council of Governments (Metro COG), in coordination with the City of Fargo, is seeking proposals from qualified consulting firms with the experience and resources necessary to conduct a transportation access analysis of various land uses in relation to the transportation network. The purpose of this transportation access analysis is to promote consistency between land use and transportation in order to enhance mobility and accessibility. The transportation access analysis should provide recommendations for land-use patterns and transportation connections that will improve the efficiency, performance, and connectivity of a balanced transportation system. Specifically, recommendations should be developed relating to 1) parking and alternative transportation access needs of various land-uses with respect to locational context of the transportation network and 2) driveway approach spacing for various land-uses with respect to the functional classification of streets.

II. PROJECT BACKGROUND AND OBJECTIVE

Objective 1: Parking - Current parking requirements are often inflexible and substantial, applied with little consideration to available transportation alternatives or specific geographic and demographic factors that affect parking demand at a particular location. Parking requirements are based on parking generation studies that are mostly performed at new, suburban sites with unpriced parking, resulting in standards that tend to be excessive in urban areas with more multi-modal transportation. An overabundance of parking can result in a dispersed land-use pattern which tends to extend the millage of streets necessary to support such development, resulting in increasing costs to construct and maintain the street network.

In many situations, parking standards for new facilities, and the supply of parking at existing facilities, can be reduced without creating significant parking problems, particularly if implemented as part of an integrated parking management program. More accurate and flexible parking requirements means that parking standards reflect the parking demand and costs at a particular location, taking into account geographic, demographic, economic and management factors. This allows parking requirements to be reduced in exchange for implementation of specific parking and mobility management strategies, such as:

- Shared parking.
- Regulations that encourage more efficient parking facility use.
- Overflow parking plans to deal with occasional peaks.
- Transit and Rideshare improvements.
- Smart Growth that increases land use accessibility.
- Other Transportation Demand Management (TDM) strategies that affect parking demand

Smart Growth is a general term for policies that integrate transportation and land use decisions, for example by encouraging more development within existing urban areas where additional growth is desirable, and discouraging low-density, automobile dependent development at the urban fringe. Smart Growth can help create more accessible, less automobile-dependent land use patterns. Smart Growth is an alternative to urban sprawl. Smart Growth tends to reduce per

capita vehicle ownership and encourage use of alternative travel modes, and so it can reduce parking requirements and support other parking management strategies.

Location Efficient Development means development that is designed and managed to take advantage of more Accessible, multi-modal locations (good walking, cycling and transit). Parking requirements can be reduced in such areas due to reduced automobile ownership and use. Location Efficient Mortgage (LEM) means that lenders take into account transportation cost savings by households that choose more accessible locations when evaluating borrowing ability. This encourages infill, multi-modal development. Parking Management is one of the most effective ways to reduce motor vehicle traffic and achieve TDM objectives. Parking Management (Parking Pricing, Cashing Out parking, unbundling parking from housing) can reduce total automobile trips by 10-30%, and more if implemented as part of a comprehensive TDM program. This helps reduce traffic congestion, road and parking facility costs, road risk, pollution emissions and urban sprawl, and can increase transportation diversity.

In 2012, the City of Fargo finished its comprehensive plan update titled Go2030. A focus of this plan was to set forth a vision for Fargo that accommodated rapid population increases while preserving the investment in the City's infrastructure. The Go2030 Plan includes a listing of catalyst areas. These areas are strategic because they build on existing strengths, such as urban grid-pattern streets, access to commercial services, and existing infrastructure.

These catalyst areas are thought of as secondary downtown-style areas with walkable mixed-use development, pedestrian oriented streetscape design, building and parking development patterns that create person-oriented spaces, and can serve as viable transit nodes. The goal of the study would be to investigate techniques that would reduce underutilized parking and show where multimodal transportation options can lower the need for parking, in order to create walkable pedestrian oriented places, reduce infrastructure costs, reduce vehicle miles traveled, and improve the efficiency of the transportation network.

The disconnected nature and expanse of surface parking lots within the commercial areas in the region "drive" the need to use an automobile to get from destination to destination often within sight of one another. A prime example of this type of disconnection can be found on 42nd Street across from the West Acres Mall. These businesses were developed with individual parking lots that are not connected to one another. This creates the need to drive from place to place along the corridor. It also has multiplied the number of access points needed along the corridor thereby decreasing the functionality of the roadway, which is supposed to function as a minor arterial. If a shared parking model with a clustered development pattern was instituted, this could have eliminated these issues.

In recent years, the cities of Fargo and West Fargo have seen multiple requests that have necessitated variances and waivers to the parking requirements in the Land Development Code for individual projects. This has led to an increase in staff's workload trying to determine the adequacy of parking on a site-by-site or land use by land use basis. This is true of both residential (medium and high density) and commercial areas. City staff have questioned what the best practice is for regulating parking space counts and what this specific region's demand for parking really is. Metro COG would like to use this approach in determining policy level goals that it would integrate into its Congestion Management Process as well as determining

(through the Transit Development Plan) Transit-Oriented Development node placement, making transit service more economical.

Other concerns related to this issue include how many driveway access points are needed for these in order to adequately provide access while maintaining Level of Service, the general spacing of and distance between access points, the manner in which signalized intersections play a role in conflicting with access, and an access management strategy to load traffic from these locales onto the transportation network.

In 2016, Metro COG, in cooperation with the City of Fargo, completed the Southwest Metropolitan Transportation Plan. This plan defined the transportation infrastructure improvements needed as development expands south from current city limits. The plan was followed up by an effort to determine how land use would be defined and land use possibly manifest on a section-by-section basis. Metro COG is interested in determining how access on functionally classified roadways should be managed, especially along corridors with high potential for regional travel.

In 2016, Metro COG, in cooperation with the City of West Fargo, completed an analysis of the Sheyenne Street corridor. This two-phase project looked at both the need to expand the Sheyenne corridor near I-94 and the need to reconfigure the downtown portion of the roadway network to meet redevelopment goals. This study would complement the results of the Sheyenne Corridor Study by applying the lessons of that corridor to West Fargo's growth areas.

The City of West Fargo is also interested how the availability of on-street parking can replace or supplement off-street parking requirement. This includes delineating on-street parking by functional classification, particularly where on-street parking should/should not be located and what types of on-street parking are recommended for each sub-area.

The City of West Fargo is currently in the process of updating its comprehensive plan. The consultant selected to perform this study will be expected to coordinate with the City of West Fargo to ensure the goals and objectives of this study align with those developed as part of the West Fargo Comprehensive Plan.

Objective 2: Access and Driveway Spacing – A common concern in growth areas is the extent to which access points and driveways should be spaced, how many driveway access points are necessary, and their proximity to intersections. In order to balance the need to maintain the Level of Service of functionally classified roadways with the desire for compact and walkable development, the City of Fargo and West Fargo seek to find an access spacing strategy.

This is especially pertinent to development located or proposed to be located at the intersections of arterial roadways. The consultant is expected to analyze specific instances within the study area, research and provide guidance on current industry standards, and develop an Access Spacing Guide. This Guide should address the number of access points along collector and arterial roadways, access spacing around intersections, and the need for the development of alternative roadways both interior and exterior to commercial developments.

III. Scope of Work

The successful firm will demonstrate their ability and expertise in completing the following project steps:

0. Project Management

- a. The consultant shall set up biweekly progress meetings with the Client.
- b. The consultant shall develop and adhere to an aggressive project schedule with significant project completion within eight (8) months of award.
- c. The consultant shall develop a project keystones and deliverables checklist denoting significant project benchmarks as well as deliverables that are due to the Client within each task.
- d. The consultant shall provide the Client with monthly invoices recording hours spent by each project staff member, description of work tasks, and expenses incurred.

1. Public Participation

- a. Within the proposal, the consultant shall specifically detail the steps to which they will take to solicit public input for the study. This shall include the number of public meetings, number of Study Review Committee (SRC) meetings, and the number of stakeholder meetings. The consultant should also detail public engagement methods the firm intends to employ.
- b. At the outset of the project, the consultant shall prepare a public engagement memorandum specifically listing the efforts it will employ at each of the public involvement steps. This will be done in a collaborative effort with the consultant and the Client. Modifications to this mantra made throughout the course of the plan should be amended into this document.
- c. The consultant will be responsible for public notification requirements (these can be referenced from the Metro COG Public Participation Plan) and those public notification requirements negotiated as part of the contract.

2. Parking Analysis

- a. The consultant shall work with the SRC to develop a list of land use types and sub-areas to analyze. This will be consistent with the comprehensive plans, corridor studies, and Metro COG's planning documents.
- b. The consultant shall perform such analysis it deems necessary to gauge the success or failure of current parking requirements (e.g. parking utilization study) for various land use types. *[Optional Task 1 – this task has been primarily deemed as ineligible for CPG funding; however, if the consultant can prepare an approach using methods and producing products that could be deemed eligible, this task may be added during contract negotiations. The consultant should prepare its particular approach to this task for consideration by both the selection committee and NDDOT.]*
- c. The consultant shall (where possible) investigate alternative access options and/or shared parking models, or other parking solutions and their application to sub-areas within the region. This shall include an analysis of precedents in other similar regions and any obstacles specific to North Dakota as regulated in the North Dakota Century Code. This analysis should further the goals of the

Long Range Transportation Plan, specifically in reducing congestion/ADT/VMT as well as incorporating transit friendly options. The analysis should emphasize specific example of how altering parking requirements and managing access can play a significant role in both affecting traffic operations and creating more efficient development patterns.

- d. The consultant shall provide its recommendation for meeting relevant policy goals related to land-use and transportation. This shall include a plan on how to implement such recommendations, such as adjusting minimum parking requirements, instituting parking maximums, deregulating parking, or other parking management philosophies/techniques that could be implemented in furtherance of the regional objective of creating an efficiently operating transportation network. (non-eligible) *[Optional task 2 – this task has been primarily deemed as ineligible for CPG funding. The consultant shall prepare its particular approach to this task for consideration by the selection committee. If the consultant’s approach is deemed eligible by NDDOT, the task will be added during contract negotiations.]*

3. Driveway Approach and Roadway Access Spacing Analysis

- a. The consultant shall analyze access spacing, as it exists in Fargo and West Fargo, with particular focus given to commercial, mixed-use, and high-density residential areas. This analysis should take into consideration the functional classification of the roadway, high functioning intersections, and use types in comparison to best practices. This analysis should rely upon successes/failures of current regional approaches.
- b. The consultant shall develop an Access Spacing Guidebook specific to the region. This should include the methods that can be employed to provide efficient ingress/egress from sites as well as roadway spacing. This guide shall make recommendations on internal roadway networks and public roadways that can be utilized to consolidate access points. This guidebook will detail how access and the roadway network shape the development pattern of a particular locale.

4. Deliverables

- a. The consultant shall prepare a document detailing the information obtained within the study including all necessary maps and figures needed to convey the existing conditions as well as the plan’s recommendations. This shall include an executive summary for quick reference.
- b. The document and guides prepared shall, to the extent practicable, use graphics to display concepts.
- c. The consultant shall append all public comments and a summary of public participation efforts to the plan.
- d. The consultant shall provide twenty-five (25) copies of the final plan to the Client at the close of the project.

IV. IMPLEMENTATION SCHEDULE

Selection Schedule

Advertise for Proposals	July 14, 2017
Due Date for Proposal Submittals (by 4:30 pm)	Aug 4, 2017
Review Proposals/Identify Finalists	Aug 7-11, 2017
Interview Finalists/Contract Negotiations	Aug 14-18, 2017
Approval and Contract Execution	Sept 2017 (tentative)
Notice to Proceed	One day following completion of QBS process

V. EVALUATION AND SELECTION PROCESS

1. **Selection Committee.** The Client has established a selection committee to review the proposals and evaluate potential vendors. The committee will consist of officials from Metro COG and the cities of Fargo and West Fargo.

The selection process will be administered under the following criteria:

- 20% - The expertise of the staff assigned to the project, background, and prior examples of the consultant's work.
- 20% - The consultant's approach in completing the public participation component.
- 50% - Description of the approach the consultant will take in addressing Tasks 2-3.
- 10% - The ability of the consultant to provide personnel to accomplish the goals of the plan (workload).

The selection committee will entertain in-person presentations for the top candidates to provide additional input and help guide the evaluation process. The presentations may be followed by a question and answer period during which the committee may ask the prospective vendors additional questions about their project approach. The Client may entertain questions prior to the proposal due date that would serve to clarify the intent of this RFP; however, the Client reserves the right to refrain from answering any question that discusses knowledge specific to transit operations and issues that will be investigated as part of the study.

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

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

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

VI. PROPOSAL CONTENT

The purpose of the proposal is to demonstrate the qualifications, competence, and ability of vendors to provide a Parking and Access Requirements Study to the Client within the

requirements of the RFP. The proposal must address each of the data specifications listed in the Tasks section of this RFP.

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

1. **Contact Information.** Name, telephone number, email address, mailing address and other contact information for the vendor's point of contact.
2. **Introduction and Executive Summary.** This section shall document the firm name, business address (including telephone, FAX, email address(es), year established, type of ownership and parent company (if any), point of contact name, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any).
3. **Overview of Vendor's Project Approach.** Proposals shall address the items listed within the Tasks section of this RFP. The vendor shall provide three (3) parking related precedent studies that were completed by the vendor that would be of particular relevance to the proposed study. The vendor should include the organization that the precedent studies contracted with as well as the contact information of a reference from either the agency or the organization itself.
4. **Team Organization and Staff Profiles.** Proposals shall include all the background and expertise of each staff person who will be working on the project. The project manager should specifically be designated. An organizational chart showing the hierarchy of project staff members within the organization should be included as well.
5. **Allotted Staff Time.** Proposals shall include a listing of the hours allotted to each staff member by project task.
6. **Signature.** Proposals shall be signed in ink by an authorized member of the firm.
7. **Attachments.** Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:

Exhibit A – Debarment of Suspension Certification
Exhibit B – Certification of Restriction on Lobbying

VII. SUBMITTAL INFORMATION

Hard copies of technical and cost proposals should be shipped to ensure timely delivery to:

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

All proposals received by **4:30 p.m. on Aug 4, 2017** will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. Respondents must submit ten (10) hard copies and one Adobe Acrobat (.pdf) copy of the proposal. The body of written length of the proposal should not exceed Twenty-five (25)

double-sided pages for a total of fifty (50) pages. Additional supporting material, including graphics, charts, or tables may be included as appendices to the proposal.

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

VIII. GENERAL RFP REQUIREMENTS

1. **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** Respondents must attach signed copies of Exhibit A – Debarment of Suspension Certification and Exhibit B – Certification of Restriction on Lobbying within the sealed cost proposal.
2. **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.
3. **Disadvantaged Business Enterprise.** Pursuant to Department of Transportation policy and 49 CFR Part 23, NDDOT supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota shall be included within the proposal. If the consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the subcontractor's certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.
4. **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow procedures contained in the Federal Standard Form 330. Copies of this form are available on the NDDOT website at:
<https://www.dot.nd.gov/business/consultants.htm>

IX. CONTRACTUAL INFORMATION

1. The Client reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within

forty-five (45) days after the award of the proposal. The Client will not pay for any information contained in proposals obtained from participating firms.

2. The Client reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
3. Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by the Client.
4. If, through any cause, the firm 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 Client requirements for agreements and contracts.
6. The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Client.

X. PAYMENTS

The selected consultant will submit invoices for work completed to Metro COG. Payments will be made to the consultant by Metro COG in accordance with the contract after all required services, and items identified have been completed to the satisfaction of the Client. Such invoices shall be submitted monthly for expenses incurred (generally expenses incurred within the previous month).

XI. FEDERAL AND STATE FUNDS

The services requested within this RFP will be partially funded with funds from the Federal Highway Administration (FHWA). 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 requirements of 49 CFR 18. Cost eligibility/requirement will be subject to 48 CFR 31.2.

XII. TITLE VI ASSURANCES

Prospective vendors should be aware of the following contractual (“contractor”) requirements

regarding compliance with Title VI should they be selected pursuant to this RFP:

- a. **Compliance with Regulations.** The Contractor 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).
- b. **Nondiscrimination.** The Contractor, 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 Contractor 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.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor 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 Contractor of the Contractor's obligations to the Client and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.
- d. **Information and Reports.** The Contractor 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 the North Dakota Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions as outlined herein, the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies; or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Title VI Provisions. The Contractor shall include the provisions of Section XII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as NDDOT 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 Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request NDDOT enter into such litigation to protect the interests of NDDOT and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

XIII. TERMINATION PROVISIONS

Metro COG reserves the right to cancel any contract for cause upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the Contractor 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 Contractor 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 may give a minimum of 30 days' notice to terminate this agreement/contract and have no further obligation to the Contractor.

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 Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment and materials to Metro COG within 24 hours of the date of termination.

XIV. 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 NDDOT 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.

XV. CONFLICT OF INTEREST

No consultant, subcontractor or member of any firm proposed to be employed in the preparation of this proposal shall not 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 NDDOT, or in any way compromise the services to be performed under this agreement. The consultant shall immediately notify Metro COG and NDDOT of any and all potential violations of this paragraph upon becoming aware of the potential violation.

XVI. INSURANCE

The successful firm or individual shall provide evidence of insurance as stated in the contract prior to execution of the contract.

Exhibit A - Debarment of Suspension Certification

Background and Applicability

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

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

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

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

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

Suspension and Debarment

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

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

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

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

Contractor _____

Signature of Authorized Official _____ Date ____ / ____ / ____

Name & Title of Contractor's Authorized Official _____

Exhibit B - Certification of Restriction on Lobbying

I, _____ hereby certify on
(Name and Title of Grantee Official)

behalf of _____ that:
(Name of Bidder / Company Name)

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

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

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

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ___ / ___ / ___

(Title of authorized official)