

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

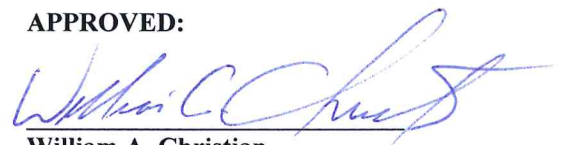
REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2016-004

***CLAY COUNTY COMPREHENSIVE
& TRANSPORTATION PLAN***

AUGUST 19, 2016

APPROVED:



**William A. Christian
Metro COG, Executive Director**

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I. GENERAL INFORMATION

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

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

Metro COG is seeking requests for proposals from qualified consultants for the following project:

Clay County Comprehensive & Transportation Plan

All applicants must be prequalified with the North Dakota Department of Transportation. All applicants meeting the deadline for submittal will receive consideration. 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 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. The Client 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 \$150,000 dollars. The North Dakota Department of Transportation will determine the eligibility of federal funds for the project. The project will be initiated in October of 2016 and is required to be completed on or before October 31, 2017. All invoices for the project are to be received by Metro COG by November 30, 2017.

Interested firms can request a full copy of the RFP by telephoning 701.232.3242, or by e-mail: metrocog@fmmetrocog.org. Copies will be posted on the North Dakota Department of Transportation QBS website (<https://www.dot.nd.gov>) and is also available for download in PDF format at www.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.

This document can be made available in alternative formats for persons with disabilities by calling **Nakhaly Swearingen, Executive Secretary at 701.232.3242.**

II. PURPOSE OF PROJECT

As part of the metropolitan planning process, the Fargo-Moorhead Metropolitan Council of Governments (Metro COG), in coordination with Clay County, Minnesota, are seeking proposals from qualified consulting firms with the experience and resources necessary to update the 2002 Clay County Comprehensive Plan. It is essential that the Comprehensive and Transportation Plan be updated to provide adequate guidance to public and private activities as they relate to land use, transportation, and resource utilization in Clay County. The Comprehensive and Transportation Plan is the basis for land development regulations and decisions, capital improvements, infrastructure, environmental and natural resource protection initiatives, energy, new county programs, and decisions on the distribution of county budget dollars to a multitude of programs and agencies.

III. PROJECT BACKGROUND

Located in northwest Minnesota, Clay County is the largest county by population in the western half of the state (16th in population overall). The total area of the county is 1,053 square miles or 673,900 acres, extending approximately 30 miles east to west and 36 miles north to south. The geography of the county is characterized by rich, fertile plains in the west and gently rolling hills in the east. Lakes, rivers, and wetlands cover roughly 7.3 square miles (0.7 percent) of the land area. The Red River of the North forms the county's western border with North Dakota.

Clay County contains 11 cities and 30 townships, with the City of Moorhead serving as the county seat. The population of the county was estimated at 62,324 in 2015 and is concentrated in the western portion of the county as part of the Fargo-Moorhead metropolitan area. The metropolitan area spans the Red River and encompasses Cass County in North Dakota. Below is a listing of each of the cities and estimated population in the county:

City	Population (2015 estimate)
Moorhead	42,005
Dilworth	4,366
Barnesville	2,577
Hawley	2,179
Glyndon	1,380
Sabin	551
Ulen	551
Hitterdal	201
Felton	179
Georgetown	129
Comstock	93

Land use varies from urban/suburban residential in the west to rural towns in the east. Bisected by Interstate 94 and State Highways 10 and 75, Clay County is considered a transportation hub for the region. The county is also home to three municipal airports and a Burlington Northern Santa Fe intermodal facility. Transit services are provided by Metro Area Transit (MATBUS) in Moorhead and Dilworth, and Transit Alternatives in Barnesville, Glyndon, and Hawley.

Clay County serves as a major regional center for commercial, industrial, higher learning, and service

sectors in western Minnesota. Because of the Fargo-Moorhead metropolitan area's role as a regional center, the county's population and economy will continue to grow. It is anticipated that most of this growth will be concentrated in the western half of the county. Since 2010, most every city in the county has experienced minor to modest growth as smaller cities become increasingly popular as bedroom communities. However, many townships outside existing population centers have seen sustained population declines as farming operations continue to consolidate. Annexation by the City of Moorhead has also led to population declines in adjacent townships.

The labor force of Clay County has grown steadily for a number of years. The median household income for Clay County in 2014 was estimated to be \$55,582, nine percent lower than the state median income. The largest sectors of the economy were educational services, health care, and social assistance (31 percent), retail trade (11 percent), and manufacturing (nine percent).

The Comprehensive and Transportation Plan will be the basis for establishing policies and priorities for coordinated development and redevelopment as well as future infrastructure expansion. It will include policy statements, goals, objectives, guidelines, maps and graphics that will serve as a foundation for future land use decisions. The Comprehensive and Transportation Plan shall provide strategies to encourage economic development, quality residential growth, and general improvements for the protection of the quality of life for the residents and businesses in rural cities. Minor changes to the scope may be necessary to integrate innovative approaches suggested by the consultant.

IV. PROJECT OBJECTIVE

The objective of this project is to prepare a Comprehensive and Transportation Plan using the most recent census data, area and national trends, development challenges and issues, and best planning practices. The plan should create an overall blueprint for the region, and recognize and appropriately plan for Clay County's physical, social, and economic assets. The Comprehensive and Transportation Plan will be an opportunity to assess current conditions and develop goals, objectives, and policies to address growth issues and other planning elements such as resiliency, sustainability, and healthy communities not previously considered in the plan. The plan outlook is anticipated to be a thirty (30) year timeframe.

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 Comprehensive and Transportation Plan but also has the ability to provide innovation, originality, and creativity in examining and proposing goals, objectives, and policies.

Outlined below is the scope of work that will guide development of the Comprehensive and Transportation Plan for Clay County. Metro COG has included the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development. This outline is not necessarily all-inclusive and the consultant may include in the proposal any additional tasks deemed necessary to successfully complete the project.

At minimum, the consultant shall be expected to establish detailed analysis, recommendations, and/or deliverables for the following tasks:

Task 0: Project Management This task involves activities required to manage the project including staff, equipment and documentation. It also includes the preparation of progress reports, documenting travel and

expense receipts, and preparing and submitting invoices. It is imperative to consider the public and keep it informed of the planning activities and outcomes using strategies that includes use of the internet and social media. Maintaining a project website or providing information to Metro COG for posting on its website will be required. This task also includes monthly progress meeting with the Client, the preparation of meeting agendas, and taking and reporting meeting minutes.

Task 1: Public Involvement Strategy. In compliance with Metro COG's adopted Public Participation Plan (PPP), Metro COG, Clay County, and the consultant shall cooperatively implement a robust public participation strategy to engage the public, stakeholders, and interested persons in the Comprehensive and Transportation Plan update process. All public involvement comments shall be summarized by the consultant and provided to the Study Review Committee for consideration throughout development of the plan. All comments shall be documented by the consultant within the plan prior to final adoption. The development of the plan shall be supported through the following public involvement components:

Study Review Committee. Development of the Comprehensive and Transportation Plan shall be guided by a Study Review Committee (SRC) comprised of the following:

- Clay County Board of Commissioners
- Clay County Planning Commission
- Clay County Staff
- Clay County Public Health
- Minnesota Department of Transportation
- Minnesota Department of Natural Resources
- Greater Fargo-Moorhead Economic Development Corporation
- Metro COG

The SRC shall meet approximately every other month between October 2016 and August 2017 (no more than seven (7) times) to provide oversight and input into the development of the Comprehensive and Transportation Plan. Metro COG shall be responsible for coordinating and scheduling SRC meetings, developing agendas, and recording meeting minutes. The consultant will be expected to work closely with Metro COG on coordination and distribution of materials to the SRC as applicable to consultant work tasks.

Task Force Meetings. In coordination with Clay County and Metro COG, the consultant shall coordinate and facilitate up to three (3) task force meetings with identified key stakeholders and interested persons to discuss county needs and opportunities. The task force will be comprised of approximately fifteen to twenty (15-20) members appointed by the Clay County Planning Commission and will include: elected city representatives, county officials, township officials, economic development, housing, industry, safety, minority/human rights, historical society, watershed districts, farmers, county residents, and others as appropriate. The role of the task force is to be a sounding board and provide additional recommendations to the SRC.

Personnel Workshops. In cooperation with Clay County and Metro COG, the consultant shall coordinate and facilitate two (2) personnel workshop throughout the Comprehensive and Transportation Plan update to consult with county staff from various departments. The focus of these workshops will be to gather additional input regarding county services and potential needs.

Public Input Meetings. Development of the Comprehensive and Transportation Plan shall be supported by no less than three (3) public input meetings at key points throughout the plan process. The consultant may propose more than one meeting location for each public input meeting or supplementary meetings to those which are listed so as to sufficiently cover as many areas of the county as possible. Metro COG shall utilize its website and list of interested persons, stakeholders, and targeted interest groups to distribute public input meeting information. Metro COG and Clay County shall be responsible for issuing notices and public announcements. The consultant shall be responsible for the facilitation of the following public input meetings:

Comprehensive and Transportation Plan Survey. Clay County, Metro COG, and the consultant shall jointly work on a survey for distribution in print and web format to support the Comprehensive and Transportation Plan update. The survey is intended to inform specific analysis on the plan update, with an opportunity for open-ended comments regarding vision, goals, and objectives.

Task 2: Executive Summary. The consultant shall develop an executive summary for the plan and a summary of recommendations for each of the Comprehensive and Transportation Plan elements.

Task 3: Purpose Statement/Regional Goals, Objectives, & Policies. The consultant shall develop a purpose statement that reflects a shared understanding of the regional core values and vision based on community input. The consultant shall assist in the prioritization of goals, objectives, and policies as set forth by the task force and the SRC.

Task 4: County Profile. The consultant shall collect and analyze a range of information about existing conditions and the potential for the future of Clay County. The information will be based on a thorough understanding of current and previous planning efforts and programs affecting the county, and on input, inventories, and analyses undertaken by the consultant. Previously compiled data will be used and incorporated where possible. The consultant shall explore the county's existing conditions regarding development patterns, the economy, infrastructure, demographics, the history of the county, and make future projections for population growth, demographic change, and economic growth. Supplementary analyses will be included in the Comprehensive and Transportation Plan as an Appendix. The consultant shall, at minimum, compile and examine data regarding the following areas:

Population. The consultant will compile demographic statistics using 2010 Decennial Census and current American Community Survey and Minnesota State Demographic Center projections.

Housing. The consultant will collect housing data including the 2010 Decennial Census, recent American Community Survey, Minnesota State Demographic Center, and City/County permit and building records.

Economy. The consultant will compile previously collected economic data by the county, the most recent U.S. Census Economic Census, and any other applicable data resources.

Natural Resources. The consultant will review environmental conditions to determine if there is need to adapt current implementation practices or development regulations to address protection of important natural resources.

Energy. The consultant will review how the county currently generates, uses, and distributes energy and analyze present and forecasted energy needs.

Cultural Resources. The consultant will gather an inventory of local cultural resources, such as National Register Historic properties, scenic areas, or other historic and cultural resources.

Community Facilities. The consultant will inventory and analyze the existing community facilities and determination of level of service for existing and planned community facilities and services including:

- Water Supply and Treatment
- Sewerage System and Wastewater Treatment
- Storm water
- Solid Waste Facilities
- Public Safety
- Parks and Recreation

Food Access. The consultant will analyze food and health equity issues, the presence of food and nutrition programs, and the county policy and regulatory framework regarding food access and related food systems issues.

Intergovernmental Coordination. In order to complete this analysis, a complete listing of intergovernmental agreements will be compiled and organized for analysis.

Task 5: Land Use. The consultant shall prepare an overarching assessment of existing land use patterns and zoning regulations to determine various recommendations for innovation and sustainability. The consultant shall, at minimum, prepare the following:

Existing Land Use Map. The consultant shall conduct an existing land use inventory of Clay County. The map will be revised based upon input from county staff, stakeholders, and the general public as may be received. The method for producing the existing land use map shall be a combination of field survey, review and interpretation of aerial photographs, analysis of prior city and county land use maps, and tax assessor records. The consultant shall also produce estimates of acreage within each existing land use category.

Future Land Use Map & Narrative. The consultant shall prepare a future land use map and narrative using the categories or classifications recommended by the county.

Task 6: Transportation. The consultant shall incorporate the findings and recommendations of state and regional transportation plans including MnDOT's 10-Year Capital Highway Investment Plan (CHIP), the MnDOT District 4 Manufactures' Perspectives on Minnesota's Transportation System, the Greater Minnesota Transit Investment Plan, Metro 2040 – the adopted Long Range Transportation Plan (LRTP) for the Fargo-Moorhead metropolitan area, and other relevant plans. Additionally, the plan shall include recommendations for city and county programs for roadways and multimodal facilities, trucking and freight movements through the county, transit ridership, and a review of right-of-way and access management standards. Specific emphasis shall be given to potential corridor alignments, coordination activities, and funding opportunities for the proposed Heartland State Trail Extension – a multi-use trail which would link different communities in Clay County and ultimately connect with existing trails in adjacent Becker County to the east.

Task 7: Energy. The consultant shall develop an energy profile for the county that includes, at minimum, an assessment of the opportunities for each of the following renewable energy technologies, including appropriate geographic locations:

- Wind (ground mounted and building integrated)
- Solar (thermal and photovoltaic)
- Geothermal
- Bioenergy

The energy profile shall also review existing utility infrastructure, utility connections, current regulatory requirements, and an analysis of life cycle costs for renewable energy technologies.

Task 8: Economic Development. The consultant shall identify economic development goals and objectives based on research, data, analysis, community input, and review of existing planning efforts and programs. The consultant should address ways to bring new industrial and commercial development as well as rural and agriculturally-based value-added economic activities to Clay County. Local food production and agri-tourism economic activities should be closely considered. The consultant will prepare an economic analysis, which will review, analyze, and update the county's economic data and make recommendations for goals, objectives, and policies to be incorporated in the plan.

Task 9: Capital Improvement Plan. The consultant shall include an adopted capital improvement plan as part of the final Comprehensive and Transportation Plan.

Task 10: Implementation. The consultant shall incorporate any new or revised goals, objectives, or policies identified during Task 3. Goals and objectives that the task force, SRC, or community members specifically identify as high priority must be followed-up with corresponding policies or implementation measures. This includes any activities, initiatives, programs, ordinances, or administrative systems to be put in place to implement the plan. This task shall include the following information for each listed policy:

- Brief description of the activity;
- Legal authorization for the activity, if applicable;
- Timeframe for initiating and completing the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and
- Funding source(s), if applicable.

Task 11: Deliverables. The consultant shall prepare an administrative draft Comprehensive and Transportation Plan for review and comment by the SRC. This draft is to be provided as an electronic PDF. Comments received from the SRC shall be incorporated in the final draft of the plan. The consultant shall consider and incorporate the comments received on the draft Comprehensive and Transportation Plan into the final plan, as appropriate, and present it to the SRC, Metro COG Transportation Technical Committee (TTC), Metro COG Policy Board, Clay County Planning Commission, and the Clay County Board of Commissioners. The consultant shall provide Clay County thirty-five (35) bound hard copies and a reproducible original in PDF format.

VI. IMPLEMENTATION SCHEDULE

1) Consultant Selection.

Advertise for Consultant Proposals	8/19/2016
Deadline for RFP Clarifications/Questions	8/26/2016
Due Date for Proposal Submittals (by 4:00pm)	9/15/2016
Review Proposals/Identify Finalists	(week of) 9/19/2016
Interview Finalists/Contract Negotiations	(week of) 9/26/2016
Metro COG Policy Board Recommendation and Contract Execution	10/20/2016

2) Project Development (Major Milestones).

Notice to Proceed	10/21/2016
Project Start-Up/Mobilization	(week of) 10/24/2016
Draft Plan Completed	September 2017
Final Documents Completed/Project Closeout	October 2017

VII. EVALUATION AND SELECTION PROCESS

- 1) **Selection Committee.** Metro COG has established a selection committee to select a consultant. The selection committee shall consist of representatives from Clay County, the Clay County Board of Commissioners, the Clay County Planning Commission, Clay County Public Health, the Greater Fargo-Moorhead Economic Development Corporation (GFMEDC), MnDOT, and Metro COG.

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

- 10% The firm's past experience with similar types of activities
- 25% Key staff's experience related to the development of such plans
- 15% Specific qualification on the consultant's project manager
- 25% Understanding the project scope and local/regional issues
- 20% Project approach
- 5% Current workload

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

A consultant will be selected on or before October 20, 2016 based on an evaluation of the proposals submitted, the recommendation of the selection committee, and approval by Metro COG.

Metro COG reserves the right to reject any or all proposals or to waive minor irregularities in said proposal, and reserves the right to negotiate minor deviations to the proposal with the successful

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

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

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

VIII. PROPOSAL CONTENT AND FORMAT

- 1) **Proposal Content.** At minimum, proposals shall include the following sections:
 - a) ***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), project manager name and qualifications, and any major features that may differentiate this proposal from others, if any.
 - b) ***Work Plan and Project Approach Methodology.*** Proposals shall include the following, at minimum:
 - i. 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;
 - ii. A detailed approach for completing the plan and a summary of the proposed methodology to establish consensus on recommendations within the final product; and
 - iii. A detailed schedule including task breakdown, deliverable due dates, and personnel availability. The detailed task breakdown shall include hours attributed to each team member and/or sub-consultant and the total number of hours allocated to complete the project. In summary, the proposal shall clearly explain the methodology that will be used to satisfactorily complete the required services. The respondent shall document within the proposal an overall understanding of the project background, project scope, data collection requirements/needs, public input strategy(ies), ability to complete technical analysis, technical cost projections and the ability to use advanced technology/software. A preliminary schedule/timeline for the tasks and meetings is included on page 10 of this RFP.
 - c) ***References/Project Examples.*** Proposals shall include, at minimum, references of three (3) clients for whom similar work has been completed. The proposal should also provide evidence of other similar products completed by the consultant.
- 2) **Submittal Information.** Respondents shall submit ten (10) copies of the proposal. The full length of each proposal shall not exceed twenty (20) double sided pages for a total of forty (40) pages; including supporting material, charts, or tables.
- 3) **Signature.** Proposals shall be signed in ink by an authorized member of the firm/project team.

IX. GENERAL RFP REQUIREMENTS

- 1) **Questions and Comments.** Any questions and all proposal submissions shall be directed to William Christian, Executive Director, at christian@fmmetrocog.org. Questions regarding this RFP must be submitted no later than August 26, 2016. No response will be given to verbal questions. Metro COG reserves the right to decline a response to any question if, in Metro COG's assessment, the information cannot be obtained and shared with potential consultants in a timely manner. All questions and the responses to all questions will be forwarded to all applicants.
- 2) **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.
- 3) **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 firm's Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This document must be attached with the sealed cost proposal.**
- 4) **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.
- 5) **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.
- 6) **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.

- 7) **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.
- 8) **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Consultants are advised to follow procedures contained in the *North Dakota Department of Transportation Consultant Administration Services Procedure Manual*, which includes pre-qualifications of consultants. Copies of the manual may be found on the Metro COG website at www.fmmetrocog.org or the NDDOT website at www.dot.nd.gov.

X. ADDITIONAL INFORMATION

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

XI. CONTRACTUAL INFORMATION

- 1) Metro COG reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. Metro COG shall not pay for any information contained in proposals obtained from participating firms.
- 2) Metro COG reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
- 3) If, through any cause, the firm 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.
- 4) 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 Request for Proposals. Metro COG reserves the right to reject any agreement that does not conform to the Request for Proposal and any Metro COG requirements for agreements and contracts.
- 5) The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.

XII. 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 the North Dakota Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to Metro COG, or the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the consultant's noncompliance with the nondiscrimination provisions as outlined herein, Metro COG and 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 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 Provisions.** The consultant shall include the provisions of 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 Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation by a 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.

XIII. 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.

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 Metro COG in preparing the proposal or reports. No compilation, tabulation or analysis of data, definition of opinion, etc., should be anticipated by the consultant from the agencies, unless volunteered by a responsible official in those agencies.

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 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.

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 – Cost Proposal Form

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

REQUIRED BUDGET FORMAT Summary of Estimated Project Cost

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

Exhibit B – Debarment of Suspension Certification

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

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

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

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

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

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

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

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

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

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

Exhibit C – Certification of Restriction on Lobbying

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

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

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

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

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____ / ____ / ____

(Title of authorized official)