

FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2021-226

25th Street Corridor Study

November 2021

APPROVED:



Cindy Gray
Metro COG, Executive Director

METROCOG
FM REGIONAL TRANSPORTATION PLANNING ORGANIZATION

REQUEST FOR PROPOSALS (RFP)

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

25th Street Corridor Study

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified candidates will be asked to present a virtually hosted interview. Upon completion of technical ranking and interviews, Metro COG will enter into negotiations with the top ranked firm. **Proposals shall be submitted in PDF format. Sealed cost proposals shall be submitted as a hard copy. Both proposal and cost proposal will be due by the date & time specified below.** The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all submittals. This project will be funded, in part with federal transportation funds and has a not-to-exceed budget of **\$125,000**.

Interested firms can request a full copy of the RFP by telephoning 701.532.5100, or by e-mail: metrocof@fmmetrocog.org. Copies will be posted on the North Dakota Department of Transportation QBS website (<https://www.dot.nd.gov>) and are also available for download in .pdf format at www.fmmetrocog.org.

All proposals received by **4:30 pm (Central Time) on Wednesday December 22, 2021** will be given equal consideration. Proposals received after 4:30 pm (Central Time) on Wednesday December 22, 2021 will not be considered. Respondents must submit a PDF of the proposal, and one (1) sealed hard copy of the cost proposal. The full length of each proposal shall not exceed fifteen (15) double sided pages for a total of thirty (30) pages; including any supporting material, charts, or tables.

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

Michael Maddox, AICP
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102
maddox@fmmetrocog.org
701-532-5104

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

Questions must be directed to Michael Maddox (phone number and email shown above).

Note: This document can be made available in alternative formats for persons with disabilities by contacting Savanna Leach, Office Manager at 701.532.5100 or leach@fmmetrocog.org.

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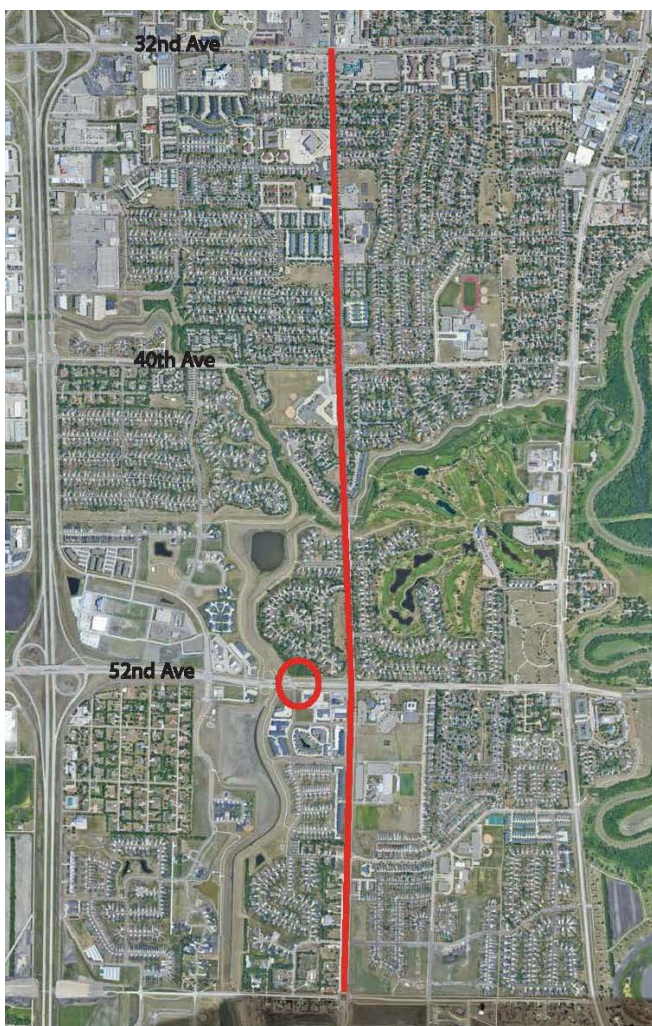
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Note: Throughout this RFP, Metro COG may be referred to as 'Client' and the consulting firm may be referred to as 'Consultant', 'Contractor', or 'Firm'.

I AGENCY OVERVIEW

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

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



II BACKGROUND INFORMATION

25th Street S is an important section line minor arterial roadway in Fargo's gridded street network. South of 32nd Avenue S, within the area included in this study, the corridor provides for north/south traffic movement between Fargo's southern residential growth areas to nearby neighborhood retail nodes including grocery stores, retail and dining establishments, and banks. In addition, the corridor serves significant medical facilities, financial institutions, schools and churches. North of the study area, 25th Street S provides access to I-94 and to employment centers along 13th Ave S, Main Ave, and beyond.

Recently, the City of Fargo has identified a section of 25th Street South, from 32nd Ave S to the bridge over Rose Creek, for reconstruction due to poor pavement conditions. To ensure this project incorporates all necessary transportation improvements, the City and Metro COG

are seeking consultant services to carry out an updated review and analysis of future transportation needs along 25th Street South from 32nd Ave S to 64th Ave S in advance of the planned reconstruction. The study will address corridor issues, and identify any needs associated with existing and future bicycle and pedestrian facilities, safety, transit facilities, traffic control, traffic operations, intersection capacity and operations, roadway capacity, and aesthetics of the corridor itself and the context with adjacent land uses. This corridor study will analyze the current roadway cross section in light of the surrounding land uses with the potential to consider alternative approaches to reconstructing the roadway.

A related issue in the vicinity of 25th Street S is the intersection of 52nd Avenue S and 27th Street S. This T-intersection has generated concerns from the public as a result of infill development taking place south of 52nd Avenue S on both sides of 27th Street S. The study includes a safety and traffic operations review of this intersection to determine if and when traffic control or capacity changes are needed at this intersection. The consultant should evaluate turning movements at this intersection, traffic control measures, intersection geometrics, and other such characteristics to determine if other alternative intersection treatments could be instituted to alleviate safety, delay, pedestrian and queueing concerns at 27th Street S.

This section of 25th Street S is predominantly residential in nature, providing a main thoroughfare to commercial/retail areas in the community. There is a wide variety of housing types in this segment, including affordable single-family, low density single-family, twin-home/townhome, as well as high density residential complexes. With the predominant residential character of this segment of 25th Street, there are a number of public and institutional uses including multiple churches, a public elementary school, and a private middle and high school that are along this segment. The City of Fargo would like this study to forward its goal of right-sizing infrastructure based upon future functionality, corridor context, and other such factors. It is important that the consultant seek to balance the needs of vehicular transportation with those of other modes of transportation. The analysis must also consider corridor context and the desired character of both the local community as well as the larger metro region.

Due to the corridor being comprised of mostly residential land uses, the Fargo Go2030 Comprehensive Plan designated this segment as Active Living Street. Active living streets will have infrastructure to support pedestrians, experienced cyclists, recreational cyclists, transit, and automobiles. A network of active living streets will enable Fargo residents to walk or bike to their destinations safely and comfortably.

Currently, between 32nd Ave S and 52nd Ave S, a multi-use path exists along the west side of the corridor and a sidewalk exists along the east side of the corridor. South of 52nd Avenue, a multi-use path exists on both sides of 25th Street S, providing access to public and institutional land uses as well as the regional trail network. There are only a few crossing points to traverse across the roadway to get to the many parks, schools, and churches located in this area. Both sides of the roadway are lined with street trees, which create a welcoming environment for biking and walking. These trees are established,

but have not grown to the extent of the older trees seen in the older areas of Fargo.

As it is currently configured, 25th Street S is a four-lane undivided roadway between 32nd Ave S and 52nd Ave S. Except for major intersections with other arterial roadways, there are no turn lanes. There are a few traffic signals along the corridor, but mainly side-street stop control is utilized at access points. For most of the corridor there is a fair amount of right of way. However, the structure over Drain 53 is a pinch point. Between 52nd Ave S and Prairie Grove Ave S, the corridor is constructed as a four-lane roadway, but is striped as one northbound lane, one two-way left turn lane, and two southbound lanes. South of Prairie Grove Ave S, the outer southbound lane is dropped, and the roadway continues south as a three-lane corridor to the roundabout at 58th Ave S. South of 58th Ave S, the roadway continues as a three-lane roadway with on-street bike lanes. The roundabouts at 58th Ave S and 64th Ave S are aesthetic assets to the corridor with mature trees and attractive landscaping.

III PROJECT OBJECTIVE

The objective of this effort is to address transportation needs on this segment of 25th Street in order to identify existing and future needs for the corridor, some of which may be incorporated into the City's short-term pavement improvement project between 32nd Ave S and Rose Creek. The City of Fargo would like to further its community vision that has permeated recent planning efforts stemming from the Go2030 Plan.

This study should strike a balance between the need to move traffic between residential areas and employment/commercial areas throughout the region and the Go2030 goal of creating an Active Living transportation corridor along 25th Street S that serves all modes of traffic and enhances the neighborhood character of this part of Fargo.

IV SCOPE OF WORK AND PERFORMANCE TASKS

Outlined below is a draft scope of work that outlines anticipated project tasks. Metro COG has included the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development.

This outline is not necessarily all-inclusive. The Consultant may include in the proposal any additional performance tasks or may modify the tasks listed below provided the intent of the project is addressed. Special emphasis should be placed on the use of innovative techniques and approaches that will lead to successful completion of the project.

Task 1 – Project Management and Coordination

The Consultant will be required to manage the study and coordinate with any subconsultants, as well as bear responsibility for all documentation and equipment needs. The Consultant will identify a project lead from their team to act as the direct

point of contact for Metro COG's project manager.

The Consultant should expect biweekly progress meetings with Metro COG; a summary of the meetings shall be prepared by the Consultant and provided to the Metro COG Project Manager. The Consultant should expect other meetings with Metro COG on an as-needed basis. These meetings with Metro COG can occur via phone, video conference, or in-person.

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

- Performed work during the reporting period
- Upcoming tasks
- Upcoming milestones
- Status of scope and schedule
- Any issues to be aware of

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

Task 2 – Purpose and Need Statement

The consultant will develop a purpose and need statement that identifies transportation issues along the 25th Street S corridor. This statement should summarize each of the issues to be addressed within the planning study as the basis for identifying and evaluating alternatives.

Task 3 - Data Collection and Existing Conditions

The Consultant shall identify information and data needed to accomplish all facets of the planning effort; will gather and evaluate information and data already available; and will collect or develop any additional information required to accomplish the work tasks. Metro COG and its local jurisdictions will aid in these efforts by providing relevant datasets where they exist. Any other non-existing datasets necessary to accomplish the goals of the analysis will be the responsibility of the Consultant. Existing conditions data should include the following (but not limited to):

- Traffic Control – The consultant will inventory all traffic control measures and where they are utilized. This should include all pedestrian infrastructure such as countdown timers, crosswalks, etc.
- Right of Way – the consultant will document existing right of way as well as infrastructure and features within that right of way, such as: utilities, light standards, fire hydrants, trees, etc. This information is likely available from the City of Fargo.

- Bike/Ped Facilities – The consultant will inventory the bicycle and pedestrian network along and leading to this corridor. This should encompass any paths, side-paths, sidewalks, etc. This information can be provided by Metro COG, but the consultant should plan to identify any segments of bicycle lanes, multi-use paths or sidewalks that are in poor condition.
- Roadway Characteristics and Pavement Condition – The consultant should document the existing cross section, roadway geometrics, lane widths, striping, and any other such roadway characteristic including intersections and access points. This should also include enumerating limiting factors/barriers that may affect corridor alternatives. Pavement condition of various segments of the corridor shall also be documented.
- Land Use Context – The consultant should document the context surrounding the corridor and how that transitions from one area to another. This is particularly relevant as there are numerous public and institutional uses along the corridor. Infill sites that will have immediate, significant impact to existing corridor intersections upon development should also be identified.
- Existing Traffic Volumes and Evaluation of Existing Traffic Conditions – Average Daily Traffic (ADT) volumes and AM and PM peak hour turning movement volumes should be collected for all relevant roadway segments and intersections along 25th Street S as well as for the intersection of 52nd Ave S and 27th Street S. Daily and peak hour traffic conditions shall be evaluated, with the identification of peak hour level of service (LOS), duration of peak conditions, and identification of delay experienced by particular intersection movements that may not be reflected in the overall LOS.
- Crash data – Crash data for vehicular, pedestrian and bicycle traffic shall be gathered and used to prepare a safety review of the corridor.

In addition, the consultant should review, evaluate, and document all relevant information and data along the corridor, including but not limited to the following:

- Adopted comprehensive plan, community plans, transportation studies, land use information, zoning districts, and other development standards and regulations
- Adopted Metropolitan Transportation Plan and associated data
- Current Metro COG Transportation Model
- Aerial photos, major street network classifications, sign inventories, traffic signal data, GIS/CADD property and right-of-way maps, funding data, etc.
- Geometrics, typical roadway sections, and pavement conditions

- Travel speeds, ADA ramp locations, transit ridership, existing and future transit route information
- U.S. Census Bureau data
- Building permits, utility records, and lighting
- Socioeconomic data and projections as applicable to the corridor
- GIS data/shapefiles, as available from the City of Fargo, Metro COG, and other sources

Task 4 – Community Engagement and Approval Process

This project should engage the general public, stakeholders, and residents who live along the corridor at critical steps throughout the project. Metro COG would like the consultant to develop a public engagement strategy detailing how it would engage with members of the community. This strategy should include a process by which it will engage the public, gather issues the public has with the corridor, evaluate those issues, and integrate comments into the development of corridor alternatives.

Metro COG would like to employ a strategy that both utilizes virtual and in-person meetings. Each public engagement strategy throughout the process should integrate a virtual engagement opportunity. Metro COG is favorable toward innovative approaches to public engagement that increase the level of active participation.

Because of the residential nature of this corridor, it would be beneficial to reach out those that live along the corridor directly. The consultant should take this into consideration when developing their public engagement approach. The consultant should also take stakeholder engagement into consideration as there are a number of churches, businesses, and schools along the corridor.

Approval Process – All Metro COG’s projects undergo a lengthy approval process, which is comprised of multiple presentations to various bodies. The first step is to gain approval through the City of Fargo. Their approval process is as follows:

- Presentation to Public Works Project Evaluation Committee (PWPEC)
- Brownbag Presentation to Planning Commission and City Commission
- Resolution of Approval by City Commission

After that process is concluded, the project must then go through Metro COG’s approval process which is as follows:

- Presentation to Transit Technical Committee

- Presentation to Policy Board

The consultant should budget time to prepare materials for posting on Metro COG's website, which will be amended to include a project webpage. In addition, the consultant should budget time to prepare the content of public notices, press releases, social media content, and postcard types of mailers (if used) to inform the public about public engagement and input opportunities. For this project, Metro COG will cover the cost of publication of public notices and printing and mailing of notices to the adjacent neighborhoods.

Task 5 – Corridor Needs and Vision

The Consultant shall work with the SRC and the public in reviewing the community's vision for this segment of 25th Street S as identified in Go2030. This should take the context and functionality of the roadway into consideration in analyzing "trade-offs" in infrastructure alternatives. This analysis should take the residential and institutional (e.g. schools, churches, medical facilities) context of the corridor into consideration .

The consultant should also coordinate with ongoing planning efforts, such as the Fargo Transportation Plan, to create a synergy between the documents and to forward the goals of these efforts. The consultant should review previous City of Fargo and Metro COG plans to inform the alternative development process and the needs of this corridor in particular. Metro COG and the City of Fargo will provide these plans to the consultant.

The consultant should develop a screening methodology for the implementation of corridor alternatives, such as turn lanes, roadway reconfiguration, and the like versus the vision of the corridor as gathered through public engagement as well as listed in other plans such as Fargo's Go2030 Plan.

This vision should incorporate access management, transit accessibility, bike/ped movements, and the general character of the roadway's context juxtaposed against the surrounding land uses.

Task 6 – Future Conditions

The consultant will work with Metro COG and the City of Fargo to review the year 2045 traffic projections for 25th Street S, major intersections, and selected intersecting roadways. Traffic projections will be subject to review and concurrence by the City of Fargo and Metro COG staff and include a traffic analysis with a no-build option.

The consultant's examination of future conditions should help determine future capacities, identify locations with future potential for capacity, and note safety deficiencies, along with planning level cost estimates for correcting those deficiencies. The consultant should also examine community impacts resulting from an increase in traffic flow. The consultant will be responsible for ensuring the Study Review Committee (SRC) is fully informed and in agreement with the future traffic projections and future conditions that will be used in Task 7.

The consultant will also need to analyze intersection traffic control treatments utilized along the corridor. It should evaluate existing and future signal warrants in its analysis.

Task 7 – Alternatives Analysis and Development.

The consultant will provide a thorough analysis of level of service impacts for 25th Street S and intersecting roadways. This analysis will help in the development of roadway section alternatives, intersection alignments and configurations, lane adjustments, intersection control evaluation, pedestrian crossings, non-motorized traffic accommodations, and intersection control. The alternatives analysis and development should include efforts to incorporate Complete Streets improvements along the corridor and be guided by the vision and goals of Go2030. The consultant will be responsible for ensuring the SRC is fully informed and in agreement with methodology and assumptions used in the alternatives analysis.

Task 8 – Recommendations and Draft Report

Based on identified issues and strategies for consideration, alternatives will be identified for the 25th Street S corridor. These include, at minimum, at a no build alternative and at least two build alternatives for the study area. Each build alternative may include a number of sub-alternatives to satisfy both the purpose and need for the study.

The following should be included for the development and analysis of the alternatives:

- Description of no-build alternative
- Description of proposed build alternatives and sub-alternatives
- Analysis and review of all alternatives which include the following (as applicable):
 - a) Recommended roadway sections to meet future capacity needs
 - b) Geometric improvements/typical sections
 - c) Intersection control
 - d) Safety improvements
 - e) Access management strategies
 - f) ADA/bicycle/pedestrian connectivity
 - g) Transit operations
 - h) Right-of-way and utility impacts

- j) ITS/traffic operations analysis
 - k) Lighting enhancements
 - l) Streetscaping
 - m) Planning level discussion of drainage and stormwater needs
 - n) Conformity with approved transportation studies and other community planning efforts
- Summary of estimated planning level costs for all build alternatives and sub-alternatives

Each alternative should include a matrix of impacts and be prepared in a manner in which the public can graphically see what is being proposed and its impact on the corridor. The Consultant shall provide a draft report for review by the SRC and the public. The draft report should be easy to understand by the public while providing useful information for local decision-makers. Tables, maps, and graphics are encouraged to make the report informative and attractive to users.

The report shall include an appendix. All meeting summaries, public engagement details, and technical analysis shall be included in the appendix of the report.

Task 9 - Final Report

Once comments on the draft report have been received and addressed, the Consultant shall assemble the final report and executive summary. The final report shall be in PDF format. The consultant will also be required to deliver five (5) printed and bound copies of the final report.

V IMPLEMENTATION SCHEDULE

1) Consultant Selection

Advertise for Consultant Proposals	11/24/2021
Due Date for Proposal Submittals (by 4:30pm)	12/22/2021
Review Proposals/Identify Finalists	12/23/2021 – 1/7/2022
Interview Finalists	between 1/10/2021 – 1/12/2022
Metro COG Board Approval/Consultant Notice	1/20/2022
Contract Negotiations	1/21/2022 – 1/28/2022
Signed Contract	Immediately after contract negotiations
Notice to Proceed	One day following a signed contract

VI EVALUATION AND SELECTION PROCESS

Selection Committee. The Client will establish a selection committee to select a Consultant. The committee will likely consist of a portion of the members from the Metropolitan Bicycle & Pedestrian Committee, which represents local jurisdictions, health organizations, the public, and more.

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

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

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

A Consultant will be selected on **January 20th, 2022** based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by the Metro COG Policy Board.

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

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

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

VII PROPOSAL CONTENT

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

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

- 1) **Contact Information.** Name, telephone number, email address, mailing address and other contact information for the Consultant's Project Manager.
- 2) **Introduction and Executive Summary.** This section shall document the Consultant name, business address (including telephone, FAX, email address(es)), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.
- 3) **Work Plan and Project Methodology.** Proposals shall include the following, at minimum:
 - a) A detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP;
 - b) A timeline for completion of the requested services, including all public participation opportunities and stakeholder meetings, identifying milestones for development of the project and completion of individual tasks.
 - c) List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
 - d) List of the proposed principal(s) who will be responsible for the work, proposed Project Manager and project team members (with resumes).
 - e) A breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described below in Section VIII. General Proposal Requirements.
 - f) A list of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned.
 - g) List of client references for similar projects described within the RFP.
 - h) Documented approach for considering Disadvantaged Business Enterprise (DBE) as part of the project.
 - i) Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.
- 4) **Signature.** Proposals shall be signed by an authorized member of the firm/project team.
- 5) **Attachments.** Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:

Exhibit A – Cost Proposal Form (Sealed)

Exhibit B – Federal Clauses

VIII SUBMITTAL INFORMATION

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

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

Proposals shall be received by **4:30 pm (Central Time) on Wednesday December 22, 2021**. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit one (1) Adobe Acrobat (.pdf) copy of the proposal. The full length of each proposal should not exceed fifteen (15) double sided pages for a total of thirty (30) pages; including any supporting material, charts or tables.

IX GENERAL RFP REQUIREMENTS

- 1) Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name; inclusive of a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly “not to exceed” amount and shall follow the general format as provided within Exhibit A of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the Consultant identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified Consultant. This process will continue until a satisfactory contract has been negotiated.
- 2) Consultant Annual Audit Information for Indirect Cost.** Consulting firms proposing to do work for Metro COG must have a current audit rate no older than 15 months from the close of the firm’s Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for

work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This documentation should be attached with the sealed cost proposal.**

- 3) **Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his or her ability to perform or finance this work.
- 4) **Disadvantaged Business Enterprise (DBE).** Pursuant to Department of Transportation policy and 49 CFR Part 23, Metro COG supports the participation of DBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall document their efforts in considering DBE businesses in this project. If the Consultant is a DBE, a statement indicating that the business is certified DBE in North Dakota or Minnesota shall be included within the proposal. If the Consultant intends to utilize a DBE to complete a portion of this work, a statement of the Subconsultant's certification shall be included. The percent of the total proposed cost to be completed by the DBE shall be shown within the proposal.
- 5) **US DOT Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants are advised to review and consider the *US DOT Policy Statement on Bicycle and Pedestrian Accommodation* issued in March of 2010 when developing written proposals.
- 6) **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of Consultants. Copies of the Manual may be found on the Metro COG website www.fmmetrocog.org or the NDDOT website at www.dot.nd.gov.

X CONTRACTUAL INFORMATION

- 1) The Client reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. The Client will not pay for any information contained in proposals obtained from participating firms.
- 2) The Client reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.

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

XI PAYMENTS

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

XII FEDERAL AND STATE FUNDS

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

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

XIII TITLE VI ASSURANCES

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

- 1) **Compliance with Regulations.** The Consultant shall comply with the regulations

relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).

- 2) **Nondiscrimination.** The Consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.
- 4) **Information and Reports.** The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro COG or the North Dakota Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to Metro COG, or the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions as outlined herein, the Client and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration / Federal Transit Administration may determine to be appropriate, including but not limited to:
 - 6) Withholding of payments to the Consultant under the contract until the Consultant complies; or
 - 7) Cancellation, termination, or suspension of the contract, in whole or in part.
- 8) **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 or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation by a Subconsultant or supplier as a result of such direction, the Consultant may request Metro COG enter into such litigation to protect the interests of Metro COG; and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

XIV TERMINATION PROVISIONS

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

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

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

XV LIMITATION ON CONSULTANT

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

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

XVI CONFLICT OF INTEREST

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

XVII INSURANCE

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

XVIII RISK MANAGEMENT

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

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

1. Commercial general liability and automobile liability insurance - minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
2. Workforce Safety insurance meeting all statutory limits.
3. The Client and the State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
4. Said endorsements shall contain a "Waiver of Subrogation" in favor of the Client and the state of North Dakota.

5. The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Client and the State Risk Management Department.

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

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

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

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

Exhibit A – Cost Proposal Form

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

REQUIRED BUDGET FORMAT

Summary of Estimated Project Cost

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

Exhibit B – Federal Clauses

Federal Clauses

Equal Employment Opportunity Clause – 41 CFR 60-1.4(a) and 2 CFR Part 200 Appendix II (C)

41 CFR 60-1.4(a)

- (a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):during the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the secretary of labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the secretary of labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the united states to enter into such litigation to protect the interests of the United States.

2 CFR Part 200 Appendix II (C)

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Sanctions and Penalties for Breach of Contract – 2 CFR Part 200 Appendix II (A)

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Termination for Cause and Convenience – 2 CFR Part 200 Appendix II (B)

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Rights to Inventions Made Under a Contract or Agreement – 2 CFR Part 200 Appendix II (F)

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Debarment and Suspension - 2 CFR Part 200 Appendix II (I)

- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment - 2 CFR Part 200 Appendix II (J)

- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.