

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

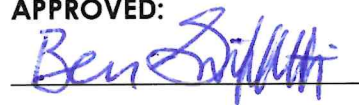
REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2027-236

***2027 Fargo-Moorhead Metropolitan
Bicycle & Pedestrian Plan***

September, 2026

APPROVED:



**Ben Griffith
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:

Fargo-Moorhead Metropolitan Bicycle & Pedestrian Plan

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified candidates may be invited to present an oral interview. Upon completion of technical ranking and oral interviews, Metro COG will enter into negotiations with the top ranked firm. **Sealed cost proposals shall be submitted with the RFP.** The cost proposal of the top-ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all submittals. This project will be funded, in part with federal transportation funds and has a not-to-exceed budget of **\$200,000 (\$155,000 allocated for 2027 and \$45,000 allocated for 2028).**

Interested firms can request a full copy of the RFP by telephoning 701.532.5100, or by e-mail: metrococg@fmmetrococg.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.fmmetrococg.org.

All applicants must be prequalified with the North Dakota Department of Transportation (NDDOT). If not prequalified with the NDDOT, applicants will be required to submit a completed Standard Form 330 (Exhibit D) with their submittal of information.

All proposals received by **4:30 p.m. (Central Time) on Wednesday October 21, 2026** at the Metro COG office will be given equal consideration. Respondents must submit one (1) PDF of the proposal, and one (1) sealed hard copy of the cost proposal. The full length of each proposal shall not exceed thirty-five (35) pages; including any supporting material, charts, or tables.

Hard copies of technical and/or cost proposals shall be shipped to ensure timely delivery to the contact defined below:

Dan Farnsworth
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102
farnsworth@fmmetrococg.org
701-532-5106

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

Note: The document can be made available in alternative formats for persons with disabilities by contacting the contact above.

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Note: Throughout this RFP 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 issues of a regional nature. Metro COG represents twelve cities and two counties that comprise the Metro COG region in these efforts.

II PROJECT BACKGROUND AND OBJECTIVE

The Fargo-Moorhead Metropolitan Area has a rich history of bicycle & pedestrian planning with known bicycle & pedestrian plans dating back to 1975. The F-M Metro Area also has a history of jurisdictional collaboration on bicycle and pedestrian efforts with the Metropolitan Bicycle & Pedestrian Committee meeting 133 times since its inception.

The Fargo-Moorhead Metropolitan Area has been designated three times by The League of American Bicyclists as a Bronze-level Bicycle Friendly Community. The F-M Metro Area continues to grow and connect both the bicycle and pedestrian infrastructure networks. Shared use paths continue to provide connections, bike lanes and wide paved shoulders provide many of the area's on-street bikeway options, and sidewalks accompany the vast majority of the urban roadways.

Metro COG and its partnering agencies seek to continue to improve upon past planning efforts to make a safe, connected, and welcoming bicycle and pedestrian experience for all users.

Every five years Metro COG develops a new Fargo-Moorhead Metropolitan Bicycle & Pedestrian Plan. This plan takes a comprehensive look at the F-M Metro Area's bicycle & pedestrian networks, seeks input from the public and local jurisdictions, and provides recommendations and guidance to meet the needs of the community and improve the bicycle & pedestrian environment for all users. This plan will incorporate 'The Six E's' of bicycle & pedestrian planning – Education, Encouragement, Evaluation & Planning, Engineering, Enforcement, and Equity.

The last Fargo-Moorhead Metropolitan Bicycle & Pedestrian Plan was completed in 2022. Metro COG is seeking a qualified Consultant to develop a new and updated plan. Goals

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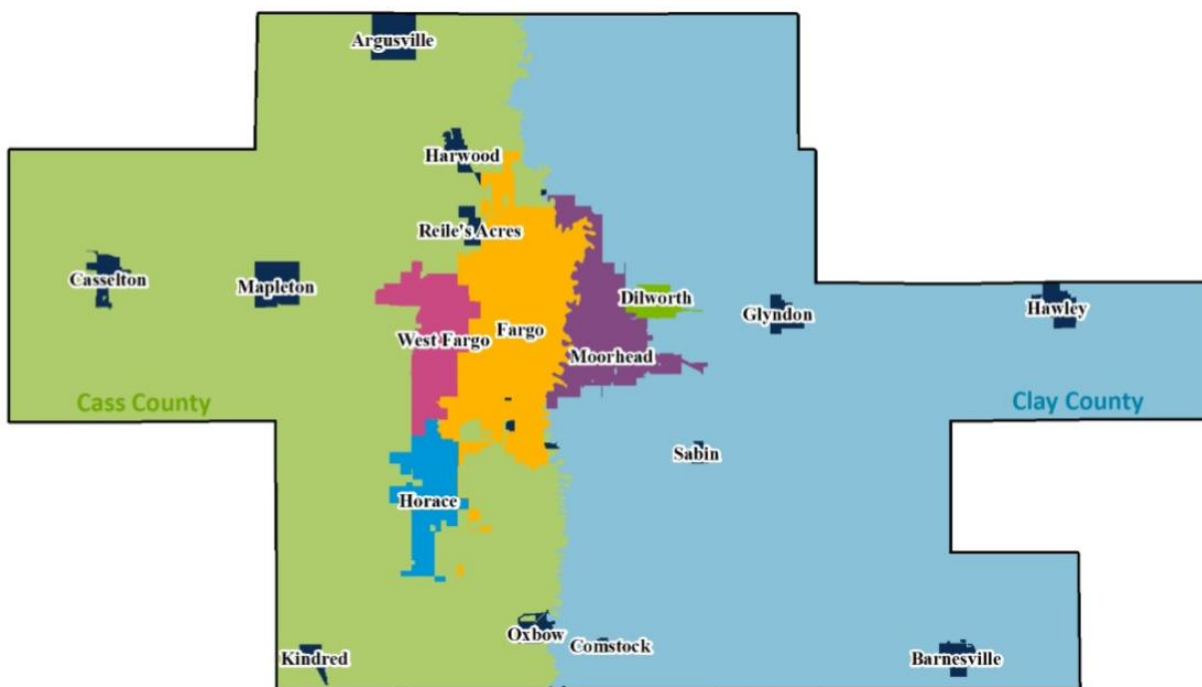
for the plan include but are not limited to: understanding the bicycle/pedestrian needs based on existing conditions, various analysis, and public engagement, and develop recommendations to make the community more safe and accessible for both pedestrians and bicycle users. The study area for the plan will include the entirety of Metro COG's planning area as shown in Figure 1.

Metro COG is seeking a Consultant who can provide feasible solutions to the bicycle and pedestrian needs of the Fargo-Moorhead Area.

For reference past Fargo-Moorhead Bicycle and Pedestrian Plans can be found on Metro COG's website at the following link:

www.fmmetrocog.org/resources/planning/bicycle-pedestrian-planning

Figure 1 – Metro COG Planning Area (MPA)



III SCOPE OF WORK AND PERFORMANCE TASKS

Outlined below is the scope of work that will guide development of the 2027 Fargo-Moorhead Metropolitan Bicycle & Pedestrian Plan. 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.

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

Task 1 – Project Management

This task involves activities required to manage the project including staff, equipment and documentation. It also includes the preparation of monthly progress reports, documenting travel and expense receipts, and preparing and submitting invoices for reimbursement. In addition, this task includes progress meetings with Metro COG. It should be assumed that progress meetings will occur at least monthly and as needed in between.

The Consultant will assign a single person to serve through the life of the contract as Consultant Project Manager ("PM"). The PM must be the person identified in the selected firm's proposal and may not be changed without prior written approval of Metro COG. The PM is responsible for overall project management necessary to ensure the satisfactory completion of the 2027 Fargo-Moorhead Metropolitan Bicycle & Pedestrian Plan, on-time and on-budget, in accordance with the scope of services. The PM will serve as a single point of contact and will be expected to ensure the consultant team is properly managed, adequate resources are available, submittals are timely, quality control processes are utilized for maximum benefit, and invoices are paid in a timely fashion.

The PM will submit monthly invoices with documentation acceptable to Metro COG within 30 business days following the end of each month throughout the life of the contract. Invoices must include the monthly progress report, a breakout of activities by task, employee hours for those tasks, and any supportive documentation for expenses. Metro COG reviews and processes all invoices for payment that are received prior to its Policy Board (3rd Thursday of each month). Any invoice received after the Wednesday before Policy Board meetings will not be processed until the next Policy Board meeting.

\$155,000 is budgeted in 2027 and \$45,000 is budgeted in 2028. The Consultant cannot exceed \$155,000 in 2027 and cannot exceed \$45,000 in 2028. No remaining 2027 funding can be carried into 2028. The Consultant shall schedule work tasks accordingly so that budgets are met within their respective years. It's acceptable if work needs to pause in late-2027 when the 2027 budget is expended.

Task 2 – Data Collection and Existing Conditions

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

- Demographics & Travel Trends – The Consultant should provide a summary of the existing local demographics, local mode-split, and local travel trends.

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- Crash analysis – Metro COG can coordinate with the Consultant and local agencies to obtain bicycle & pedestrian crash data. At a minimum this data should contain crash information for the past five years.
- Bicycle network – Metro COG has shapefiles which show the existing bicycle network which include: shared use paths, bike lanes, wide paved shoulders, etc.
- Sidewalk network – Metro COG has shapefiles which show the most up-to-date sidewalk network.
- Bicycle & pedestrian count data – Metro COG has a program which counts bicycle and pedestrian traffic on a regular basis. This data can be provided to the Consultant as part of the existing conditions and analysis.
- Local ordinances – The Consultant should research existing local ordinances as they relate to bicycle and pedestrian modes. These can range from sidewalk construction ordinances to bicycle rules of the road ordinances.

Task 3 – Study Review Committee

Development of the Plan will be guided by a Study Review Committee (SRC), which will provide oversight and input into the development of the Plan. The SRC will likely consist of all members of the Metropolitan Bicycle & Pedestrian Committee and will meet on a regular basis throughout the planning process.

The Consultant should propose the quantity, timing, and content of these meetings. The Consultant will be responsible for coordinating, scheduling, and developing agendas for the SRC meetings. This should be done in coordination with Metro COG's project manager. The Consultant will be expected to distribute materials to the SRC in a timely manner, no less than three business days prior to the meetings. The Consultant is also responsible for the recording of meeting minutes, which should be submitted to Metro COG's Project Manager and will serve as documentation of the SRC's guidance and decisions.

Task 4 – Public Involvement

Public involvement opportunities will be held to obtain input from the community. It is important that public input be gathered from all facets of the Fargo-Moorhead Metropolitan community including but not limited to: all geographical areas, individuals of all ages, genders, races, and income levels. It will be also important to gather input from individuals with disabilities. This plan should not only be shaped by bicycle or pedestrian advocates, but by the Fargo-Moorhead Metropolitan community as a whole. Extra effort may be necessary to gather input from populations who are not typically represented in bicycle & pedestrian planning efforts.

Public Involvement shall be in accordance with Metro COG's Public Participation Plan and online materials shall meet the Web Content Accessibility Guidelines (WCAG) Version 2.1 Level AA. The Consultant should propose engagement methods they think

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

At a minimum, public involvement should include:

- a) Website and Social Media – Metro COG will host a project website for this study and will display social media posts on Metro COG's Facebook page. Metro COG will work with the Consultant in obtaining materials to display on the project website and Facebook.
- b) Public Input Meetings – The Consultant should propose an approach to public input meetings during the course of the Plan. These meetings can include traditional public meetings, public open houses, pop-up meetings (input at an existing event / where the public is gathered), or others. Meetings should be in-person, however online engagement is also necessary.

The Consultant will be responsible for providing advertising materials including PDF flyers, media release write-up, and an advertisement for the public notice to be published in the newspaper. All public notice costs will be the responsibility of the Consultant and should be accounted for as part of the project budget.

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

- c) Online Engagement – Online engagement is an important component to Metro COG's public involvement efforts. Using the project page hosted on Metro COG's website, online engagement should entail the same information and engagement opportunities as provided at the in-person engagement events.

Online engagement should, at a minimum, include an online survey, online comment map, and project notification sign-up. The Consultant should propose an approach to conducting this Plan's online engagement.

Task 5 - Needs, Vision, and Goals

The Consultant shall work with the SRC and the public in identifying the community's bicycle & pedestrian needs. The Consultant shall then develop a vision and set of goals for meeting the needs. The vision and goals should include 'The Six E's' of bicycle & pedestrian planning – Education, Encouragement, Evaluation & Planning, Engineering, Enforcement, and Equity.

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

- West Fargo Safe Routes to School Plan (adoption in early-2027)
- Moorhead Safe Routes to School Plan (2025)
- D-G-F Safe Routes to School Plan (2023)
- 2022 Fargo-Moorhead Metropolitan Bicycle & Pedestrian Plan
- Minnesota Statewide Pedestrian System Plan (2021)
- FM Greenway Recreation Master Plan (2020)
- Fargo Safe Routes to School Plan (2020)
- Fargo-Moorhead Metro Bikeways Gap Analysis (2019)
- ND Moves – Statewide Active and Public Transportation Plan (2019)
- Minnesota Statewide Bicycle System Plan (2016)
- Local comprehensive plans

Task 6 - Recommendations

Based on the needs, vision, and goals as identified in Task 5, the Consultant shall provide a list of recommendations. The recommendations should span 'The Six E's' of bicycle & pedestrian planning and should be vetted by the SRC. The recommendations should be comprehensive and implementable.

Task 7 - Implementation

Per the recommendations outlined in Task 6, an implementation plan shall be developed by the Consultant as a blueprint to meet the needs and achieve the vision and goals. The implementation plan should include prioritization of policies and projects as well as proposed timeframes. The Consultant should also provide a list of funding sources, including applicable grants.

A list of bicycle/pedestrian-related infrastructure projects shall be developed with associated cost estimates and recommended timeframes. Timeframes shall extend as far as year 2055.

Task 8 – Draft Document

Upon completion of the previous tasks, the Consultant shall provide a draft document for review by the SRC and the public. The document shall include the resulting efforts of Tasks 2 through 7.

The draft document 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 document informative and attractive to users. The document shall include an appendix which should contain all meeting summaries, public engagement details, and technical analysis.

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The body of the document should have approximately the same amount of content and level of specificity as the 2016 Fargo-Moorhead Metropolitan Bicycle and Pedestrian Plan. Recommendations within the document should be specific and quantitative.

Task 8 – Final Document

Once comments on the draft document have been received and addressed, the Consultant shall assemble the final document. The final document shall be in PDF format and shall meet the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA.

Task 9 – Adoption Process

As part of the study's adoption process, presentations will be made to local boards and committees. The Consultant should budget for up to four presentations of the final study to local boards and committees.

Task 10 – Data Deliverables

Data collected and GIS files developed as part of this Plan shall be provided to Metro COG upon completion of the Plan. Of key importance to Metro COG and Metro COG's local jurisdictions would be GIS file(s) showing recommended bicycle/pedestrian network improvements.

IV Task 7 - IMPLEMENTATION SCHEDULE

1) Consultant Selection

Advertise for Consultant Proposals	approximately 9/21/2026
Deadline for RFP Clarifications/Questions	10/6/2026
Metro COG Response to RFP Clarifications/Questions	10/8/2026
Due Date for Proposal Submittals (by 4:30pm)	10/21/2026
Review Proposals/Identify Finalists	10/22/2026 – 10/30/2026
Interview Finalists	11/2/2026 – 11/9/2026
Metro COG Board Approval/Consultant Notice	11/19/2026
Consultant Negotiations & Contract Development	11/20/2026 – 12/4/2026
NDDOT Review of Contract	12/7/2026 – 12/14/2026
Finalize & Sign Contract	approximately 12/15/2026
QBS Submittal & Approval (between NDDOT & Metro COG)	1 to 4 weeks

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Notice to Proceed*

Immediately after QBS Approval

***Notice to Proceed shall not be issued until the consultant has provided all materials required for contracting, including, but not limited to, the Proposed Sub-Consultant Request form (SFN 60232 (9-2016) and Prime Consultant Request to Sublet form (SFN 60233 (9-2019) form, if applicable, and the Qualifications Based Selection documentation has been fully compiled by Metro COG and submitted to and approved by the North Dakota Department of Transportation.**

2) Project Schedule

Project kick-off January, 2027

Plan development January – December, 2027

Once \$155,000 has been expended in 2027, work must be paused.

Beginning January 1, 2028, \$45,000 will be available to complete project. 2027 funds will no longer be available after December 31, 2027.

Development of draft document January, 2028

Review of draft document February, 2028

Final document complete March, 2028

Presentations to committees and boards March – May, 2028

All invoices for project to be received by Metro COG June, 2028

V EVALUATION AND SELECTION PROCESS.

Selection Committee. Metro COG will establish a multijurisdictional selection committee to select a Consultant. The committee will consist of Metro COG staff, local jurisdiction staff, and possibly others.

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

- 20% - Understanding of study objectives and local/regional issues
- 20% - Proposed approach, work plan, and management techniques
- 20% - Experience with similar projects
- 20% - Expertise of the technical and professional staff assigned to the project

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- 20% - Current workload and ability to meet deadlines

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 information for the evaluation process. The oral 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 November 19th, 2026 based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by the Metro COG Policy Board.

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

VI 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 Metro COG, in conformity with the requirements of the RFP.

The proposal should demonstrate qualifications of the firm and its staff to undertake this project. It should also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Work and Performance Tasks.

At minimum, proposals shall include the following information:

- 1) **Contact Information.** Name, telephone number, email address, mailing address and other contact information for the Consultant's Project Manager.
- 2) **Introduction and Executive Summary.** This section shall document the Consultant name, business address (including telephone, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.

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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 firms, 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) Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.

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

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

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

Exhibit B – Federal Clauses

VII SUBMITTAL INFORMATION

A PDF of the proposal may be emailed or delivered by USB. Sealed cost proposals shall be submitted as a hard copy. Hard copies of the sealed cost proposals may either be

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hand delivered or shipped to ensure timely delivery to the project manager as defined below:

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

All proposals received by 4:30 p.m. on Wednesday, October 21, 2026 at Metro COG's office will be given equal consideration. Respondents must submit one (1) PDF copy of the proposal. The full length of each proposal should not exceed thirty-five (35) pages; including any supporting material, charts, or tables.

The consultant may ask for clarifications of the content within the RFP by contacting the Metro COG project manager identified above. The project manager will attempt to answer reasonable questions regarding the project purpose and intent providing that they are submitted in a timely manner.

VIII 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. The sealed cost proposal is required to include the following documentation:

- a. Documentation from the ND Secretary of State detailing the prime consultant is in good standing and is licensed to do business in the State of North Dakota**
- b. Documentation that the prime consultant is registered with the ND Board of Registration**
- c. Documentation showing registration with the federal System for Award Management (SAM.gov) that the prime consultant has not been suspended, debarred, voluntarily excluded, or deterred ineligible**

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- 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 firms Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This documentation should be attached with the sealed cost proposal. The submitted Indirect Rate MUST match the Indirect Rate on all invoicing.**
- 3) **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** See Exhibit B, Federal Clauses regarding Debarment of Suspension and Restriction on Lobbying.
- 4) **Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his or her ability to perform or finance this work.
- 5) **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. This Manual may be found on the NDDOT website at <https://www.dot.nd.gov/sites/www/files/documents/construction-and-planning/Consultant-Admin-Services-Procedures.pdf>.

IX 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 will not pay for any information contained in proposals obtained from participating firms.
- 2) Metro COG reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
- 3) Any proposal may be withdrawn up until the proposal submission deadline. Any

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proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by the Metro COG Policy Board.

- 4) If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations agreed to, Metro COG shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- 5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by Metro COG and shall contain, as a minimum, applicable provisions of the 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.
- 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.
- 7) **The Consultant agrees to not start any work on the project until the Qualifications Based Selection requirements have been satisfied and approved by the NDDOT, and Metro COG has provided the consultant with a notice to proceed.**

X PAYMENTS

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

XI 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.

XII 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

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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, Metro COG and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration / Federal Transit Administration may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies; or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6) **Incorporation of Title VI Provisions.** The Consultant shall include the provisions of

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Section XII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The 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.

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. Consultant shall deliver all records, equipment and materials to Metro COG within 24 hours of the date of termination.

XIV LIMITATION ON CONSULTANT

All reports and pertinent data or materials are the sole property of Metro COG and its state and federal planning partners 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, 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 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 Consultant shall provide evidence of insurance as stated in the contract prior to execution of the contract.

XVII RISK MANAGEMENT

The Consultant agrees to defend, indemnify, and hold harmless Metro COG and the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of Metro COG and the State or its agents, but not against claims based on Metro COG's and the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Consultant to Metro COG and the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for Metro COG and the State is necessary. Consultant also agrees to defend, indemnify, and hold Metro COG and the State harmless for all costs, expenses and attorneys' fees incurred if Metro COG or the State prevails in an action against 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 \$500,000 per person and \$2,000,000 per occurrence.
2. Workforce Safety insurance meeting all statutory limits.
3. Metro COG and the State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.

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4. Said endorsements shall contain a "Waiver of Subrogation" in favor of Metro COG and the state of North Dakota.
5. The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to 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 Metro COG prior to commencement of this agreement.

Metro COG and the State reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under 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, Metro COG and the State as a result of work undertaken by the Subconsultant. In addition, the Consultant shall ensure that any and all parties performing work under the Agreement are covered by public liability insurance as outlined above. All Subconsultants performing work under the Agreement are required to maintain the same scope of insurance required of the Consultant. The Consultant shall be held responsible for ensuring compliance with those requirements by all Subconsultants.

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

Request for Proposals (RFP)

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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

COMPLIANCE REVIEW NOTE:

The federal contract provisions contained in this document were reviewed for compliance with applicable regulations as of November 6, 2025. While every effort has been made to ensure alignment with current federal requirements, users are advised that regulatory changes may occur. This document reflects the standards in effect at the time of review and does not constitute a commitment to update contract provisions retroactively unless required by law or funding agency directive.

BUY AMERICA REQUIREMENTS

23 CFR 635.410

- (a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.
- (b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:
 - (1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.
 - (2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.
 - (3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.
 - (4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.
- (c) (1) A State may request a waiver of the provisions of this section if;

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- (i) The application of those provisions would be inconsistent with the public interest; or
 - (ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.
- (2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.
- (3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.
- (4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.
- (5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.
- (6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.
- (7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.
- (d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE 41 CFR 60-1.4(b) 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:

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- (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 actions 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.

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- (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.*

* * * * *

- (c) *Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.*
- (d) *Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.*
- (e) *Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.*
- (f) *Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.*

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."

USDOT DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

49 CFR 26

- (a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- (b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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 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

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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.