

**FARGO-MOORHEAD  
METROPOLITAN COUNCIL OF GOVERNMENTS**

**REQUEST FOR PROPOSALS (RFP)**

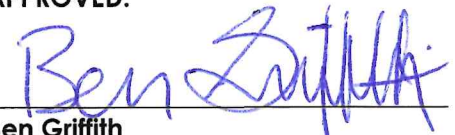
**PROJECT NO. 2026-234**

***Metro COG Regional  
Freight Plan***

*for the Fargo-Moorhead Metropolitan Area*

*December 2025*

**APPROVED:**



**Ben Griffith  
Metro COG, Executive Director**

## **REQUEST FOR PROPOSALS (RFP)**

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

### **Metro COG Regional Freight Plan**

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified consultant teams will be invited to interview in-person, virtually, or in a hybrid format. Upon completion of technical ranking and 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 **\$175,000**.

Interested firms can request a full copy of the RFP by telephoning 701.532.5100, or by email: [metrocof@fmmetrocog.org](mailto:metrocof@fmmetrocog.org). Copies will be posted on the North Dakota Department of Transportation website (<https://www.dot.nd.gov>) and will also be available for download in PDF format at [www.fmmetrocog.org](http://www.fmmetrocog.org). All applicants must be prequalified with the North Dakota Department of Transportation (NDDOT). If not prequalified with the NDDOT, applicants will be required to submit a completed Standard Form 330 with their submittal of information.

All proposals received by **4:30 p.m. (Central Time) on Thursday, January 29, 2026** at Metro COG's 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 the proposal should not exceed thirty (30) pages; including any supporting material, charts, or tables.

A PDF of the proposal may be emailed or delivered by USB. Hard copies of sealed cost proposals shall be delivered to the contact below:

Adam Altenburg, AICP  
Fargo-Moorhead Metropolitan Council of Governments  
One 2<sup>nd</sup> Street North, Suite 232  
Fargo, ND 58102-4807  
[altenburg@fmmetrocog.org](mailto:altenburg@fmmetrocog.org)  
701.532.5105

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

**Note:** This RFP can be made available in alternative formats for persons with disabilities by contacting the contact above.

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## **I. Agency Overview**

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

Metro COG is responsible, in cooperation with the North Dakota and Minnesota Departments of Transportation (NDDOT and MnDOT, respectively) and local planning partners, for carrying out the metropolitan transportation planning process and other planning issues of a regional nature. Metro COG represents 12 cities and portions of two counties that comprise the Metro COG region in these efforts.

## **II. Purpose of Request**

Metro COG is seeking proposals from qualified consultants to provide professional services in developing a regional freight plan for the Fargo-Moorhead Metropolitan Statistical Area (MSA), which encompasses Cass County, North Dakota, and Clay County, Minnesota.

The successful responder must demonstrate significant freight operational planning expertise, a strong knowledge of federal, state, and regional requirements, and technical economic development and land use strategic planning capabilities for the preparation of a strategic regional freight plan. The expected deliverable for this project is a comprehensive regional plan that provides project partners (public and private) with a series of short-term and long-term strategies and guidance for strategic processes and policies to guide future investments to facilitate the mobility of truck and rail freight movements within and through the Fargo-Moorhead MSA.

## **III. Project Background and Objective**

In 2016, Metro COG undertook its first regional freight plan to better understand and inform regional leaders about transportation service and infrastructure needs in the Fargo-Moorhead MSA. This plan examined freight infrastructure and freight service demands across all modes in the regional transportation network. It also provided an assessment of how goods move to, from, and within the Fargo-Moorhead MSA, and included infrastructure, policy, and operational improvements to support freight-dependent industries and regional economic growth. Eight years after the completion of this plan, Metro COG is looking at an update to its initial freight planning efforts.

The new Metro COG Regional Freight Plan will address a number of logistical, infrastructure, land use, and economic impact issues that have been created due to the area's significant population and industry growth over the past two decades. These include:

- Assessing the current state of air, truck, and rail freight system operations and identifying ways to effectively prioritize and address future freight congestion issues, key regional bottlenecks (if any), infrastructure deficiencies, potential technologies to increase flow and safety, and land use requirements and policies;
- Identifying links that connect mobility of air, truck, and rail freight modalities to regional economic development goals and addressing key opportunities, gaps, and barriers to improve and promote economic development and job growth within the region's logistics and manufacturing industries as it relates to transportation and/or transportation planning; and
- Aligning recommendations and action steps for regional partners based on the Infrastructure Investment and Jobs Act (IIJA), NDDOT, and MnDOT requirements, including qualitative performance measurement strategies that are responsive to federal and state freight mobility and efficiency goals.

A significant amount of analysis work is expected to be undertaken as part of this process, along with the identification of best practices from other regions around the country with similar logistic, economic, and land use attributes and environments. The selected consultant team will play an important role in aligning previous freight planning efforts in order to prepare a comprehensive regional freight plan that is consistent with regional goals and objectives.

The regional freight plan must take into account projected future growth of the Fargo-Moorhead MSA, key economic variables that are driving regional freight land use, job growth, and workforce development scenarios, and all applicable IIJA requirements and statewide freight and multimodal plans for performance measurement strategies and freight sector investments. The regional freight plan must include a set of strategies to guide state, regional, and local agencies in the implementation of freight plan findings and recommendations in both the short-term (1-5 years) and long-term (6-20 years).

The final outcome of the regional freight plan will be a set of strategic recommendations and guidance that outlines decision-making processes and targeted regional actions and policies for priority investments within both urban and rural environments in the Fargo-Moorhead MSA. Further, the regional freight plan must be in conformance with IIJA recommendations and guidelines, and planned in accordance with statewide freight planning efforts in both North Dakota and Minnesota.

#### **IV. Scope of Work and Performance Tasks**

Metro COG is seeking a consultant that can not only provide the typical qualifications necessary in the development of the freight plan but also can provide pro-activeness, vision, innovation, and collaboration in guiding project partners and stakeholders (public and private) in the development of future regional freight (primarily truck and rail) processes, policies and investments.

Outlined below is the scope of work that will guide development of the Metro COG Regional Freight Plan. Metro COG has included the following scope of work to provide interested consultants with insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development.

This outline is not necessarily all-inclusive, and the consultant may include in the proposal any additional performance tasks that will integrate innovative approaches to successfully complete the plan. At a minimum, the consultant shall be expected to develop analyses, strategies, policies, and/or deliverables for the following tasks:

**Task 1: Project Structure and Work Plan.** Building on the scope of work presented in their proposal, and incorporating any relevant changes made during contract negotiations, the consultant will prepare a detailed work plan and achievable timeline for the project anticipated to be completed by December 2026. The work plan will outline the overall approach, as well as specific actions and activities that will occur during the project and how these will result in a successful conclusion to the project.

**Task 2: Project Management and Coordination.** The consultant will be required to manage the project and coordinate with any subconsultants, as well as all project activities preparation and coordination of all data collection, data analysis, technical memorandum, and draft documents for the SRC. Metro COG shall be responsible for coordinating and scheduling SRC meetings and assisting the consultant in developing agendas. The consultant will be expected to work closely with Metro COG on coordination and distribution of materials as applicable to consultant work tasks, as well as responsible for the recording of meeting minutes. The consultant should also plan on weekly to biweekly updates between the consultant project manager and the Metro COG project manager.

This task also includes the preparation of monthly progress reports, documenting travel and expense receipts, and preparing and submitting invoices. When submitting progress reports, the consultant will be expected to outline the following subjects:

- Performed work;
- Upcoming tasks;
- Upcoming milestones;
- Status of scope and schedule; and
- Any issues to be aware of.

Development of the Metro COG Regional Freight Plan will be guided by a Study Review Committee (SRC), which will provide oversight and input into the development of study processes, policies and investments. The consultant should expect three meetings with the SRC. The SRC is scheduled to be comprised of area freight representatives and planning or engineering staff from each of Metro COG's seven primary jurisdictions: Fargo, West Fargo, Horace, and Cass County, ND; and Moorhead, Dilworth, and Clay County, MN.

**Task 3: Stakeholder and Public Engagement Program.** In compliance with Metro COG's adopted Public Participation Plan (PPP), the consultant will develop and implement a detailed stakeholder and public engagement program that seeks to gain authentic and meaningful public input from key stakeholders and community members. At minimum, the stakeholder and public engagement program should address the following:

- Identification of stakeholders;
- Engagement strategies and activities, tied back to reaching all identified stakeholder groups, including those difficult to reach;
- Timeline for engagement activities and desired type of stakeholder feedback at project checkpoints or milestones;
- Communication methods for sharing information; and
- Strategy for effective and consistent messaging across platforms and messengers.

The consultant will work with Metro COG to identify and contact relevant freight stakeholders for all transportation modes and incorporate their input into the regional freight plan. Activities may include personal interviews and/or small group discussions with representative groups of freight forwarders and brokers, third party logistics organizations, motor carriers, and others. Stakeholder input will be used to create a narrative description that will supplement analyses and other tasks described in this RFP. Stakeholder input will also be sought at each step throughout this planning process.

Metro COG will create a project webpage to keep stakeholders and community members informed of report activities and outcomes. This webpage will be located on Metro COG's website, and the consultant will work with Metro COG to provide information for the project webpage.

The consultant is encouraged to utilize creative methods, opportunities, and activities when collaborating, engaging, and informing stakeholders. The consultant is also encouraged to review [Promising Practices for Meaningful Public Involvement in Transportation Decision-Making](#) for additional insights.

**Task 4: Analysis of Existing Conditions for Truck, Air, and Rail Freight Mobility.** The consultant will develop a thorough analysis of current conditions and operations related to truck, air, and rail freight commodity flows within and through the Fargo-Moorhead MSA. The consultant team should provide a detailed description of the process they propose for conducting the analyses, including national, regional, or state data sources, or other information that will be used to thoroughly develop the existing conditions assessment. A detailed economic impact analysis of regional truck, air, and rail freight activity for the Fargo-Moorhead MSA is the key deliverable for this task.

**Task 5: Gap Analysis and Policy/Process Review.** The consultant will conduct a gap analysis that analyzes and evaluates existing and planned freight-related land uses, including facilities and infrastructure, with the Fargo-Moorhead MSA. Recommendations and findings from the analysis should be integrated into preferred growth scenarios developed under Metro COG's demographic forecasts or local comprehensive and other regionally focused plans. Metro COG will be developing updated socioeconomic and demographic forecasts for the Fargo-Moorhead metropolitan area concurrently with the Regional Freight Plan so coordination to the extent possible between these two studies is ideal. The expected outcome of the gap analysis is a GIS-based map identifying areas and facilities within the Fargo-Moorhead MSA that are critical to ensuring future efficient freight flows and mobility.

The consultant will also conduct a local and regional review of policies and processes that may impact the efficient delivery of goods in both the short and long term. Tools and strategies that assist regional policymakers and agencies in the development of freight land use policies and regulations consistent with future preferred growth and economic development scenarios should be included. In addition, federal and state regulations that may impact or affect proposed local development policy and process changes should be identified.

**Task 6: Freight Mobility Peer Review.** A peer review of four to six similarly sized regional areas will be conducted to compare freight mobility best practices in industry and government with the Fargo-Moorhead MSA. This deliverable should identify best practices in the areas of modal technology trends and applications utilized by the private sector to improve freight movement and increase efficiencies, land use, and regulatory and planning practices. For comparative purposes, the review should include regions with similar attributes to the Fargo-Moorhead MSA and focus on practices to attract industry, improve commodity flows, and provide regional economic benefits. Applicable industry technological



improvements in safety, security, and/or Intelligent Transportation Systems (ITS) should also be identified, as well as opportunities for public/private partnerships and initiatives within the Fargo-Moorhead MSA based on study findings.

**Task 7: Regional Freight Performance Measures.** Building off performance measures developed in Metro COG's previous freight plan and objectives and prioritization metrics developed in the 2050 Fargo-Moorhead Metropolitan Transportation Plan (MTP), the consultant will develop a targeted, quantitative set of regional freight performance measures and metrics. Based on information collected and analyzed from previous tasks, the consultant will identify processes and assignments that regional partners can undertake to ensure that freight performance data is responsive to both federal/state requirements for freight performance and regional economic development goals.

**Task 8: Prioritized List of Regional Needs.** A critical deliverable is a staged, prioritized list of freight mobility, infrastructure, process, and policy needs for use by Metro COG and area jurisdictions. A prioritized list of regional freight mobility needs is an expected outcome of this task. The list should include recommendations for policies and projects (transportation, infrastructure, safety improvements, etc.) for inclusion within Metro COG's Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP). Recommended needs should be identified as either short-term (1-5 years) or long-term (6-20 years) actions based on study findings, stakeholder inputs, and regional assessments.

**Task 9: Administrative Draft and Final Report.** The consultant will prepare an administrative draft of the regional freight plan for review and comment by the SRC. This draft is to be provided as an electronic PDF to SRC members. Comments received from the SRC will be incorporated in the final report.

Upon final review and consent by the SRC, the consultant will develop a final report that is visually appealing, easy for policymakers and stakeholders to understand, and clearly communicates recommendations and strategies. The report should be able to be used both digitally and in hard copy format. Specifically, the consultant should develop a final report that:

- Is clearly organized and communicates a clear message both graphically and with accompanying text;
- Is easy to read and understand; and
- Explains key implications as they relate to regional priorities to improve truck, air, and rail freight needs.

The consultant will provide Metro COG with appropriate correspondence for final review and approval of the regional freight plan by Metro COG's TTC and Policy Board. Metro COG will be responsible for presenting and achieving final recommendations and approval of the report.

**Task 10: Executive Summary/Fact Sheet.** Upon completion of the regional freight plan, the consultant will develop a brief executive summary or fact sheet in PDF format which relays all pertinent information in an easy-to-follow format. The summary should be concise and highly graphic, highlighting major analyses, recommendations, and strategies.

**Task 11: Deliverables.** Upon final completion, the consultant will be responsible for providing a reproducible original of the study in PDF format. All meeting summaries and technical analyses should be included in the appendix of the study. The consultant is expected to provide Metro COG with all data and study products.

**NOTE:** If the consultant wishes to modify or include additional tasks deemed necessary to successfully complete the study, this must be agreed to by Metro COG prior to issuing the notice to proceed.

**V. Implementation Schedule**

**1) Consultant Selection.**

Advertise for Consultant Proposals	approximately 12/22/2025
Deadline for RFP Clarifications/Questions	1/12/2026
Metro COG Response to RFP Clarifications/Questions	1/13/2026
Due Date for Proposal Submittals (by 4:30 p.m.)	1/29/2026
Review Proposals/Interview Finalists	(week of) 2/2/2026
Metro COG Board Approval/Consultant Notice	2/19/2026
Contract Negotiations/Signed Contract	(week of) 2/23/2026
QBS Submittal & Approval (between NDDOT & Metro COG)	(week of) 2/23/2026
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) and Prime Consultant Request to Sublet form (SFN 60233) 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 Development (Major Milestones).**

Project Start-Up/Mobilization	approximately 3/2/2026
Draft Report Completion	September 2026
Final Report Completion	October 2026
Report Adoption	December 2026
Final Invoices Received	No later than 1/29/2027

## **VI. Evaluation and Selection Process**

**Selection Committee.** Metro COG will establish a selection committee to select a consultant. The selection committee will consist of Metro COG and members of Metro COG's Transportation Technical Committee (TTC).

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

- 20% The consultant's related experience with similar projects, including the consultant's ability, familiarity, and involvement in handling similar types of activities
- 20% Specific qualifications of the consultant's project manager and key staff's experience related to the development of similar studies
- 20% The consultant's understanding of the project scope and knowledge of local/regional issues related to the study
- 20% The consultant's proposed project approach, methodology, and project management techniques
- 20% The consultant's current workload, availability of key personnel, and record of past performance

The selection committee will entertain formal in-person or virtual presentations for the top candidates to provide additional input into the evaluation process. Oral presentations will be followed by a question-and-answer period during which the selection committee may question the prospective consultants about their proposed approaches.

A consultant will be selected on February 19, 2026 based on an evaluation of the proposals submitted, the recommendation of the selection committee, and approval by Metro COG's Policy Board. Metro COG reserves the right to reject any or all proposals or to waive minor irregularities in said proposal, and reserves the right to negotiate minor deviations to the proposal with the successful consultant. Metro COG reserves the right to award a contract to the 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.

## **VII. Proposal Content and Format**

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

At minimum, proposals shall include the following information:

- 1) **Contact Information.** Name, telephone number, email address, mailing address, and other contact information for the consultant's project manager.
- 2) **Introduction and Executive Summary.** This section shall document the firm name, business address (including telephone, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major features that may differentiate this proposal from others, if any.
- 3) **Work Plan and Project Approach Methodology.** Proposals shall include the following, at minimum:
  - a) 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 outreach 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 in Section IX: General RFP 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; and
  - 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 (submit as sealed hard copy)  
Exhibit B – Required Federal Contract Provisions (for review purposes only)

### **VIII. Submittal Information**

A PDF of the proposal may be emailed or delivered by USB. Sealed cost proposals shall be submitted as hard copies. Hard copies of the sealed cost proposals may either be hand delivered or shipped to ensure timely delivery to the project manager as defined below:

Adam Altenburg, AICP  
Fargo-Moorhead Metropolitan Council of Governments  
One 2<sup>nd</sup> Street North, Suite 232  
Fargo, ND 58102-4807  
[altenburg@fmmetrocog.org](mailto:altenburg@fmmetrocog.org)  
701.532.5105

All proposals received by **4:30 p.m. on Thursday, January 29, 2026** 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 (30) pages; including any supporting material, charts, or tables.

The consultant may ask for clarifications of the RFP by submitting written questions to the Metro COG project manager identified above. Questions regarding this RFP must be submitted no later than January 12, 2026. Metro COG reserves the right to decline a response to any question if, in Metro COG's assessment, the information cannot be obtained and shared with all potential firms in a timely manner. All questions and responses will be forwarded to applicants and posted on Metro COG's website on January 13, 2026.

## **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. 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; and
  - 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
- 2) **Consultant Annual Audit Information for Indirect Cost.** Consulting firms proposing to do work for Metro COG must have a current audit rate no older than fifteen (15) months from the close of the firms Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This 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, Required Federal Contract Provisions 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) **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 relevant and currently applicable procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of consultants. Copies of the 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>.

#### **X. Contractual Information**

- 1) Metro COG reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. Metro COG shall not pay for any information contained in proposals obtained from participating firms.
- 2) Metro COG reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
- 3) 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 Metro COG's Policy Board.
- 4) If, through any cause, the consultant shall fail to fulfill in a timely and proper manner the obligations agreed to, Metro COG shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- 5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by Metro COG and shall contain, as a minimum, applicable provisions of the RFP. Metro COG reserves the right to reject any agreement that does not conform to the RFP and any Metro COG requirements for agreements and contracts.



- 6) The consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.
- 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.

#### **XI. Payments**

The selected consultant shall submit timely invoices to Metro COG within thirty (30) days of the invoice expense activity period. Payments shall be made to the consultant by Metro COG in accordance with the contract after all required services and tasks have been completed to the satisfaction of Metro COG.

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

- 1) **Compliance with Regulations.** The consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).
- 2) **Nondiscrimination.** The consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the consultant of the contractor's obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*.
- 4) **Information and Reports.** The consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro COG or NDDOT to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to Metro COG, or NDDOT, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the consultant's noncompliance with the nondiscrimination provisions as outlined herein, Metro COG shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:
  - a) Withholding of payments to the consultant under the contract until the consultant complies; and/or
  - b) Cancellation, termination, or suspensions of the contract, in part or in whole.
- 6) **Incorporation of Title VI Provisions.** The consultant shall include the provisions of Section XIII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as Metro COG, the U.S. Department of Transportation, or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the consultant may request Metro COG enter into such litigation to protect the interests of Metro COG; and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

\*\* The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 USC 324; age, 42 USC 6101; disability/handicap, 29 USC 790; and low income, EO 12898.

#### **XIV. Termination Provisions**

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

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

In the event of any termination, Metro COG shall pay the agreed rate only for services delivered up to the date of termination. Metro COG has no obligation to the consultant, of any kind, after the date of termination. The consultant shall deliver all records, equipment, and materials to Metro COG within twenty-four (24) hours of the date of termination.

#### **XV. Limitation on Consultant**

All reports and pertinent data or materials are the sole property of Metro COG and may not be used, reproduced, or released in any form without the explicit, written permission of Metro COG.

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

#### **XVI. Conflict of Interest**

No consultant, subcontractor, or member of any firm proposed to be employed in the preparation of this proposal shall have a past, ongoing, or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During the term of this agreement, the consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with Metro COG or in any way compromise the services to be performed

under this agreement. The consultant shall immediately notify Metro COG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

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

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

- 1) Commercial general liability and automobile liability insurance - minimum limits of liability required are \$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.
- 4) Said endorsements shall contain a "Waiver of Subrogation" in favor of Metro COG and the State of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to Metro COG and the State Risk Management Department.

The consultant shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, 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 the State of North Dakota. Any insurance, self-insurance or self-retention maintained by Metro COG or the State shall be excess of the consultant's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured consultant shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured consultant from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the consultant. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. Metro COG and the State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the consultant in excess of the minimum requirements set forth above.

### Exhibit A – Cost Proposal Form

**Cost Proposal Form** – Include completed cost form (see below) in a separate sealed envelope – labeled “**Sealed Cost Form – Vendor Name**” and submit 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 contractor. Changes in the final contract amount and contract extensions are not anticipated.

### REQUIRED BUDGET FORMAT

Summary of Estimated Project Cost

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

**Exhibit B – Required Federal Contract Provisions**

## Required Federal Contract Provisions

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### 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.*

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### 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:
    - (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:

- (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.

- (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 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.