FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2017-001

Alternate Route Traffic Incident Management Guidebook

December, 2016

APPROVED:

William A. Christian
Metro COG, Executive Director
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I GENERAL INFORMATION

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

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

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

Alternate Route Traffic Incident Management Guidebook

All applicants meeting the deadline for submittal will receive consideration. Selection criteria will follow a qualifications-based review process to analyze proposals from responding consultants. The most qualified candidates may be invited to present an oral interview. Upon completion of technical ranking, oral interviews and possible discussion with candidate consultants, Metro COG will enter into negotiations with the top ranked firm.

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 (Attachment D) with their submittal of information.

All applicants meeting the deadline for submittal will receive equal consideration. Selection criteria will follow a qualifications-based review process to analyze proposals from responding Consultants. The most qualified candidates will be invited to present an oral interview. Upon completion of technical ranking, oral interviews and possible discussion with candidate Consultants, Metro COG will enter into negotiations with the top ranked firm.

The Consultant will submit with their response to this RFP a sealed cost proposal. The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. The Client reserves the right to reject any or all cost proposals submitted.

This project will be funded, in part with federal transportation funds and has a not-to-exceed budget of $120,000 dollars. The North Dakota Department of Transportation will determine the eligibility of federal funds for the project. The proposed schedule for
the project is identified in section V of this RFP.

Interested firms can request a full copy of the RFP by telephoning 701.232.3242, or by e-mail: metro cog@fmmetro cog.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.fmmetro cog.org.

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

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

II PURPOSE OF REQUEST.

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) (referred herein as the Client) is requesting a technical proposal from consultant firms (referred herein as the Consultant) concerning their qualifications, experience and availability to perform specific tasks related to the development of an Alternate Route Traffic Incident Management Guidebook for the Fargo-Moorhead metropolitan area.

III PROJECT BACKGROUND AND OBJECTIVE.

Traffic crashes and other incidents on the freeway system can cause non-recurring congestion and resulting delay in the Fargo-Moorhead metropolitan area. This congestion presents spill over onto local arterial and residential streets. As the traffic in the Fargo-Moorhead area becomes heavier and additional roadways are constructed, the focus of incident management becomes more important. The primary goal during any traffic incident is public safety. Good institutional relationships and knowledge of the available resources and implemented policies are critical to handling a traffic situation safely and efficiently.

The Consultant selected on this RFP will develop a comprehensive Alternate Routes and Traffic Incident Management strategy for the freeway system, and potentially other facilities with a Federal Functional Classification (FFC) of Other Principal Arterial (OPA), within the Fargo-Moorhead metropolitan area. There are approximately 344 lane miles of Interstate and 247 lane miles of OPA in the Metro COG study area (Map 1). Metro COG is currently working to update the FFC for Cass County. There may be some changes to the mileage and facility classifications.

The purpose of this project is to improve the coordination of efforts among local stakeholders (e.g. law enforcement, fire, first responders, city public works, etc.) and the North Dakota and Minnesota Departments of Transportation to better respond to incidents in the Fargo-Moorhead metropolitan area. The TIM plan will be developed using local stakeholder input and concentrate on identifying alternative routes to the Interstate in times of excessive non-recurring and recurring congestion, improving
safety for the traveling public and first responders and on mitigating the effects of
planned and unplanned traffic incidents. As flooding is a common occurrence in the
region, efforts to mitigate the effects of congestion due to the effects of such flooding
should also be addressed. It is anticipated the use of existing and proposed ITS
deployments will provide stakeholder additional tools to assist in these efforts.

The ultimate goal is to develop a comprehensive, coordinated TIM plan for the
metropolitan area which identifies alternate routing options to respond to traffic
incidents and on that has a high level of ownership by local stakeholders. It is
imperative the TIM plan maximizes local stakeholder buy in and acceptance. In order
to accomplish this acceptance, the consultant will need to develop strong working
relationships with local stakeholders and maintain the appropriate levels of attendance
and stakeholder participation at the working group meetings.

IV SCOPE OF WORK AND PERFORMANCE TASKS.

This RFP provides for the tasks necessary to assist Metro COG and local stakeholders
in the development of a comprehensive, coordinated Traffic Management Plan for the
freeway system in the Fargo-Moorhead metropolitan area.

Outlined below is the scope of work that will guide development of the Alternate
Routes/Traffic Incident Management Plan for the Fargo-Moorhead Metropolitan
Area. The Client 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 shall be expected to establish detailed analysis,
recommendations and/or deliverables for the following tasks:

- Task 0 – Project management
- Task 1 – Project Development and Planning
- Task 2 – TIM Plan Development Process
- Task 3 – Complete TIP Plan
- Task 4 – Training

Task 0 – Project Management
This task involves activities required to manage the project including staff, equipment
and documentation. It also includes the preparation of progress reports, documenting
travel and expense receipts, and preparing and submitting invoices. It is imperative to
consider the public and keep it informed of the planning activities and outcomes using
strategy that includes use of the internet and social media. Maintaining a project
website or providing information to Metro COG for posting on its website will be
required. This task also includes monthly progress meeting with the Client, the
preparation of meeting agendas, and taking and reporting meeting minutes.

Task 1 – Project Development and Planning
This task involves activities required to research and develop a detailed plan for the traffic incident management planning effort. It is anticipated the Consultant will meet with local stakeholders and the North Dakota and Minnesota Departments of Transportation for input into the necessary steps for this planning effort. The output to this effort will be a detailed action plan for the development of the comprehensive, coordinated TIM plan, with emphasis on an alternate routes plan. This may include, and not be limited to:

- Identifying additional Fargo-Moorhead area incident management stakeholders;
- Identify incident management and ITS resources available;
- Identify and develop recommendations for overcoming agency institutional issues;
- Identify alternate routes which minimize conflicts (e.g. left turns, deficient bridges, height and width restrictions, railroad crossings, school zones, hospitals, etc.)
- Identify issues as would be presented by local or regional flooding;
- Identify and develop recommendations for implementing the incident management plan;
- Developing innovative and out-of-the-box recommendations for the TIM plan; and
- Determine capital and operational costs, including personnel equipment, training and other associated costs required to maintain an effective TIM program.

Task 2 – Alternate Routes/Traffic Incident Management Plan Development Process

This task involves all the activities required to obtain the necessary stakeholder input for the development of the comprehensive and coordinated TIM plan. It may include, and not be limited to:

- Setting up stakeholder / public input plan identifying meetings and workshops, as determined by the approved planning process;
- Sending out meeting invitations and other steps to assure the necessary stakeholder participation;
- Address all other necessary preparations for stakeholder/public meetings (e.g. arranging for meeting locations, preparing presentation materials, providing necessary presentation equipment and tools, etc.);
- Facilitate the discussion at stakeholder/public meetings;
- Document meeting progress and input and communicate that information with appropriate parties; and
- Perform the necessary steps between meetings, consistent with the approved action plan, so that progress is maintained for the accomplishment of the final TIM plan.

Task 3 – Complete Alternate Routes/Traffic Incident Management Plan

This task involves activities and resources required to develop the Drafts and Final Incident Management Plan, in both electronic and hard copy formats. The Draft and Final plans must identify a clear linkage between the Metro COG Long Range
Metro COG Alternate Routes/Traffic Incident Management Plan

Transportation Plan (LRTP) and long range transportation planning in general. The emphasis on this linkage is to emphasize the safety and security planning factors identified in current transportation legislation (FAST) and how this plan will support the LRTP. The consultant will produce a total of three (3) drafts of the TIM plan for review and input and a Final TIM for presentation and distribution to the stakeholders, Metro COG Transportation Technical Committee and the Metro COG Policy Board.

It is anticipated the consultant will produce the following Draft Alternate Routes/Traffic Incident Management Plan plans:
50% Plan – Organization and Format of the Alternate Routes/Traffic Incident Management Plan
85% Plan – Overall Alternate Routes/Traffic Incident Management Plan Content Review
95% Plan – Detailed Review of the Alternate Routes/Traffic Incident Management Plan

Task 4 – Incident Management Committee
Through the course of the development of the Alternate Routes/Traffic Incident Management Plan establish a standing Incident Management Committee structure and membership to implement the Alternate Routes/Traffic Incident Management Plan and future incident management activities in the Metro COG region.

Task 5 – Training
This task involves providing for training needs in any areas pertaining to traffic incident management activities identified either by the Consultant, local stakeholders or the North Dakota and Minnesota Departments of Transportation. It may be developed and conducted by the consultant or procured by the Consultant through other organizations, as approved by the Metro COG project manager.

V IMPLEMENTATION SCHEDULE.

1) Consultant Selection

Advertise for Consultant Proposals December 30, 2016
Due Date for Proposal Submittals (by 4:30pm) January 20, 2017
Review Proposals/Identify Finalists January 23 - 27, 2017
Interview Finalists/Contract Negotiations (week of) February 1, 2017
Metro COG Board Approval / Consultant Notice February 16, 2017
Contract Negotiations (week of) February 20, 2017
Notice to Proceed One day following a signed contract.

2) Project Development (Major Milestones)
- February/March 2017 - Begin Project Development and Planning.
November 2017 – Presentation of the Alternate Routes Incident Management Guidebook.

All invoices for the project are to be received by Metro COG by December 15, 2017.

VI EVALUATION AND SELECTION PROCESS.

Selection Committee. The Client has established a multijurisdictional, multidisciplinary selection committee to select a Consultant. The committee will consist of local government, state Departments of Transportation, Federal Highway Administration/Federal Transit Administration, public safety and other local stakeholder agencies.

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

- 10% - The firm’s past experience with similar types of activities
- 25% - Key staff’s experience related to the development of such plans
- 20% - Specific qualifications of the consultant’s Project Manager that will be on the project.
- 20% - Understanding of project scope and local / regional issues.
- 20% - Project approach.
- 5% - Current workload.

The selection committee, at the discretion of the Client and under the guidance of NDDOT policy, will entertain formal oral presentations for the top candidates to provide additional input into 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 or before February 20, 2017 based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by the Metro COG Policy Board.

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

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

All proposals, whether selected or rejected, shall become the property of the Client.
VII  PROPOSAL CONTENT.
The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the Consultant seeking to provide comprehensive services specified herein for the Client, in conformity with the requirements of the RFP. The proposal should demonstrate qualifications of the firm and its staff to undertake this project. It should also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Services.

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

1. **Contact Information.** Name, telephone number, email address, mailing address and other contact information for the consultant’s Project Manager.

2. **Introduction and Executive Summary.** This section shall document the Consultant name, business address (including telephone, FAX, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.

3. **Work Plan and Project Methodology.** Proposals shall include the following, at minimum:
   a. A detailed list of tasks and subtasks to be completed, including a description of how they will be completed. 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; a detailed approach for completing the plan and a summary of the proposed methodology to establish consensus on recommendations within the final product;
   b. Milestones for the development of the project and completion of individual tasks should be submitted with the proposal.
   c. A timeline for completion of the requested services, including all public participation opportunities and stakeholder meetings.
   d. List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
   e. List of the proposed principal(s) who will be responsible for the work, proposed Project Manager and project team members (with resumes).
   f. A breakout of time and budget for each member identified as a participant in the development of the project.
   g. 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.
   h. List of client references for similar projects described within the RFP.
   i. Required Disadvantaged Business Enterprise (DBE) Firms participation documentation, if applicable.
   j. Ability of firm to meet required time schedules.

4. **Signature.** Proposals shall be signed in ink 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 IX 1))  
Exhibit B – Debarment of Suspension Certification  
Exhibit C – Certification of Restriction on Lobbying  
Exhibit D - Standard Form 330 (if required – see page 4).

**VIII Submittal Information**

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

William Christian  
Executive Director  
Fargo-Moorhead Metropolitan Council of Governments  
Case Plaza, Suite 232  
One 2nd Street North  
Fargo, ND 58102-4807  
christian@fmmetrocog.org

All proposals received by **4:30pm on Friday, January 20, 2017** at the Metro COG office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit seven (7) hard copies and one Adobe Acrobat (.pdf) copy of the proposal. The full length of each proposal should not exceed twenty (20) double sided pages for a total of forty (40) 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 in above. Questions regarding this RFP must be submitted no later than Friday, January 13, 2017. No response will be given to verbal questions. The Client reserves the right to decline a response to any question if, in the Client’s assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the Client, will be provided on or about Wednesday January 18, 2017 to all Consultants that receive the RFP.

**IX GENERAL RFP REQUIREMENTS.**

1) **Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name; inclusive of a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly “not to exceed” amount and shall follow the general format as provided within Exhibit A of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the consultant identified
as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified consultant. This process will continue until a satisfactory contract has been negotiated.

2) **Consultant Annual Audit Information for Indirect Cost.** Consulting firms proposing to do work for Metro COG must have a current audit rate no older than 15 months from the close of the 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.**

3) **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** Respondents must attach signed copies of Exhibit B – Debarment of Suspension Certification and Exhibit C – Certification of Restriction on Lobbying within the sealed cost proposal, as well as Standard Form 330.

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) **Disadvantaged Business Enterprise.** Pursuant to Department of Transportation policy and 49 CFR Part 23, Metro COG supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota or Minnesota shall be included within the proposal. If the consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the subcontractor’s certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.
Contractual Information.

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

2) The Client reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.

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

4) If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations agreed to, the Client shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.

5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the Client and shall contain, as a minimum, applicable provisions of the Request for Proposals. The Client reserves the right to reject any agreement that does not conform to the Request for Proposal and any Metro COG requirements for agreements and contracts.

6) The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.
XI PAYMENTS
The selected Consultant will submit invoices for work completed to the Client. Payments will be made to the Consultant by the Client in accordance with the contract after all required services, and items identified in Task 0, have been completed to the satisfaction of the Client.

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

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

XIII TITLE VI ASSURANCES.

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

1) **Compliance with Regulations.** The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).

2) **Nondiscrimination.** The Contractor, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations to 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 Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by 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 Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor 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 Contractor’s noncompliance with the nondiscrimination provisions as outlined herein, the Client and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration / Federal Transit Administration may determine to be appropriate, including but not limited to:

   a) Withholding of payments to the Contractor under the contract until the Contractor complies; or
   
   b) Cancellation, termination, or suspension of the contract, in whole or in part.

**Incorporation of Title VI Provisions.** The Contractor shall include the provisions of Section 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 Contractor 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 Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request Metro COG enter into such litigation to protect the interests of Metro COG; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.


**XIV TERMINATION PROVISIONS.**

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

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

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

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

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

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

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

**XVIII RISK MANAGEMENT**
The Contractor agrees to defend, indemnify, and hold harmless the Client and the state
of North Dakota, its agencies, officers and employees (State), from and against claims
based on the vicarious liability of the Client and the State or its agents, but not against
claims based on the Client's and the State's contributory negligence, comparative
Metro COG Alternate Routes/Traffic Incident Management Plan

and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Consultant to the Client and the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Client and the State is necessary. Consultant also agrees to defend, indemnify, and hold the Client and the State harmless for all costs, expenses and attorneys’ fees incurred if the Client or the State prevails in an action against Consultant in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

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

1. Commercial general liability and automobile liability insurance - minimum limits of liability required are $250,000 per person and $1,000,000 per occurrence.

2. Workforce Safety insurance meeting all statutory limits.

3. The Client and the State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.

4. Said endorsements shall contain a "Waiver of Subrogation" in favor of the Client and the state of North Dakota.

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

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

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

When a portion of the work under the Agreement is sublet, the Consultant shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Consultant, the Client and the State as a result of work undertaken by the Subcontractor. 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 Subcontractors 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
Subcontractors.

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

**Exhibit A – Cost Proposal Form**

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

**REQUIRED BUDGET FORMAT**

**Summary of Estimated Project Cost**

<table>
<thead>
<tr>
<th>1. Direct Labor</th>
<th>Hours</th>
<th>x</th>
<th>Rate</th>
<th>=</th>
<th>Project Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name, Title, Function</td>
<td>0.00</td>
<td>x</td>
<td>0.00</td>
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<td>Subtotal</td>
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<td>2. Overhead/Indirect Cost (expressed as indirect rate x direct labor)</td>
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<td>Description</td>
<td>Amount 1</td>
<td>Amount 2</td>
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<td>3.</td>
<td>Subcontractor Costs</td>
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<td>4.</td>
<td>Materials and Supplies Costs</td>
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<td>5.</td>
<td>Travel Costs</td>
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<td>6.</td>
<td>Fixed Fee</td>
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<td>7.</td>
<td>Miscellaneous Costs</td>
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<tr>
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<td><strong>Total Cost</strong></td>
<td><strong>0.00</strong></td>
<td><strong>0.00</strong></td>
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Exhibit B - Debarment of Suspension Certification

Background and Applicability

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

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

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

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

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

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

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

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

Contractor

___________________________________________________________________

Signature of Authorized Official ______________________________

Date ___ / ____ / ____

Name & Title of Contractor’s Authorized Official

___________________________________________________________________
Exhibit C - Certification of Restriction on Lobbying

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

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Name of Bidder / Company Name
_______________________________________________________
Type or print name
____________________________________________________________________
Signature of authorized representative ______________________________________
Date ___ / ___ / ___
____________________________________________________________________
(Title of authorized official)
Request for Proposals (RFP)

Metro COG Alternate Routes/Traffic Incident Management Plan

Exhibit D - Standard Form 330