

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

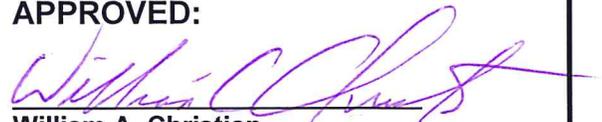
PROJECT NO.

2016-003

Regional Railroad Crossing Safety Study

July, 2016

APPROVED:



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

TABLE OF CONTENTS

I. Purpose of Request..... 4

II. Project Background and Objective 4

III. Scope of Work and Performance Tasks 5

IV. Implementation Schedule 7

V. Evaluation and Selection Process 7

VI. Proposal Content and Format 8

VII. General RFP Requirements 10

VIII. Contractual Information 11

IX. Title VI Assurances..... 13

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:

Regional Railroad Crossing Safety Study

All applicants must be prequalified with the North Dakota Department of Transportation. 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 \$150,000 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. All invoices for the project are to be received by Metro COG by October 31, 2017.

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

Regional Railroad Crossing Safety Study

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

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

II PURPOSE OF REQUEST.

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) (referred herein as the Client) is requesting a technical proposal from consultant engineering firms (referred herein as the Consultant) concerning their qualifications, experience and availability to perform specific tasks related to the development of a Regional Railroad Crossing Safety Study.

III PROJECT BACKGROUND AND OBJECTIVE.

The Metro COG region is served by four, (two Class I and two short-line) rail lines:

- Burlington Northern Santa Fe (BNSF);
- Canadian Pacific Railroad (CPR);
- Otter Valley Railroad (OVRN); and
- Red River Valley and Western Railroad (RRVW).

Vehicular and pedestrian traffic interaction takes place on over 200 crossings in the Metro COG region, of which 95% are at-grade. Minimizing the exposure at these crossings is important to the safety of the traveling public and the movement of freight through and within the Metro COG region.

Considerable work has been done in downtown Fargo and Moorhead to consolidate and close multiple at-grade crossings, deploy Intelligent Transportation Systems (ITS) and to install quiet zones. The purpose of this study is to evaluate other select crossings to determine the improvements necessary to provide better safety, develop a systematic method for selecting projects and provide estimated costs associated with the proposed improvements. The number of crossings to be evaluated will be contingent on the budget for the project.

The successful candidate will have experience in railroad crossing safety and measures to increase the safety of at-grade railroad crossings for private automobiles, freight movers, pedestrians and bicycles. This may include the analysis of installing railroad quiet zones. The successful candidate will also be aware of the inherent safety issues related to the types of commodities being shipped within and through the region and potential considerations related to railroad crossings. Assessments, recommendations and estimated cost for proposed improvements shall be reported for each selected at-grade crossing.

All data, basic sketches, charts, calculations, plans, specifications, and other documents created, or collected as part of this project shall be provided and become the exclusive

Regional Railroad Crossing Safety Study

property of Metro COG, its planning partners and oversight agencies.

The proposed plan will be developed to maintain consistency with the North Dakota and Minnesota Departments of Transportation Highway Safety Improvement Plans.

The prospective Consultant must describe how it plans to carry out the following major work tasks, providing information about the anticipated schedule and level of effort required to produce the requested deliverables.

IV SCOPE OF WORK AND PERFORMANCE TASKS.

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 – At-grade Crossing Review
- Task 2 – Hazard Index
- Task 3 – Trends and Issues
- Task 4 – Stakeholder Input and Public Involvement Process
- Task 5 – Study Recommendations and Cost Estimates

The Client will finalize the scope of work with the selected Consultant prior to contract.

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. At-grade Crossing Review

The Consultant will complete an inspection, assessment and provide recommendations for selected railroad at-grade crossings identified through consultation with the Study Review Committee (SRC), local governments and the general public. The review will include field inspections of each of the crossings to document existing signing, pavement marking, warning devices, and crossing and approach materials and condition. Actual sight distances, including quadrant sight distances and clearing sight distances, are to be measured. The required sight distances are to be calculated and

Regional Railroad Crossing Safety Study

documented. A history of crash and accident history is also requested along with vehicular travel time delays and effects on emergency services

The Consultant will be responsible in obtaining any and all necessary permits, fees, licenses and traffic control necessary for the proper execution and completion of this task.

Task 2. Hazard Index

The consultant will use a systematic method for identifying crossings that have the most need for safety and operational improvements. The method should enhance objectivity, be calculated with available data and updatable as new data becomes available. This “Hazard Index” will be applied to each of the selected crossings to provide a basis for prioritizing at-grade railroad crossing improvements for Metro COG short- and long-range planning efforts.

Information and data gathered from this task is expected to be used to provide a rational defense for specific recommendations for crossing improvements or upgrades, potential crossing closures and consolidation, or grade separation.

Task 3. Trends and Issues

The Consultant will identify trends and issues influencing potential safety issues of passenger and freight rail movements and their interaction with the traveling public and surface freight movement. This shall include, but not be limited to, population, employment, and industrial outlook. This should include an evaluation of specific commodities and goods shipped through the Metro COG region and the exposure such shipments has on safety. The Consultant should consider the existing and projected conditions and trends to identify unmet safety issues and recommend rail-related enhancements or efficiencies to support the safe and efficient movement of people and goods and the vitality of the economy within the Metro COG area.

Task 4. Stakeholder Input and Public Involvement Process

Public participation will be consistent with the Metro COG Public Participation Plan and all federal Title VI requirements.

The Consultant will develop a public involvement process which ensures coordination with the public, local municipalities, state Departments of Transportation and various stakeholders within the Metro COG region. Innovation and creativity is encouraged through the public participation process. This is particularly appropriate in methods of attracting public audiences, obtaining meaningful public input and the planning of jurisdictional and public meetings to minimize costs.

Task 5: Study Recommendations and Cost Estimates

The study shall include planning level recommendations on improving the safety of the selected crossings, as well as assessing the crossing’s impact on the safety of the traveling public and the quality of life of area residents. Recommendations should consider additional traffic control devices, geometric improvements, crossing

Regional Railroad Crossing Safety Study

improvements, crossing consolidations, Intelligent Transportation Systems deployments and other measures to increase the safety of at-grade crossings.

The Consultant will develop cost estimates to accomplish the recommendations for each at-grade crossing in current (2017) dollars. The economic costs of the recommendations should also be investigated. Additionally, the Consultant will identify potential funding sources which may be used to accomplish the recommended improvements.

V IMPLEMENTATION SCHEDULE.

1) Consultant Selection

Advertise for Consultant Proposals	July, 2016
Due Date for Proposal Submittals (by 4:30pm)	August 19, 2016
Review Proposals/Identify Finalists	August/September, 2016
Interview Finalists/Contract Negotiations	August/September, 2016
Metro COG Board Approval and Contract Execution	September, 2016
Contract Negotiations	September/October, 2016
Notice to Proceed	One day following a signed contract.

2) Project Development (Major Milestones)

- October, 2016 - Begin Project Development and Planning
- June, 2017 – Final Draft Comprehensive Plan
- July/August 2017 – Review by Study Review Committee and oversight agencies
- September, 2017 – Presentation of the Metro COG Policy Board.
- October 31, 2017 – All invoices to be submitted to Metro COG for payment.

VI EVALUATION AND SELECTION PROCESS.

Selection Committee. Metro COG has established a selection committee to select a consultant. This committee will serve as the Project Review Committee for the project.

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

- 15% - The firm's past experience with similar types of activities
- 15% - 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.
- 25% - Understanding of project scope and local / regional issues.
- 20% - Project approach.
- 5% - Current workload.

The selection committee, at the discretion of Metro COG and under the guidance of NDDOT policy, will entertain formal oral presentations for the top candidates to provide additional input into the evaluation process. 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 September 15, 2016 based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by the Client.

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. The Client is not responsible for any expenses incurred by a respondent for preparing a response to this RFP, or any activities conducted prior to contract award. 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 firms 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 qualified Consultants 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 firm name, business address (including telephone, FAX, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major 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

Regional Railroad Crossing Safety Study

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

Exhibit B – Debarment of Suspension Certification

Exhibit C – Certification of Restriction on Lobbying

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** August 19, 2016 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

Regional Railroad Crossing Safety Study

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 above. Questions regarding this RFP must be submitted no later than August 5, 2016. No response will be given to verbal questions. Metro COG reserves the right to decline a response to any question if, in Metro COG's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by Metro COG, will be provided on the Metro COG website – www.fmmetrocog.org.

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. The Client 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 the Client 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 the Client must have a current audit rate no older than 15 months from the close of the firm's Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview.
- 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.

Regional Railroad Crossing Safety Study

- 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.

- 6) **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.

- 7) **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of consultants. Copies of the Manual may be found on the Metro COG website www.fmmetrocog.org or the NDDOT website at www.dot.nd.gov.

X CONTRACTUAL INFORMATION.

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

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

Regional Railroad Crossing Safety Study

- 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 Client – whichever comes first.
- 4) If, through any cause, the firm 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 Metro COG 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 firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of The Client.
- 7) Metro COG relies upon the Contractor to provide services in accordance with a contract and the performance standards set for each work assignment. The Contractor agrees that time is of the essence, and that contractual commitments shall be met.

XI PAYMENTS

The selected consultant will submit invoices for work completed to Metro COG. Payments will be made to the consultant by Metro COG in accordance with the contract after all required services, and items identified in Task 0, 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 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and cost eligibility/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, Metro COG and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a) Withholding of payments to the 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.

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

XIV TERMINATION PROVISIONS.

The Client reserves the right to cancel any contract for cause upon written notice to the 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 Metro COG.

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 may

Regional Railroad Crossing Safety Study

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

Metro COG reserves the right at any time to preclude offering a work assignment to a Contractor should a real, apparent or potential conflict of interests exists as determined by the Client. No consultant, subcontractor or member of any firm proposed to be employed in the preparation of this proposal shall not have a past, ongoing or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During the term of this Agreement, the consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with Metro COG or in any way compromise the services to be performed under this agreement. The consultant shall immediately notify the Client of any and all potential violations of this paragraph upon becoming aware of the potential violation.

XVII INSURANCE

The successful firm or individual shall provide evidence of insurance as stated in the contract prior to execution of the contract.

*Regional Railroad Crossing Safety Study***Exhibit A – Cost Proposal Form**

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

REQUIRED BUDGET FORMAT
Summary of Estimated Project Cost

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

Exhibit B - Debarment of Suspension Certification

Background and Applicability

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

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

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

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

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

Suspension and Debarment

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

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

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

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

Contractor

Signature of Authorized Official _____

Date ___ / ___ / ___

Name & Title of Contractor's Authorized Official

Regional Railroad Crossing Safety Study

Exhibit C - Certification of Restriction on Lobbying

I, _____ hereby certify on
(Name and Title of Grantee Official)

behalf of _____ that:
(Name of Bidder / Company Name)

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

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

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

Name of Bidder / Company Name

Type or print name

Signature of authorized representative _____

Date ___ / ___ / ___

(Title of authorized official)