

FARGO-MOORHEAD  
METROPOLITAN COUNCIL OF GOVERNMENTS

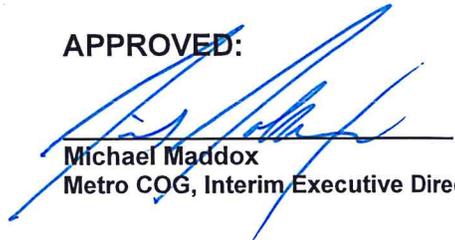
REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2018-005

*Cass County Road 18 Extension Study  
(CR 17 to CR 15)*

*February, 2018*

APPROVED:



Michael Maddox  
Metro COG, Interim Executive Director

## REQUEST FOR PROPOSALS (RFP)

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

### **Cass County Road 18 Extension Study (CR 17 to CR 15)**

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified candidates may be invited to present an oral interview. Upon completion of technical ranking and oral interviews, Metro COG will enter into negotiations with the top ranked firm. **Sealed cost proposals shall be submitted with the RFP.** The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all submittals. This project will be funded, in part with federal transportation funds and has a not-to-exceed budget of **\$125,000**.

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

All proposals received by **4:30 p.m. (Central Time) on Friday March 23, 2018** at the Metro COG office will be given equal consideration. Respondents must submit six (6) copies of the proposal. The full length of each proposal shall not exceed fifteen (15) double sided pages for a total of thirty (30) pages; including any supporting material, charts, or tables.

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

Dan Farnsworth  
Fargo-Moorhead Metropolitan Council of Governments  
Case Plaza, Suite 232  
One 2<sup>nd</sup> Street North  
Fargo, ND 58102  
[farnsworth@fmmetrocog.org](mailto:farnsworth@fmmetrocog.org)  
701-232-3242 ex 35

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

Note: The document can be made available in alternative formats for persons with disabilities by contacting Savanna Leach, Executive Secretary at 701.232.3242 or [leach@fmmetrocog.org](mailto:leach@fmmetrocog.org).

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

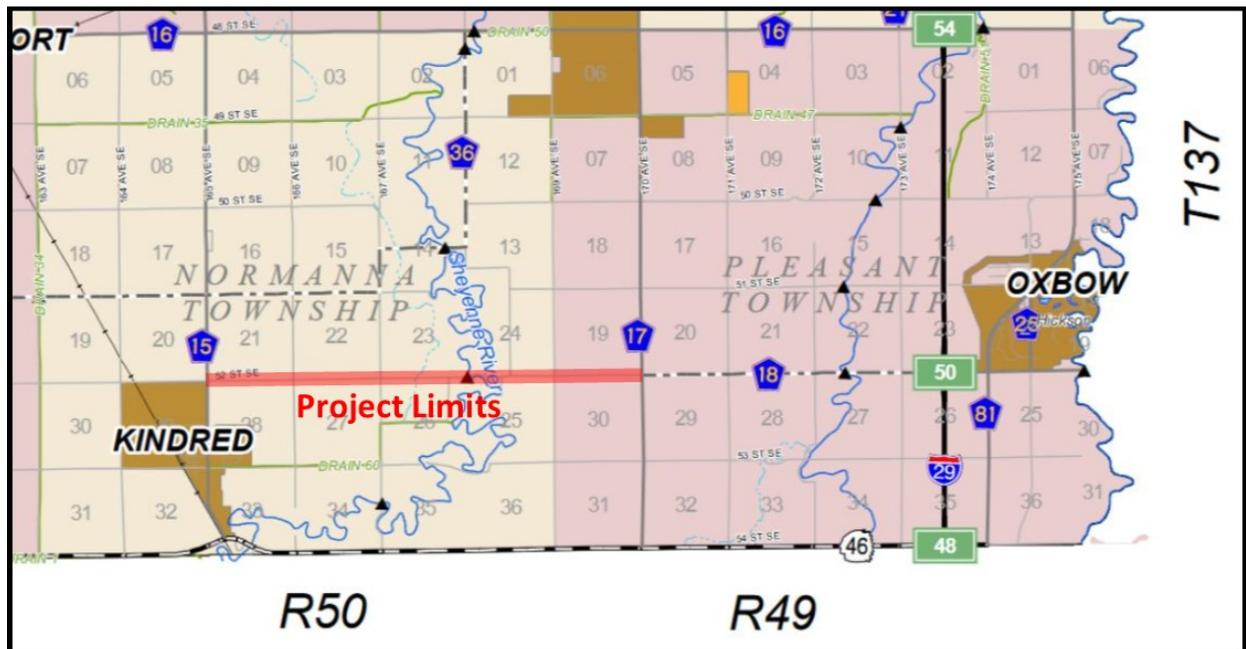
## I AGENCY OVERVIEW

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

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

## II PROJECT BACKGROUND AND OBJECTIVE.

Cass County Road 18 (CR 18) is located in the southeast corner of Cass County, ND. Cass County is considering extending CR 18 five miles to the west from its existing termini at CR 17 (170<sup>th</sup> Ave SE) to CR 15 (165<sup>th</sup> Ave SE). The existing roadway, 52<sup>nd</sup> St SE, is currently a Township road with one mile of the study corridor located in Pleasant Township while four miles are located in Normanna Township. The extension of CR 18 would require coordination with both Townships and the County and would need to be re-designated as a County roadway.



While the existing roadway (52<sup>nd</sup> St SE) is currently a Township road, it provides a regional connection. 52<sup>nd</sup> St SE connects the city of Kindred (pop. 692) to CR 18, I-29 Exit 50, the cities of

Oxbow/Hickson, and provides a crossing over the Red River into Minnesota. With the Kindred School District encompassing several Townships in southeast Cass County, students and school buses utilize CR 18 and 52<sup>nd</sup> St SE to reach the Elementary and High School, both located in Kindred. More specifically, students living in Oxbow/Hickson tend to use CR 18/52<sup>nd</sup> St SE to reach the schools.

Currently 52<sup>nd</sup> St SE has limited roadway right of way and roadway width. In order to improve the roadway to County standards, the roadway would need to be widened, the corridor would need to be re-graded, and additional right of way would likely need to be acquired. Some challenges are foreseen along the corridor, namely the Sheyenne River Crossing of 52<sup>nd</sup> St SE where nearby properties and the Sheyenne River pose restrictions. The Consultant can expect the existing bridge over the Sheyenne River to remain as-is. The County's intent is to keep the roadway surface gravel, however there could be the potential to pave the roadway in the future.

The objective of this study is to obtain public/landowner feedback on the future of the roadway, analyze the need for an improved roadway with County ownership, and develop planning-level costs, typical sections, and layouts for the study corridor. Ultimately, the results of this study should allow the County and Townships to make well-informed decisions as to whether or not to extend CR 18 and make the necessary improvements.

### **III SCOPE OF WORK AND PERFORMANCE TASKS.**

Outlined below is the scope of work that will guide development of the Cass County Road 18 Extension Study. Metro COG has included the following scope of work to provide interested Consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development.

At minimum, the Consultant is expected to establish detailed analysis, recommendations and/or deliverables for the following tasks:

#### **Task 1 – 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. In addition, task includes progress meetings with Metro COG. It should be assumed that progress meetings will occur monthly.

#### **Task 2 – Existing Conditions**

The Consultant shall be responsible for collecting necessary data for the existing conditions. The existing conditions to be completed for this study should include the following as applicable:

- Past roadway projects/improvements
- Roadway maintenance costs
- Functional classification and funding
- Roadway geometry and typical sections
- Roadway surface conditions
- AADT, truck volumes, and existing speeds
- Traffic control and posted speeds
- Accesses

- Crash data (5-year history)
- Structures
- Right of way
- Utilities

*Deliverable: Technical Memorandum #1 shall be developed and include the existing project conditions, as outlined above.*

### **Task 3 – Future Conditions**

The Consultant shall be responsible for collecting necessary data for the forecast years 2025 and 2045. The Consultant will be expected to propose a method for determining forecast year traffic conditions along the corridor.

*Deliverable: The information described above should be included in Technical Memorandum #1 along with the existing conditions. This should also include the methodology used for developing forecast year conditions.*

### **Task 4 – Public Participation**

The Consultant will be responsible in developing a strategy for public participation which shall be in accordance with Metro COG’s Public Participation Plan. Following are the minimum requirements for the public participation strategy:

1) Study Review Committee Meetings

Metro COG will work with the Consultant in arranging a study review committee (SRC) which will consist of applicable stakeholders. The Consultant will be responsible in providing a minimum of four (4) on-site SRC meetings throughout the course of the study. The Consultant will work in cooperation with Metro COG in scheduling the meetings. The Consultant will be responsible for developing materials necessary to conduct the SRC meetings and for developing meeting minutes for distribution and documentation of the SRC.

2) Public Input

Since the intent of this study is to weigh the pros and cons of County ownership of the roadway, multiple public input meetings are not deemed necessary. However, the Consultant should plan for one (1) public input meeting to gauge the public’s desire for such roadway improvements. All property owners along the study corridor shall be notified of the public meeting.

The Consultant will be responsible for developing and providing advertising materials necessary for public participation. The Consultant will be responsible for all costs pertaining to public participation including mailing notices to the property owners along the corridor.

The Consultant will provide a summary of all public engagement and is responsible for presentation materials at the public meeting(s), including but not limited to sign-in sheets, comment forms, handouts, roll drawings, meeting display boards, and meeting presentations. All public comments received shall be recorded and included in the final report or an appropriate report appendix. The Consultant will provide a contact person for

which the public to provide input. The contact person shall be made available by phone, mail and e-mail.

3) Additional Stakeholder Involvement

The Consultant should budget for meetings with stakeholders that may arise throughout the course of the study. This could include the need to present at a local Township Board meeting, a School Board meeting, or meet with a stakeholders associated with the study corridor.

*Deliverable: Technical Memorandum #2 shall be developed to include a summary of the SRC meetings and public engagement activities and results.*

**Task 5 – Identification of Issues and Project Purpose and Need**

The identification of issues shall be a summary of all the project “issues” that were identified during the analysis of existing and forecast year conditions, review of existing plans/documents, and public input received. The identification of issues will develop the basis for the “Purpose and Need” statement for the project. See the NDDOT Design Manual for a sample “Purpose and Need” statement.

*Deliverable: Technical Memorandum #3 shall include the issues identified throughout the study process and the identified Purpose and Need for the project.*

**Task 6 – Development, Analysis, and Evaluation of Corridor Alternatives**

The corridor alternatives should be developed to respond to the issues and purpose and need as identified in Task 5. The corridor alternatives should be the following:

- Do Nothing Alternative – this alternative would be to keep the roadway as-is and under Township jurisdiction
- Cass County Ownership Alternative – this alternative would be the scenario in which Cass County would assume ownership of the roadway. The Consultant should plan for various sub-alternatives as part of this alternative.

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

- Alternative cost estimates (including costs of land acquisition and/or easements)
- Maintenance responsibility and maintenance costs
- Roadway geometry
- Typical sections
- Future traffic conditions
- Safety improvements
- Structures
- Right of way
- Utilities
- Public input / property owner input

The alternatives should be developed and exhibited in a way that decision makers can make well-informed decisions as to the future of the roadway corridor. Pros and cons of each alternative and sub-alternative should be shown clearly.

*Deliverable: Technical Memorandum #4 shall include the development, analysis, and evaluation of the corridor alternatives as described above.*

**Task 7 - Final Report**

The technical memorandums shall be used to develop the final report. The Consultant shall provide a PDF version of the final report. All meeting summaries and technical analysis shall be included in the appendix of the report.

*Deliverable: The final report and described above.*

**IV IMPLEMENTATION SCHEDULE**

**1) Consultant Selection**

Advertise for Consultant Proposals	approximately 2/26/2018
Due Date for Proposal Submittals (by 4:30pm)	3/23/2018
Review Proposals/Identify Finalists	(week of) 3/26/2018
Interview Finalists	between 4/4/2018 – 4/11/2018
Metro COG Board Approval/Consultant Notice	4/19/2018
Contract Negotiations	(week of) 4/23/2018
Notice to Proceed	One day following a signed contract

**2) Project Development (Major Milestones)**

Begin Project Development and Planning	April/May, 2018
Corridor Study Development Process	May, 2018 – February, 2019
Final Draft of Corridor Study	March, 2019
Final Completion of Study	April, 2019
All invoices for project to be received by Metro COG	May, 2019

**V EVALUATION AND SELECTION PROCESS.**

**Selection Committee.** The Client will establish a multijurisdictional selection committee to select a Consultant. The committee will consist of local jurisdictions, state Department(s) of Transportation, and other local stakeholder agencies.

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

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

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 April 19<sup>th</sup>, 2018 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.

## **VI PROPOSAL CONTENT**

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

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

1. **Contact Information.** Name, telephone number, email address, mailing address and other contact information for the Consultant's Project Manager.
2. **Introduction and Executive Summary.** This section shall document the Consultant name, business address (including telephone, FAX, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.
3. **Work Plan and Project Methodology.** Proposals shall include the following, at minimum:
  - a. A detailed 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) and/or Minority Business Enterprise (MBE) 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 VIII 1))  
Exhibit B – Debarment of Suspension Certification  
Exhibit C – Certification of Restriction on Lobbying  
Exhibit D - Standard Form 330 (if required – see page 2).

## **VII Submittal Information**

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

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

All proposals received by **4:30 pm (Central Time) on Friday March 23<sup>rd</sup>, 2018** at the Metro COG office will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. Respondents must submit six (6) hard copies and one Adobe Acrobat (.pdf) copy of the proposal. The full length of each proposal should not exceed fifteen (15) double sided pages for a total of thirty (30) pages; including any supporting material, charts or tables.

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 March 9<sup>th</sup>, 2018. 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 around March 12<sup>th</sup>, 2018 to all Consultants that receive the RFP.

## VIII GENERAL RFP REQUIREMENTS.

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

## **IX 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.

## **X PAYMENTS**

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

## **XI FEDERAL AND STATE FUNDS**

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

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

## **XII TITLE VI ASSURANCES.**

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

- 1) **Compliance with Regulations.** The Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).
- 2) **Nondiscrimination.** The Consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*, in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant’s obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*.
- 4) **Information and Reports.** The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro COG or the North Dakota Department of Transportation to

be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to Metro COG, or the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

- 5) **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions as outlined herein, the Client and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration / Federal Transit Administration may determine to be appropriate, including but not limited to:
  - a) Withholding of payments to the Consultant under the contract until the Consultant complies; or
  - b) Cancellation, termination, or suspension of the contract, in whole or in part.
- 6) **Incorporation of Title VI Provisions.** The Consultant shall include the provisions of Section XII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

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

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

### **XIII TERMINATION PROVISIONS.**

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

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

In the event of any termination, the Client shall pay the agreed rate only for services delivered up to the date of termination. The Client has no obligation to the Consultant, of any kind, after the date of

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

#### **XIV LIMITATION ON CONSULTANT**

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

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

#### **XV CONFLICT OF INTEREST**

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

#### **XVI INSURANCE**

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

#### **XVII RISK MANAGEMENT**

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

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

business in North Dakota, the following insurance coverage:

1. Commercial general liability and automobile liability insurance - minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
2. Workforce Safety insurance meeting all statutory limits.
3. The Client and the State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
4. Said endorsements shall contain a "Waiver of Subrogation" in favor of the Client and the state of North Dakota.
5. The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Client and the State Risk Management Department.

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

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

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

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

**Exhibit A – Cost Proposal Form**

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

**REQUIRED BUDGET FORMAT  
 Summary of Estimated Project Cost**

1.	Direct Labor	Hours	x	Rate	=	Project Cost	Total
	Name, Title, Function	0.00	x	0.00	=	0.00	0.00
			x		=	0.00	0.00
			x		=	0.00	0.00
				<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>Subconsultant 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 - 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

\_\_\_\_\_

### 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)

**Exhibit D - Standard Form 330**

***SEE FOLLOWING PAGES***

# ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157  
Expiration Date: 11/30/2017

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

## GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

## INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

## DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

## SPECIFIC INSTRUCTIONS

### Part I - Contract-Specific Qualifications

#### Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

#### Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

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Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

**Section G. Key Personnel Participation in Example Projects.**

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

**Section H. Additional Information.**

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

**Section I. Authorized Representative.**

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

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## Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (*Function Codes*)

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<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams ( <i>Concrete; Arch</i> )	H09	Hospital & Medical Facilities
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization ( <i>Process &amp; Facilities</i> )	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

*(Attached)*

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(Degree and Specialization)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>23. PROJECT OWNER'S INFORMATION</b>		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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**I. AUTHORIZED REPRESENTATIVE**

*The foregoing is a statement of facts.*

31. SIGNATURE

32. DATE

33. NAME AND TITLE

