

**Request for Proposals for  
Long Range Transportation  
Market Research Study and Survey**

**I. SUMMARY INFORMATION**

**Project Title:** Long Range Transportation Market Research Study and Survey

**Issuing Agency:** Rapid City Metropolitan Planning Organization

**Proposal Due:** 3:00 PM MST on November 12, 2013

**Submit Proposals to:** Mr. Nate Vander Broek, Planner I  
Community Planning and Development Services Dept.  
300 Sixth Street  
Rapid City, SD 57701

Submittals received after the stated time will be returned unopened and will not be considered. Any questions regarding the study must be emailed to [nate.vanderbroek@rcgov.org](mailto:nate.vanderbroek@rcgov.org) by 1:00 p.m. MST on November 5, 2013. Written responses to all questions will be posted on the Rapid City website within the Transportation Planning section located at <http://www.rcgov.org/Transportation-Planning/index.html>. Consultants should review the website for daily updates. A consultant selection team comprised of Rapid City Planning staff, the South Dakota Department of Transportation staff, and Federal Highway Administration staff will review all proposals. The selection team shall select the firm they feel will supply the MPO the best and most complete effort. The selection team may interview for this project. The selection of a qualified firm will be made no later than November 18, 2013. Proposals must remain valid for at least 90 days after the deadline. The RCMPO will not acknowledge receipt of proposals unless a stamped, self-addressed post card is included in the proposal package.

**Schedule:** Request for Proposal posted on website - October 22, 2013  
Deadlines for Questions – November 5, 2013  
Proposals due at City/School Administration Center - Nov 12, 2013  
Oral Interviews, if necessary – November 12-15, 2013  
Consultant selection – November 18, 2013

**Oral Interviews:** Upon review, the selection team may choose finalists for oral interviews or the selection team may opt to select the most qualified firm directly from the submitted proposals.

**Number of Copies:** **Four (4) hard copies, one (1) digital pdf copy**

**Performance  
Schedule:**

The actual schedule for performance of the project will be negotiated with the successful Consultant. However, funding for this activity is governed by other agreements and rules, which may restrict the actual timeframe. The agencies wish to hold as closely as possible to the following schedule:

**December 17, 2013** - Notice to proceed issued to the Consultant following contract approval;

**December 20, 2013** - Meet with Study Advisory Team to identify research issues, interview stakeholders, and identify focus groups.

**January 23, 2014** - Meet with Study Advisory Team. Review citizen, employer and underserved populations (transit users) survey questions. Complete stakeholder interviews and focus group meetings.

**February 24, 2014** - Complete citizen, employer and transit surveys

**March 31, 2014** - Provide preliminary report of findings to Study Advisory Team

**May 19, 2014** - Draft Complete

**June 12, 2014** - Results presented to all transportation planning committees

**September 15, 2014** – Final report complete.

**Funds Available:       \$90,000**

## **II. INTRODUCTION**

The City of Rapid City, South Dakota, the City of Box Elder, South Dakota, the Ellsworth Air Force Base, the South Dakota Department of Transportation (SDDOT), Pennington and Meade Counties, and the Rapid City Area Metropolitan Planning Organization have entered into a Joint Cooperative Agreement to establish a cooperative, continuing and comprehensive transportation planning process for the Rapid City metropolitan area. The governing body of this Joint Cooperative Agreement is the Executive Policy Committee of the Rapid City Area Metropolitan Planning Organization, collectively known in this document as the Rapid City Area Metropolitan Planning Organization (MPO). The Rapid City Area MPO is soliciting proposals from qualified firms and individuals interested in providing services the Long Range Transportation Market Research Study and Survey.

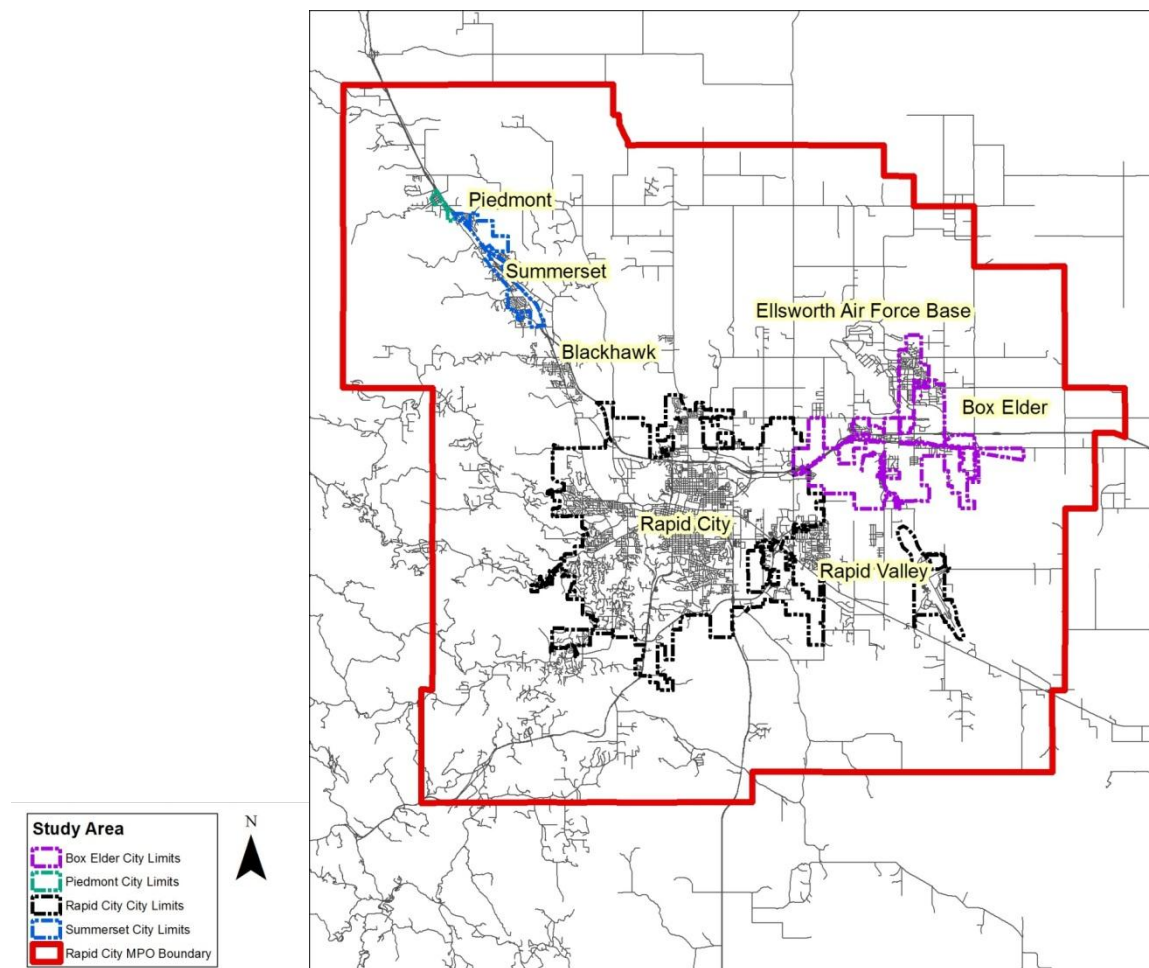
## **III. PROJECT HISTORY**

The Rapid City Area MPO is seeking to gain an understanding of the priorities and needs for long-term transportation planning by looking at the attitudes and issues regarding transportation. The Rapid City Area Long Range Transportation Market Research Study should include a citizen, employer and underserved populations (transit users) survey, stakeholder interviews, and focus group sessions. The market research study information will be used to determine the goals and objectives of the Rapid City

Area Long Range Transportation Plan. (See <http://www.rcgov.org/Transportation-Planning/rapidtrip2035.html> ) The Market Research Study and Survey is needed to help prepare the update of the Long Range Transportation Plan.

## AREA OF STUDY

The area of study includes the Cities of Rapid City, Box Elder, Summerset, and Piedmont; Ellsworth Air Force Base; the unincorporated areas of Black Hawk and Rapid Valley; and the developing areas of Pennington County and Meade County.



## V. SCOPE OF WORK

The study needs to include, but not be limited to, the following tasks:

- 1) Methods and Assumptions: The consultant shall facilitate a meeting to determine the assumptions to be used during the course of the study. Resulting from that meeting, the consultant shall develop a Methods and Assumptions Document in accordance with the attached *Methods and Assumptions Template for SDDOT Planning Studies*.
- Study and Survey Plan: The consultant will propose, in writing, a detailed study/survey plan for review by RCMPO. The consultant will provide survey methods

and a schedule of events. Following such review, the consultant will refine the methodology and schedule as appropriate.

- 2) Conduct Market Research Study and Survey: A long range transportation market research study and statistically valid survey will be initiated to assess the needs and desires of users of the Rapid City Area transportation system. The information will be used to guide the preparation of the Long Range Transportation Plan (LRTP) Update for the Rapid City Area MPO. The market research study may include but is not limited to the involvement of focus groups and surveys to determine the public's perception of the MPO area's current transportation system, recommendations on transportation policy and the establishment of a list of seed projects for the LRTP Update. Some examples of issues to be discussed should include congestion, proposed street and highway safety, bicycles, pedestrians, transit, freight, underrepresented populations, Intelligent Transportation System (ITS) measures, transit, livability, sustainable transportation and proposed construction projects. A 25-year planning horizon for the LRTP Update will be followed as a basis for all projects.

The current guiding goals and objectives of the Long Range Transportation Plan (LRTP) are:

### **GOAL I**

To develop and maintain a transportation system that will be coordinated with land use patterns and will incorporate all available modes of transportation into a safe, efficient, and effective system of moving goods and people within and through the community.

### **OBJECTIVES**

- Maintain and enhance the transportation planning process in accordance with recognized planning practices.
- Reduce accidents, injuries, and fatalities.
- Minimize travel times, travel costs, and congestion.
- Coordinate the development of the street system of the community with all state and local governments, both within and surrounding the planning area.
- Develop and adopt a capital improvements program governing transportation projects throughout the community.
- Maintain and upgrade existing facilities at the Rapid City Regional Airport.
- Establish a coordinated public transportation system at a level commensurate with community needs.

- Provide for an effective bicycle and pedestrian transportation system for the Rapid City area.
- Reduce congestion by improving traffic signal coordination.
- Coordinate transportation and land use planning efforts.
- Minimize motor vehicle, rail, bicycle, and pedestrian conflicts.
- Maintain mobility on key roadways through effective access and parking management.
- Identify and preserve rights-of-way for anticipated future transportation needs.
- Maintain the existing transportation system in a high quality and effective manner.

## **GOAL II**

To enhance the economic stability of the community by improving the area's overall accessibility.

### **OBJECTIVES**

- Maintain a strong urban core by providing adequate transportation facilities for economic activities of all kinds in the core area.
- Strengthen the Rapid City area's role as a regional retail, service, entertainment, tourism, and aviation center by providing adequate transportation facilities.
- Provide adequate and convenient close-in parking in the central business district area to encourage economic development.
- Promote the cohesiveness of the community by providing for equitable accessibility to employment, health, educational, and shopping facilities in the community.
- Minimize neighborhood disruption by transportation facilities.
- Provide improved mobility for the elderly/physically challenged.
- Provide for efficient movement of freight.

## **GOAL III**

To identify and preserve the environmental, social, and cultural resources of the community.

### **OBJECTIVES**

- Conserve natural resources.
- Encourage car pooling and other ridesharing programs.
- Work closely with state and local air quality agencies to insure an integrated transportation/air quality planning effort.
- Strengthen efforts to implement hard surfacing of unpaved streets, alleys, and parking lots.

- Incorporate environmental and aesthetic considerations in the design process.
- Minimize disruption of the natural environment.
- Preserve open space.
- Protect prime agricultural land.

#### **GOAL IV**

To actively seek input from the community and to utilize that input in the transportation planning process.

#### **OBJECTIVES**

- Encourage citizen participation in the planning and design of transportation facilities.
- Preserve integrity of neighborhoods.
- Provide for continuing development/refinement of goals.
- Encourage public meetings/hearings on transportation issues.
- Actively support a transportation citizens' advisory committee.

The document will be in conformance with the requirements of all applicable state and federal guidelines regarding the use of transportation planning funds.

- 3) Draft and Final Report: The consultant will prepare a draft report and a final report about the long-range transportation market research study and survey. The report will include a stand-alone Executive Summary and will also include sections concerning:
  - project objectives;
  - study methodology;
  - survey method;
  - summarized results; and
  - appendices—all data and comments captured during the public meetings, including but not limited to surveys, open houses, focus groups, and websites.
- 4) Public Involvement: The LRTP Update will involve the participation and feedback from the Study Advisory Team, the Citizen Advisory Committee and the Technical Coordinating Committee. The public participation process will strive to educate and learn about transportation issues from all citizens in the Rapid City Area MPO. This will include open houses, focus groups, meeting presentations, surveys, websites and informal comments. The consultant shall provide a public participation plan for this study.

- 5) Public Input Period: The consultant shall allow for the public to provide input into the study for a minimum period of two (2) weeks following each public meeting.
- 6) Webpage: The consultant team shall provide RCMPO a webpage dedicated to the study as it becomes available. The webpage will be organized in such a way that will help dispense information to the public regarding the status of the study, public meeting announcements, presentations, meeting summaries, and all reports. The webpage can be used to assist in data gathering through web surveys and for other public participation actions as deemed appropriate as long as adequate advertising can be provided. The pages will be active at least 10 days prior to the first public meeting and shall remain active for a period of at least six (6) months after completion of the study to allow public access to the final report.
- 7) Project Deliverables: The consultant shall provide the following items to the RCMPO contact person:
  - Study Update in word processing format (Microsoft® Word) or as Portable Document Format (Adobe® .pdf) of the study's progression due March 31, 2014. If the study completion date needs to be extended, study updates will be expected around the 15<sup>th</sup> of every other month beginning on August 15, 2014 until submittal of the draft final report.
  - If necessary, any GIS shapefiles (ESRI ArcMap® \*.shp) in State Plane coordinate system (NAD 1983, South Dakota South) compatible with Meade and Pennington Counties' existing coordinate system.
  - An electronic copy, in word processing format (Microsoft® Word) and Portable Document Format (Adobe® .pdf), of the draft report and executive summary.
  - An electronic copy, in word processing format (Microsoft® Word) and Portable Document Format (Adobe® .pdf), of the final report and executive summary.
  - Fifteen (15) printed copies of the final report and executive summary
  - An electronic copy, in word processing format (Microsoft® Word) and Portable Document Format (Adobe® .pdf), of the complete final report and the complete executive summary.
  - Copies of any pertinent working papers and electronic files created during the project.

After the Staff's review of the draft reports, the RCMPO's contact person will advise the consultant as to its acceptability and will request any changes that may be desired. The executive summary and final report shall be due to RCMPO's contact person seven (7) days prior to the study's completion date.

## **VI. FORMAT**

### **Proposal Guidelines and Requirements:**

Each proposer must demonstrate in their proposal that they have the professional capabilities needed to accomplish this study. The proposal should contain all information relevant to indicate the consultant team's abilities to successfully complete this study and give the study advisory team a better understanding of the consultant team's qualifications.

At a minimum, the proposal should contain the following:

- **Statement of Study Approach:** Describe the approach the consultant proposes to accomplish the study.
- **Proposed Study Team Members:** Provide a written description of the consultant team composition, including disciplines, primary role in regards to the study, and relevant experience. The information provided must clearly indicate the consultant team's point of contact, the team leader for the study (if different) and the responsible party in each firm who will be providing the required professional experience.

Provide a table showing the number of person-hours (not percentages of time) that will be devoted to each task by consultant team members. List the names of principal investigators and other key professionals who will be involved. Support personnel may be identified by classification. If subcontracting is necessary, include subcontractors' key personnel and support staff in a separate table. Clearly identify subcontractors' involvement.

Describe current commitments to other work in sufficient detail to permit assessment of each consultant team member's ability to meet the proposal's commitments. Include a statement that the level of effort proposed for principal and professional members of the study team will not be changed without written consent of RCMPO.

- **Individual Experience:** Provide a description of the background of key members of the consultant team and their specific participation in previous projects that would directly relate to the work planned to be done for this study. This may be done in descriptive text or in resume format.
- **Study Schedule:** Provide a graphic or text calendar to define the proposed study schedule for tasks and set milestone dates.
- **Budget:** Show the estimated cost for the entire study by RCMPO fiscal year. RCMPO's fiscal years run from January 1 through December 31. A sample budget is shown below.



Item	FY2013			FY2014			Total
	Rate	Total Estimate Hours	Total Estimated Cost	Rate	Total Estimate Hours	Total Estimated Cost	
<b>Salaries</b>							
Name - Title or ID#	\$20.00	90	\$1,800.00	\$20.60	125	\$2,575.00	
Name - Title or ID#	\$18.00	45	\$810.00	\$18.54	50	\$927.00	
Name - Title or ID#	\$25.00	20	\$500.00	\$25.75	20	\$515.00	
Name - Title or ID#	\$15.00	10	\$150.00	\$15.45	10	\$154.50	
Name - Title or ID#	\$11.50	5	\$57.50	\$11.85	15	\$177.68	
Subtotal:			\$3,317.50			\$4,349.18	\$7,666.68
<b>Fringe Benefits<sup>1</sup></b>			\$829.00			\$1,087.00	\$1,916.00
<b>Overhead / Indirect Costs</b>			\$2,654.00			\$3,479.00	\$6,133.00
<b>Fixed Fee</b>			\$680.00			\$892.00	\$1,572.00
<b>In-State Travel</b>			\$1,250.00			\$2,500.00	\$3,750.00
<b>Out-of-State Travel</b>			\$0.00			\$0.00	\$0.00
<b>Equipment Purchase<sup>2</sup></b>			\$0.00			\$0.00	\$0.00
<b>Expendable Supplies<sup>3</sup></b>			\$350.00			\$710.00	\$1,060.00
<b>Subcontracts</b>			\$0.00			\$0.00	\$0.00
<b>Computer Time<sup>3</sup></b>			\$0.00			\$700.00	\$700.00
<b>Report Publication<sup>3</sup></b>			\$0.00			\$1,200.00	\$1,200.00
<b>TOTAL</b>			\$9,080.50			\$14,917.18	\$23,997.68

Notes: 1. May be included with Overhead / Indirect Costs, Must be in accordance with 48CFR Part 31

2. Must be in accordance with 49CFR Part 1B

3. Only if normally treated as a direct cost

If the proposal includes effort by subcontractors, a similar budget table should be included for each subcontractor.

Out-of-state travel, which is defined as travel between the consultant's base and destinations other than South Dakota, must be identified separately. All travel between the consultant's home base and South Dakota should be recorded as in-state travel.

Indirect costs listed in the budget must be substantiated if and when the proposal is selected. Prior to the first contract payment, the successful proposer must submit documentation supporting the bases and rates used to calculate indirect costs by the prime contractor and each of the subcontractors. Examples of indirect cost schedule formats can be found in Chapter 9 of the *AASHTO Uniform Audit & Accounting Guide* located at: <http://audit.transportation.org/>.

Total funding should not exceed the amount indicated as "Funds Available" on the Request for Proposal. This amount represents what RCMPO feels the study merits and what level of funding should be necessary to complete the work. Proposers should set the scope and depth of study accordingly. Because of budget constraints, additional funding is highly unlikely. No budget expansions should be anticipated.

## VII. AVAILABLE INFORMATION

The following information will be made available to proposers and the consultant on the City of Rapid City website.

- A. **Rapid City Area MPO 2035 Long-Range Transportation Plan** (at <http://www.rcgov.org/Transportation-Planning/rapidtrip2035.html>)
- B. **Rapid City Area MPO Major Street Plan**; (at rcgov.org)
- C. **RapidMap** (geographic information system (GIS) Maps (at rapidmap.org).
- D. **Pennington County Transportation Plan**
- E. **Meade County Transportation Plan**
- F. **Transit Development Plan**

## VIII. SELECTION CRITERIA

Proposals will be evaluated by the selection committee. Selection will be made in consideration of:

### Proposal Evaluation (sample form attached)

- Firm's project team
- Firm's experience with similar projects and other relevant agencies within the past 5 years
- Firm's experience and familiarity with Rapid City Design Criteria and Standards
- Firm's management procedures
- Office location
- Quality of proposal

### Interview Evaluation (sample form attached)

- Project approach and demonstration of project understanding and issues
- Past design and construction administration performances
- Past performance of quality control and quality assurance
- Firm's project team and task assignment summary
- Quality of interview

The RCMPO will afford equal opportunity to all those who submit proposals and will not discriminate in its selection of consultants on the grounds of race, sex, color, physical handicap or national origin.

Upon review, the committee will select the most qualified firms as finalists. The selected finalists may appear for an oral presentation and evaluation by the committee that will then select a firm.

## IX. GENERAL REQUIREMENTS

- A. The City of Rapid City will be the contracting agency for this project. Close coordination with the cities of Box Elder, Summerset, Piedmont, Pennington County, Meade County, Ellsworth Air Force Base, State of South Dakota and Federal Highway and Transit Administration will be needed.
- B. The consultant shall make an effort to involve DBE/MBE businesses in this project.
- C. The successful firm shall comply with the requirements of Title 49 CFR Part 21 and Title VI of the Civil Rights Act of 1964. The successful firm shall submit upon request quarterly Title VI (civil rights) State of Contractor reports

- to the SDDOT. The successful contractor shall provide services in compliance with the American with Disabilities Act of 1990.
- D. Any and all resulting agreements from this RFP shall require the successful firm to provide and maintain professional liability insurance as well as worker's compensation, public liability and property damage insurance in amounts set forth by the City of Rapid City policy in force at the time of agreement or subsequent revisions of said policy.
  - E. Federal funding will be utilized in this project; and thus, this project will be subject to all requirements that are incurred as a result.
  - F. No member officer or employee of the City of Rapid City, the State of South Dakota or member of its governing body or of a local public body having jurisdiction within the metropolitan area during his or her tenure or one year thereafter shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.
  - G. Unless otherwise indicated the process shown shall not include taxes of any kind. All agency members are exempt from Federal Excise Tax under Chapter 32 of the Internal Revenue Code. The City of Rapid City is exempt from all state taxation including state sales and use taxes.
  - H. Professional liability and statutorily required insurance will be required, upon selection.

#### **X. OWNERSHIP OF PROPOSALS:**

All proposals submitted become the property of the Rapid City Area Metropolitan Planning Organization. RCMPO has the right to use all information presented in any proposal, unless it is annotated as being proprietary. RCMPO considers all information contained in proposals as privileged and reserves the right to maintain its confidentiality. Selection or rejection of a proposal does not affect these rights. RCMPO reserves the right to reject any and all proposals submitted. RCMPO may, under certain conditions, negotiate with the proposer to address specific weaknesses in a submitted proposal.

RCMPO is not responsible for any costs incurred by proposers, including proposal preparation, prior to execution of a contract.

#### **Proposal Inquiries:**

Proposers may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to Mr. Nate Vander Broek at [nate.vanderbroek@rcgov.org](mailto:nate.vanderbroek@rcgov.org) with the subject line "**Long Range Plan Transportation Market Research Study**". Inquiries may also be faxed with a cover sheet and subject line "**Long Range Plan Transportation Market Research Study**" to (605) 394-6636. If inquiries are submitted by mail, the envelope should be addressed to:

ATTN: NATE VANDER BROEK, TRANSPORTATION PLANNER  
RAPID CITY METROPOLITAN PLANNING ORGANIZATION  
300 6TH STREET

RAPID CITY, SD 57701

Be sure to reference the RFP subject line in your letter.

The RCMPO prefers to respond to proposer's inquiries (if required) as RFP Addenda via the RCMPO website <http://www.rcgov.org/Transportation-Planning/mpo.html>. No responses or additional information will be shared via email, telephone, or fax. If proposer does not have access to the RCMPO webpage, the proposer must request to receive responses at a mailing address and the RCMPO's response will be sent via mail. The RCMPO's response will not be sent in the mail until the date and time stated in the Schedule of Activities. Proposers may not rely on any other statements, either of a written or oral nature, that alter any specification, or other term or condition of this RFP. Proposers will be notified in the same manner as indicated above regarding any modifications to this RFP.

The RCMPO reserves the right to issue supplemental information to this RFP at any time before the submittal date. Supplemental information will be made available in the form of a RFP Addendum at the RCMPO website on specified dates.

Date for Issuing Supplemental Information as an Addendum to the RFP:

- November 5, 2013 at 12:00 pm MDT

#### **XI. DISCUSSIONS WITH PROPOSERS (ORAL PRESENTATIONS/NEGOTIATIONS):**

An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the RCMPO. However, the RCMPO may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the proposer's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each proposer shall be available for negotiation meetings at the RCMPO's request. The RCMPO reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

**Attachment A**  
**Consultant Evaluation Forms**

**PROPOSAL EVALUATION FORM (25 Total Points Possible)**

**Project Name:** \_\_\_\_\_ **Interviewer:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

PROPOSAL EVALUATION CRITERIA	Scoring (Circle One)
<p><b>P1: Firm's Project Team - 25% of total</b></p> <p><b>The evaluator should consider the following information when scoring this category:</b></p> <p><b>A.</b> Size of the contract as compared to the size or ability of the firm and its' associate firms and consultants as one team to handle the project;</p> <p><b>B.</b> The education, experience, and qualifications of the personnel within the submitting firm; and by attachment that of its' associate firm(s), if any. These are the Key Designers, Construction Inspectors, and Sub-consultants. Should include professional registrations, education, certifications, and other pertinent qualifications of the indicated individuals;</p> <p><b>C.</b> Name, experience and past performance of person(s) to be assigned as project manager(s) and will have direct contact with City staff. These typically are the Design Project Manager and Construction Administration Project Manager. These are in addition to those indicated in item B. above;</p> <p><b>D.</b> Names of firm's key staff to be assigned to project with description of each person's experience and how it relates to this project's specific requirements;</p> <p><b>E.</b> Ability to expand the firm's capabilities by working with other consultants or branch offices (if required).</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p><b>P2: Firm's Experience with Similar Projects and Other Relevant Agencies within the Past 5 Years – 20% of total</b></p> <p><b>The evaluator should consider the following information when scoring this category:</b></p> <p><b>A.</b> A summary of similar work that has been done in-house over the past five years; as it pertains to municipal engineering, operations, maintenance, replacement, planning, design surveying, construction staking, construction administration, GIS, finance, economics, and other; P6</p> <p><b>B.</b> Prior experience with other relevant agencies for the past five years such as other municipalities, South Dakota DOT, South Dakota DENR, and others.</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p><b>P3: Firm's Experience and Familiarity with Rapid City Design Criteria and Standards – 20% of total</b></p> <p><b>The evaluator should consider the following information when scoring this category:</b> If the firm's familiarity with the City's design criteria and standards and City bidding, contracting methodology, and construction administration processes is limited then the firm's familiarity with other municipalities' and agencies' shall be considered.</p> <p><b>A.</b> Firm's staff's direct experience (in-house capability) with this type of project</p> <p><b>B.</b> Firm's familiarity with City design criteria and standards.</p> <p><b>C.</b> Other information to consider would be the firm's experience, knowledge, and understanding of City bidding and contracting methodology and City construction administration processes and the firm's experience with other City Departments and Divisions.</p>	<p>1 2 3 4 5 6 7 8 9 10</p>

<p><b>P4: Firm’s Management Procedures – 20% of total</b></p> <p><b>The evaluator should consider the following information when scoring this category:</b></p> <p><b>A.</b> Firm’s organizational structure must be clearly defined with personnel qualifications and where actual work will be done;</p> <p><b>B.</b> A statement regarding whether any litigation is pending or underway regarding activities of the firm or its principals within the last five years and the circumstances of the litigation;</p> <p><b>C.</b> A current certificate of insurance, including errors and omissions, executed by the insurance carrier’s authorized agent;</p> <p><b>D.</b> Firm’s Management Procedures; Past performance meeting budgets &amp; schedules, including methodology and procedures used to accomplish this objective. Successful QA/QC processes, and accuracy of construction cost estimates. The firm’s history in meeting project design budgets, construction budgets, and schedules. The firm’s ability to provide accurate construction cost estimates throughout the design process (preliminary submittal through bid opening). The firm’s QA/QC methodology and procedures including personnel responsible for QA/QC. The firm’s methodology, procedures and ability to meet project schedules.</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p><b>P5: Office Location – 10% of total</b></p> <p><b>The evaluator should consider the following information when scoring this category:</b></p> <p>Indicate the office location of the project manager, key designers, sub-consultants, and construction staff for the project?</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p><b>P6: Quality of Proposal – 5% of total</b></p> <p><b>The evaluator should consider the following information when scoring this category.</b></p> <p>Proposal should be clear, concise, well written, well organized, utilize correct spelling, proper grammar, exemplify the characteristics of a professional document, and address the “Proposal Evaluation Criteria”.</p>	<p>1 2 3 4 5 6 7 8 9 10</p>

1 = Fails to meet the expectations of the reviewer in this category  
10 = Fully meets the expectation of the reviewer in this category

**INTERVIEW EVALUATION FORM (75 Total Points Possible)**

**Project Name:** \_\_\_\_\_ **Interviewer:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

INTERVIEW EVALUATION CRITERIA	Scoring (Circle One)
<p><b>I1: Project Approach and Demonstration of Project Understanding and Issues – 45% of total</b></p> <p><b>The evaluator should consider the following information when scoring this category:</b></p> <p><b>A.</b> Familiarization and understanding of the project and project issues including potential alternatives;</p> <p><b>B.</b> Approach toward project design and construction administration;</p> <p><b>C.</b> Experience with key project elements;</p> <p><b>D.</b> Project components including constructability, project phasing and sequencing;</p> <p><b>E.</b> Innovative design and construction administration techniques and methods;</p> <p><b>F.</b> Approach toward public involvement as it pertains to easement/ROW negotiations, public meetings, and dealing with individuals. Approach toward dealing with other governmental entities and City Departments &amp; Divisions;</p> <p><b>G.</b> Understanding of the project schedule and critical milestones;</p> <p><b>H.</b> Identification or recognition of potential project pitfalls and challenges.</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p><b>I2: Past Design and Construction Administration Performance – 20% of total</b></p> <p><b>The evaluator should consider the following information when scoring this category:</b></p> <p><b>If the firm's prior assignments with the City are limited then the firm's prior assignments with other municipalities' and agencies shall be considered.</b></p> <p><b>A. Design</b> - has the firm's prior work products demonstrated the following:</p> <ul style="list-style-type: none"> <li>a. Ability to meet design budgets;</li> <li>b. Ability to meet design timelines/milestones/completion dates;</li> <li>c. Ability to produce complete and understandable submittal documents;</li> <li>d. Ability to stay within scope;</li> <li>e. Ability to obtain easements and ROW;</li> <li>f. Ability to produce accurate construction cost estimates;</li> <li>g. Effectiveness in working with the public;</li> <li>h. Past work products (drawings and specifications) have limited review comments and red lines;</li> <li>i. Adhered to City design criteria and standards and produced documents that are legible and organized.</li> </ul> <p><b>B. Construction</b> - has the firm's prior work products demonstrated the following:</p> <ul style="list-style-type: none"> <li>a. Past work products (drawings and specifications) have limited unnecessary construction change orders?</li> <li>b. Effectiveness in working with the public;</li> <li>c. Ability to produce accurate and timely contractor pay applications;</li> <li>d. Ability to effectively coordinating with the contractor;</li> <li>e. Ability to verify contract obligations (Final Inspection compliance with drawings and specifications);</li> <li>f. Ability to successfully coordinate and verify startups for electrical and mechanical types of facilities;</li> <li>g. Ability to produce complete and understandable drawings and specifications;</li> <li>h. Ability to verify that shop drawings, product literature, and submittals comply with City specifications, drawings, and supplemental provisions</li> <li>i. Ability to produce accurate, detailed, quality construction deliverables (construction diaries, quantity books, and construction documentation including photos, as-built drawings, etc);</li> <li>j. Ability to produce drawings and specifications that minimize field orders;</li> <li>k. Ability to produce drawings and specifications that minimize Contractor questions and uncertainties;</li> <li>l. Ability to mitigate construction problems from escalating;</li> <li>m. Ability to effectively keep the City's PM apprised of construction issues and potential project cost savings and increases;</li> </ul>	<p>1 2 3 4 5 6 7 8 9 10</p>

<p><b>I3: Past Performance of Quality Control and Quality Assurance (QA/QC) – 15% of total</b></p> <p>The evaluator should consider the following information when scoring this category:</p> <p><b>A.</b> Completeness of submittals, drawings and specifications;  <b>B.</b> Minimizing the number and frequency of design errors;  <b>C.</b> Project Constructability - Successfully addressed project constructability, sequencing, and phasing;  <b>D.</b> Clarity - the contractor easily understands the intent of the project and what is being conveyed in the drawings and specifications;  <b>E.</b> Expectations - the project meets the owner's objectives and intent for the project;  <b>F.</b> Quality - past deliverables are of high quality (adherence to City design criteria and standards as well as general document legibility and organization).</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p><b>I4: The Firm's Project Team and Task Assignment Summary – 15% of total</b></p> <p>The evaluator should consider the following information when scoring this category:</p> <p><b>A.</b> If a consortium of individuals or firms, amount and type of work to be done in respective offices and how quality and schedule of work will be controlled by assigned project manager(s);  <b>B.</b> Name, experience and past performance of person(s) to be assigned as project manager(s) and to have direct contact with City staff (Design and Construction);  <b>C.</b> Names of firm's staff to be assigned to project tasks with description of each person's experience and how it relates to this project's specific requirements. The firm shall indicate the project team members assigned to each task identified in the RFP draft scope of services. The firm shall provide the proposed billing rates for each team member proposed to be working on the project for design and construction services.</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p><b>I5: Quality of Interview – 5% of total</b></p> <p>The evaluator should consider the following information when scoring this category. The firm's interview should be articulate, clear, concise, and organized. The firm should communicate project issues, ideas, alternatives, and address the "Interview Evaluation Criteria".</p>	<p>1 2 3 4 5 6 7 8 9 10</p>

1 = Fails to meet the expectations of the reviewer in this category  
10 = Fully meets the expectation of the reviewer in this category



***Attachment B***

***Sample Agreement***

**For PROFESSIONAL SERVICES  
Rapid City Area Origin and Destination Study**

THIS AGREEMENT made on this \_\_\_\_ day of \_\_\_\_\_, 2013 between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and \_\_\_\_\_ (Consultant), hereinafter referred to as CONSULTANT. This project will encompass the preparation of the Rapid City Area Origin and Destination Study for the City of Rapid City.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of transportation planning services by CONSULTANT and the payment for those services by OWNER as set forth below.

**SECTION 1 - BASIC SERVICES TO CONSULTANT**

**1.1 General**

CONSULTANT shall provide to OWNER planning services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER'S professional planning services representative for the Project, providing professional planning consultation and advice and furnishing selected planning services.

**1.2 Scope of Work**

The Basic Services Scope of Work is described in detail in Exhibit A and shall include structure and schedule of comprehensive transportation planning public participation activities by assembling and analyzing available data, synthesizing information gained into a "Origin and Destination Study" document formatted for easy reading and viewing on screens, and making updates to the existing travel demand model.

**SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

**2.1 Services Requiring Authorization in Advance**

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.7, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

- 2.1.1 Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, or method of financing; and revising previously accepted

studies, reports or design documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.

- 2.1.2 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto).
- 2.1.4 Services during out-of-town travel required of CONSULTANT other than visits to the site, attendance at OWNER'S office as required by Section 1, or other services as detailed in Exhibit A.
- 2.1.5 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and providing other special field surveys.
- 2.1.6 Preparing to serve or serving as consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services).
- 2.1.7 Additional services in connection with the Project, excluding services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

**OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:**

- 3.1 The Community Planning and Development Services Director or their designee shall act as OWNER'S representative with respect to the services to be rendered under this Agreement. The Community Planning and Development Services Director shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to CONSULTANT'S services for the Project.

- 3.2 Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- 3.3 Examine all studies, reports, sketches, drawings, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 3.4 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services.
- 3.5 Furnish or direct CONSULTANT to provide Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1 The CONSULTANT'S period of service shall complete the scope of work stated in Exhibit A by September 30, 2014, provided a written "Notice to Proceed" is issued by December 3, 2013. The CONSULTANT'S services shall be provided in general accordance with the schedule as defined in Exhibit B.

#### **SECTION 5 - PAYMENTS TO CONSULTANT**

##### **5.1 Methods of Payment for Services and Expenses of CONSULTANT**

5.1.1 *For Basic Services.* OWNER shall pay CONSULTANT for Basic Services rendered under Section 1 as detailed in Attached Exhibit A in an amount not-to-exceed \_\_\_\_\_), **including reimbursable expenses**, as detailed in attached Exhibit D "Cost Estimate".

5.1.1.1 *Direct Labor Costs and Overhead.* Direct labor costs and overhead shall be paid at a rate equal to CONSULTANT'S salary cost time the allowable overhead rate as determined by audit, in accordance with 48 CFR Part 31 as shown on attached Exhibit C "Billing Rates" for all Basic Services rendered on the Project.

5.1.1.2 The approval and acceptance of the billing rates as detailed in attached Exhibit "C" will be contingent upon CONSULTANT providing the required cost breakdowns to verify that costs are in compliance with 48 CFR Part 31 and 23 CFR Part 172.

5.1.1.3 OWNER shall pay CONSULTANT the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses approved by OWNER. The term Reimbursable Expenses has the meaning assigned to it in paragraph 5.4 in accordance with 48 CFR Part 31.

5.1.2 *For Additional Services.* OWNER shall pay CONSULTANT for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For additional services of CONSULTANT'S principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 on the same basis as outlined in paragraphs 5.1.1.1, 5.1.1.2 and 5.1.1.3.

## **5.2 Times of Payments**

5.2.1 CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT'S monthly statements.

For these services the OWNER shall make prompt monthly payments to the CONSULTANT based on monthly billings submitted by the CONSULTANT up to 90% of the maximum fee for each Task as shown on Exhibit D, "Cost Estimate". The remaining 10% shall be due upon approval of the Final Report for the Project as accepted by OWNER.

## **5.3 Other Provisions Concerning Payments**

5.3.1 If OWNER fails to make any payment due CONSULTANT for services and expenses within forty-five (45) days after receipt of CONSULTANT'S statement the CONSULTANT may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

5.3.2 In the event of termination by OWNER upon completion of any phase of Basic Services, progress payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, CONSULTANT also will be reimbursed for the charges of independent professional associates and consultants employed by CONSULTANT to render Basic Services incurred through such phase. In the event of any such termination, CONSULTANT will be paid for unpaid Reimbursable Expenses previously incurred.

5.3.3 The employees of CONSULTANT, professional associates and consultants, whose time is directly assignable to the program shall keep and sign a time record showing the element of the Project, date and hours worked, title of position and compensation rate.

5.3.4 *Records.* The CONSULTANT shall maintain an accurate cost keeping system as to all costs incurred in connection with the subject to this Agreement and shall produce for examination books of accounts, bills, invoices and other vouchers or certified copies there under if originals be lost at such reasonable time and place as may be designated by the OWNER and shall permit extracts and copies thereof to be made during the contract period and for three years after the date of final payment to CONSULTANT.

All personnel employed by CONSULTANT shall maintain time records for time spent performing work on study described in this Agreement for a period of three years from the conclusion of the study. Time records and payroll records for said personnel shall be similarly retained by CONSULTANT for a period of three years from the conclusion of the study.

Upon reasonable notice, the CONSULTANT will allow OWNER auditors to audit all records of the CONSULTANT related to this Agreement. These records shall be clearly identified and readily accessible. All records shall be kept for a period of three (3) years after final payment under Agreement is made and all other pending matters are closed.

5.3.5 *Inspection of Work.* The CONSULTANT shall, with reasonable notice, afford OWNER or representative of OWNER reasonable facilities for review and inspection of the work in this Agreement. OWNER shall have access to CONSULTANT'S premises and to all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to this Agreement.

5.3.6 *Audits.* The CONSULTANT shall, with reasonable notice, afford representatives of the OWNER reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he may require; shall produce and exhibit such books, accounts, documents and property as he may determine necessary to inspect and shall, in all things, aid him in the performance of his duties.

5.3.7 Payment shall be made subject to audit by duly authorized representatives of the OWNER. Payment as required in 49 CFR 26.29:

The CONSULTANT shall pay subcontractors or suppliers within 15 days of receiving payment for work that is submitted for progress payment by the OWNER. If the CONSULTANT withholds payment beyond this time

period, written justification by the CONSULTANT shall be submitted to the OWNER upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the OWNER may withhold future estimated payments and/or may direct the CONSULTANT to make such payment to the subcontractor or supplier. Prompt payment deviations will be subject to price adjustments.

- 5.3.8 In the event the service to the contract is terminated by the OWNER for fault on the part of the CONSULTANT, the agreement shall be null and void, and, the OWNER shall be entitled to recover payments made to the CONSULTANT on the work which is the cause of the at-fault termination. The CONSULTANT shall be paid only for work satisfactorily performed and delivered to the OWNER up to the date of termination. After audit of the CONSULTANT'S actual costs to the date of termination and after determination by the OWNER of the amount of work satisfactorily performed, the OWNER shall determine the amount to be paid the CONSULTANT.

#### **5.4 Definitions**

- 5.4.1 Reimbursable Expenses means the actual expenses incurred by CONSULTANT or CONSULTANT'S independent professional associates or consultants directly in connection with the Project, including expenses for: transportation and subsistence incidental thereto; reproduction of reports, graphics, and similar Project related items; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.0 as determined in accordance with CONSULTANT'S normal accounting practices. All costs must be accumulated and segregated in accordance with Consultant's normal business practice and FAR Part 31.

#### **5.5 Ownership of Data**

Documents and all products of this Agreement are to be the property of the OWNER. Any reuse of documents for extensions of the Project or other projects shall be at the OWNER'S sole risk and liability.

#### **5.6 Publication and Release of Information**

The CONSULTANT shall not copyright material developed under this Agreement without written authorization from the OWNER. The OWNER reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

## **5.7 Acquisition of Property or Equipment**

The acquisition of property or equipment will be in accordance with 49 CFR 18.32.

## **5.8 Independent Consulting and Subcontracting**

While performing services hereunder, CONSULTANT is an independent contractor and not an officer, agent, or employee of the City of Rapid City.

Any employee of the CONSULTANT engaged in the performance of services required under the agreement shall not be considered an employee of the OWNER, and any and all claims that may or might arise under the Worker's Compensation Act of the State of South Dakota on behalf of said employees or other persons while so engaged and any and all claims made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered herein by the CONSULTANT shall in no way be the obligation or responsibility of the OWNER.

CONSULTANT shall perform all work except specialized services. Specialized services are considered to be those items not ordinarily furnished by CONSULTANT which must be obtained for proper execution of this Agreement. Specialized services required by the study, if any, will be provided pursuant to Section 2 of this Agreement.

Neither this Agreement nor any interest therein shall be assigned, sublet or transferred unless written permission to do so is granted by the OWNER. Subcontracts are to contain all the required provisions of the prime contract as required by 49 CFR Part 18, definitions.

## **5.9 Personnel Employment**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fees, commission, percentage, brokerage fee, gift or contingent fee.

## **5.10 Nondiscrimination/ADA**

The CONSULTANT agrees to comply with the requirements of Title 49, CFR Part 21 and Title VI of the Civil Rights Act of 1964. The CONSULTANT agrees to submit upon request quarterly Title VI (Civil Rights) State of Contractor reports to the State. The CONSULTANT agrees to provide services in compliance with the Americans With Disabilities Act of 1990.

### **5.11 Claims**

To the extent authorized by law, the CONSULTANT shall indemnify and hold harmless the OWNER, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorney fees to the extent such claims are caused by any negligent performance of professional services by, the CONSULTANT, its employees, agents, subcontractors or assignees.

To the extent authorized by law, the OWNER shall indemnify and hold harmless the CONSULTANT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorney fees, to the extent such claims are caused by OWNERS negligent acts in connection with the PROJECT and acts of its employees, agents, subcontractors or assignees.

It is further agreed that any and all employees of either party, while engaged in the performance of any work or services, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of South Dakota on behalf of said employees, while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the other party.

### **5.12 Acceptance and Modification**

This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled after consultation with, and approval in writing by, the parties to this Agreement.

### **5.13 Termination or Abandonment**

The CONSULTANT and the OWNER share the right to terminate this Agreement upon giving thirty (30) days written notice of such cancellation to the other party. If this Agreement is terminated under this paragraph, CONSULTANT shall deliver to OWNER all work product produced up to the time of termination. OWNER shall reimburse CONSULTANT for all work completed to the date of termination.



In the event the CONSULTANT breaches any of the terms or conditions hereof, this Agreement may be terminated by the OWNER at any time with ten (10) days written notice and an opportunity to cure. If termination for such a default is effected by the OWNER, any payments due to CONSULTANT at the time of termination may be adjusted to cover any additional costs to the OWNER because of CONSULTANT'S default. Upon termination the OWNER may take over the work and may award another party an agreement to complete the work under this Agreement. If after the OWNER terminates for a default by CONSULTANT it is determined that CONSULTANT was not at fault, then the CONSULTANT shall be paid for eligible services rendered and expenses incurred up to the date of termination.

## **SECTION 6 – GOVERNING LAW**

This agreement and any dispute arising out of this agreement shall be governed by the laws of the State of South Dakota.

### **6.1 Forum Selection**

Any dispute arising out of this contract shall be litigated in the Circuit Court for the 7<sup>th</sup> Judicial Circuit, Rapid City, South Dakota.

### **6.2 Compliance Provision**

The CONSULTANT shall comply with all federal, state and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CONSULTANT shall procure all licenses, permits or other rights necessary for the fulfillment of its obligation under the Agreement.

## **SECTION 7 – MERGER CLAUSE**

This written agreement which includes the Request for Proposals and associated exhibits, to include Exhibit A Scope of Work, Exhibit B Schedule, Exhibit C Billing Rates, Exhibit D Cost Estimate and Appendix A constitute the entire agreement of the parties. No other promises or consideration are a part of this agreement.

## **SECTION 8 – COMPLIANCE WITH CLEAN AIR ACT**

Consultant stipulates that any facility to be utilized in the performance of this contract, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the OWNER and the State Department of Transportation shall be promptly notified of the receipt by the CONSULTANT of any communication from the Director, Office of Federal Activities, EPA, indication that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

## **SECTION 9 – NON-DISCRIMINATION/AMERICANS WITH DISABILITIES ACT**

The Metropolitan Planning Organization will comply with the requirements of Title 49, CFR Part 21 and Title VI of the Civil Rights Act of 1964, the latter identified as Appendix A, attached to and made a part of this Agreement. The Metropolitan Planning Organization will submit, upon request, quarterly Title VI (Civil Rights) State of Contractor reports to the STATE. The Metropolitan Planning Organization will provide services in compliance with the Americans With Disabilities Act of 1990, and any amendments.

## **SECTION 10 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

CONSULTANT certifies, by signing this agreement that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

## **SECTION 11 – INSURANCE AND REPORTING**

Before the CONSULTANT begins providing service, the CONSULTANT will be required to furnish the OWNER the following certificates of insurance and assure that the insurance is in effect for the life of the contract:

- A. Commercial General Liability Insurance: CONSULTANT shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: CONSULTANT agrees to procure and maintain professional liability insurance or miscellaneous professional liability Insurance with a limit not less than \$1,000,000.00.

The insurance provided for general liability and errors and omissions shall be adequate for the liability presented, and shall be written by an admitted carrier in the State of South Dakota.

- C. Business Automobile Liability Insurance: CONSULTANT shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
- D. Worker's Compensation Insurance: CONSULTANT shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the CONSULTANT shall furnish the OWNER with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the OWNER. The CONSULTANT shall furnish copies of insurance policies if requested by the OWNER.

## **SECTION 12- REPORTING**

CONSULTANT agrees to report to the OWNER any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject CONSULTANT, or the OWNER or its officers, agents or employees to liability. CONSULTANT shall report any such event to the OWNER immediately upon discovery.

CONSULTANT'S obligation under this section shall only be to report the occurrence of any event to the OWNER and to make any other report provided for by their duties or applicable law. CONSULTANT'S obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the OWNER under this section shall not excuse or satisfy any obligation of CONSULTANT to report any event to law enforcement or other entities under the requirements of any applicable law.

## **SECTION 13 – DISCLOSURE TO REPORT LOBBYING**

CONTRACTOR certifies, to the best of CONTRACTOR'S knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on CONTRACTOR'S behalf, to any person for 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 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 a Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title



acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

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Notary Public

My Commission Expires:

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(SEAL)

**Address for Giving Notices:**

City of Rapid City  
Community Planning and Development Services  
300 Sixth Street  
Rapid City, South Dakota 57701

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**Professional Services Agreement  
Scope of Services  
Rapid City Origin and Destination Study**

The study needs to include, but not be limited to, the following tasks:

- 1) Methods and Assumptions: The consultant shall facilitate a meeting to determine the assumptions to be used during the course of the study. Resulting from that meeting, the consultant shall develop a Methods and Assumptions Document in accordance with the attached *Methods and Assumptions Template for SDDOT Planning Studies*.
  - Study and Survey Plan: The consultant will propose, in writing, a detailed study/survey plan for review by RCMPO. The consultant will provide survey methods and a schedule of events. Following such review, the consultant will refine the methodology and schedule as appropriate.
  
- 2) Conduct Market Research Study and Survey: A long range transportation market research study and statistically valid survey will be initiated to assess the needs and desires of users of the Rapid City Area transportation system. The information will be used to guide the preparation of the Long Range Transportation Plan (LRTP) Update for the Rapid City Area MPO. The market research study may include but is not limited to the involvement of focus groups and surveys to determine the public's perception of the MPO area's current transportation system, recommendations on transportation policy and the establishment of a list of seed projects for the LRTP Update. Some examples of issues to be discussed should include congestion, proposed street and highway safety, bicycles, pedestrians, transit, freight, underrepresented populations, Intelligent Transportation System (ITS) measures, transit, livability, sustainable transportation and proposed construction projects. A 25-year planning horizon for the LRTP Update will be followed as a basis for all projects.

The current guiding goals and objectives of the Long Range Transportation Plan (LRTP) are:

**GOAL I**

To develop and maintain a transportation system that will be coordinated with land use patterns and will incorporate all available modes of transportation into a safe, efficient, and effective system of moving goods and people within and through the community.

**OBJECTIVES**

- Maintain and enhance the transportation planning process in accordance with recognized planning practices.
- Reduce accidents, injuries, and fatalities.

- Minimize travel times, travel costs, and congestion.
- Coordinate the development of the street system of the community with all state and local governments, both within and surrounding the planning area.
- Develop and adopt a capital improvements program governing transportation projects throughout the community.
- Maintain and upgrade existing facilities at the Rapid City Regional Airport.
- Establish a coordinated public transportation system at a level commensurate with community needs.
- Provide for an effective bicycle and pedestrian transportation system for the Rapid City area.
- Reduce congestion by improving traffic signal coordination.
- Coordinate transportation and land use planning efforts.
- Minimize motor vehicle, rail, bicycle, and pedestrian conflicts.
- Maintain mobility on key roadways through effective access and parking management.
- Identify and preserve rights-of-way for anticipated future transportation needs.
- Maintain the existing transportation system in a high quality and effective manner.

## **GOAL II**

To enhance the economic stability of the community by improving the area's overall accessibility.

## **OBJECTIVES**

- Maintain a strong urban core by providing adequate transportation facilities for economic activities of all kinds in the core area.
- Strengthen the Rapid City area's role as a regional retail, service, entertainment, tourism, and aviation center by providing adequate transportation facilities.
- Provide adequate and convenient close-in parking in the central business district area to encourage economic development.
- Promote the cohesiveness of the community by providing for equitable accessibility to employment, health, educational, and shopping facilities in the community.
- Minimize neighborhood disruption by transportation facilities.
- Provide improved mobility for the elderly/physically challenged.
- Provide for efficient movement of freight.

### **GOAL III**

To identify and preserve the environmental, social, and cultural resources of the community.

#### **OBJECTIVES**

- Conserve natural resources.
- Encourage car pooling and other ridesharing programs.
- Work closely with state and local air quality agencies to insure an integrated transportation/air quality planning effort.
- Strengthen efforts to implement hard surfacing of unpaved streets, alleys, and parking lots.
- Incorporate environmental and aesthetic considerations in the design process.
- Minimize disruption of the natural environment.
- Preserve open space.
- Protect prime agricultural land.

### **GOAL IV**

To actively seek input from the community and to utilize that input in the transportation planning process.

#### **OBJECTIVES**

- Encourage citizen participation in the planning and design of transportation facilities.
- Preserve integrity of neighborhoods.
- Provide for continuing development/refinement of goals.
- Encourage public meetings/hearings on transportation issues.
- Actively support a transportation citizens' advisory committee.

The document will be in conformance with the requirements of all applicable state and federal guidelines regarding the use of transportation planning funds.

- 3) Draft and Final Report: The consultant will prepare a draft report and a final report about the long-range transportation market research study and survey. The report will include a stand-alone Executive Summary and will also include sections concerning:

- project objectives;
- study methodology;
- survey method;
- summarized results; and



- appendices—all data and comments captured during the public meetings, including but not limited to surveys, open houses, focus groups, and websites.
- 4) Public Involvement: The LRTP Update will involve the participation and feedback from the Study Advisory Team, the Citizen Advisory Committee and the Technical Coordinating Committee. The public participation process will strive to educate and learn about transportation issues from all citizens in the Rapid City Area MPO. This will include open houses, focus groups, meeting presentations, surveys, websites and informal comments. The consultant shall provide a public participation plan for this study.
  - 5) Public Input Period: The consultant shall allow for the public to provide input into the study for a minimum period of two (2) weeks following each public meeting.
  - 6) Webpage: The consultant team shall provide RCMPO a webpage dedicated to the study as it becomes available. The webpage will be organized in such a way that will help dispense information to the public regarding the status of the study, public meeting announcements, presentations, meeting summaries, and all reports. The webpage can be used to assist in data gathering through web surveys and for other public participation actions as deemed appropriate as long as adequate advertising can be provided. The pages will be active at least 10 days prior to the first public meeting and shall remain active for a period of at least six (6) months after completion of the study to allow public access to the final report.
  - 7) Project Deliverables: The consultant shall provide the following items to the RCMPO contact person:
    - Study Update in word processing format (Microsoft® Word) or as Portable Document Format (Adobe® .pdf) of the study's progression due March 31, 2014. If the study completion date needs to be extended, study updates will be expected around the 15<sup>th</sup> of every other month beginning on August 15, 2014 until submittal of the draft final report.
    - If necessary, any GIS shapefiles (ESRI ArcMap® \*.shp) in State Plane coordinate system (NAD 1983, South Dakota South) compatible with Meade and Pennington Counties' existing coordinate system.
    - An electronic copy, in word processing format (Microsoft® Word) and Portable Document Format (Adobe® .pdf), of the draft final report and executive summary.
    - Fifteen (15) printed copies of the draft report and executive summary
    - Fifteen (15) printed copies of the final report and executive summary
    - An electronic copy, in word processing format (Microsoft® Word) and Portable Document Format (Adobe® .pdf), of the complete final report and the complete executive summary.
    - Copies of any pertinent working papers and electronic files created during the project.

After the Staff's review of the draft reports, the RCMPO's contact person will advise the consultant as to its acceptability and will request any changes that may be desired. The executive summary and final report shall be due to RCMPO's contact person seven (7) days prior to the study's completion date.

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### **Professional Services Agreement Assurances**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended (hereinafter referred to as the “Regulations”), incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, national origin, sex, age or disability 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 under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, national original, sex, age or disability.
- (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 the South Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. 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 the South Dakota Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain this information.
- (5) Sanctions for Noncompliance: In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the South Dakota Department of Transportation shall impose such contract 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, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the South Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event of a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the South Dakota Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter such litigation to protect the interests of the United States.

**Professional Services Agreement  
Debarment**

**CERTIFICATION FOR DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY  
MATTERS**

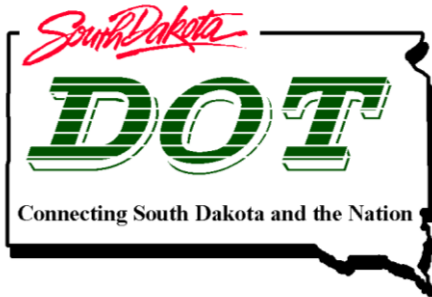
The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental agency(federal, state or local) with commission of any of the offenses listed in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

The CONSULTANT certifies that if it becomes aware of any later information that contradicts the statements of paragraph (1) through (4) above, it will promptly inform the City of Rapid City.

**Attachment C**

**Methods and Assumptions Process**



**METHODS & ASSUMPTIONS PROCESS TEMPLATE**

FOR PLANNING STUDIES WITHIN A MPO

THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

IN CONJUNCTION WITH

THE FEDERAL HIGHWAY ADMINISTRATION

May 29, 2012

## **Methods and Assumptions Process Template for Planning Studies within a MPO**

The Methods and Assumptions (M&A) process is the formalized practice of developing and recording the data criteria, data assumptions, data collection procedures, data analysis methodologies, and data measures of effectiveness that will be needed in a federally funded planning study. This process only pertains to planning studies utilizing Federal Statewide Planning & Research (SPR) and/or MPO Planning (PL) funds where the SDDOT has oversight.

The M&A process is to be dynamic, and should be revisited when changed conditions warrant. The process should result in the highest level of success for SDDOT and MPO planning studies by providing for an early agreement on details and documentation of the processes, dates, and decisions made by the study analysis team.

The process consists of two steps:

1. The Methods & Assumptions Meeting
2. The Methods & Assumptions Document

### **Methods and Assumptions Meeting**

A Methods and Assumptions meeting is to be held near the beginning of the study, usually after the study's kick-off meeting. The meeting shall be held prior to beginning any traffic analysis and preferably prior to any traffic data collection by consultant forces. The meeting is to be organized by the consultant (or the responsible agency if being done in-house) and attended by at least one member from the Study Advisory Team representing a signatory agency to the Methods and Assumptions document. The meeting shall discuss the proposed traffic analysis tool(s) and approach to be used, the study area, time period(s) for analysis, traffic data availability and collection need, planning design year, opening date (if known), travel demand forecasts, baseline conditions, planning design year conditions, measures of effectiveness, and model calibration confidence level.

If the study involves the creation of an Interchange Justification Report (IJR) and/or Interchange Modification Justification Report (IMJR), the meeting should also discuss how much detail will need to be included in each of FHWA's eight policy points for Interstate access modification.

### **Methods and Assumptions Document**

The Methods and Assumptions document will be developed as a summation of the Methods and Assumptions Meeting and also serves as a historical record of the process, dates, and decisions made by the study team at that meeting.

The following information should be part of a Methods and Assumptions Document. The document shall provide sufficient detail and clarified with graphics, tables, maps, analyses, and supporting documentation when necessary. The

document shall meet the satisfaction of all signatory parties. The consultant team shall not proceed with any study activities beyond data collection until receipt of a fully signed Methods and Assumptions Document.

**1. Methods and Assumptions Cover Page**

The Cover Page shall at a minimum contain the Study Title, the Author(s)'s Name and Firm(s), and the date of the Methods and Assumptions meeting.

If the Methods and Assumptions document needs to be amended, the cover page should, in addition to above, show the amendment number and the amendment date for each amendment.

**2. Stakeholder Acceptance Page**

The page following the cover page of the Methods and Assumptions document shall be the Signature Acceptance page. It should state at the beginning of the page:

“The undersigned parties concur with the Methods and Assumptions for the <Title of Study> as presented in this document.”

MPO:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SDDOT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

FHWA:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

If the Methods and Assumptions document needs to be amended, the stakeholder acceptance page shall include another set of signature blocks led by the statement:

“The undersigned parties concur with Amendment <#> to this document.”



The following notes, if agreed by the Methods and Assumptions meeting participants, may go at the bottom of the signature page:

(1) Participation on the Study Advisory Team and/or signing of this document does not constitute approval of the <Title of Study>'s Final Report or conclusions.

(2) All members of the Study Advisory Team will accept this document as a guide and reference as the study progresses through the various stages of development. If there are any agreed upon changes to the assumptions in this document a revision will be created, endorsed and signed by all the signatories.

### **3. Introduction and Project Description**

The document should begin with a description of the study and include:

- Background Information,
- Location,
- Need for Study,
- Study Schedule,
- Facilities that will be affected by the study,
- Previous Studies,
- Study Advisory Team members,

This section should also define the complexity of the study.

### **4. Study Area**

The study area defined by the Study Advisory Team in the Request for Proposal document shall be discussed and verified at the Methods and Assumptions meeting. The Methods and Assumptions document will clarify the study area boundaries on a map and include a written description of affected interchanges, intersections and streets. The document shall identify specific intersections and interchanges within the study area that will be analyzed and to what level.

### **5. Analysis Years/Periods**

Design / Operational analysis should be included for existing conditions (base year), any interim periods (as defined by the Study Advisory Team), and the planning design year (should be at least a planning horizon of 20 years) for design periods including AM and PM peak periods and any other special periods (such as special events) if relevant. The years shall be discussed and documented. For studies with a known project construction year (such as an IJR / IMJR study), the planning design year shall be a minimum of 20 years from the project construction year.

### **6. Data Collection**

The data believed to be necessary for successful completion of the study should be discussed at the Methods and assumptions meeting. The Methods and Assumptions document will:

- Describe what existing data is readily available and the source(s) of the data.
- Document and justify what data will need to be collected.
- Document and justify when the data will be collected.
- Document and justify the methods of data collection to be used.

#### **7. Traffic Operations Analysis**

Describe what software and version will be used for analysis or modeling of traffic operations. The most recently released version of any software as of the date of the Methods and Assumptions document's creation should be used.

Document what analysis variables will need to be collected and verified and which analysis variables will use data defaults. Document and justify the value of the data default to be used.

#### **8. Travel Forecast**

Document what regional traffic model or trend line analysis will be used to take into account historical/projected growth rate, describe the methodology and process to be used in developing the forecast and the calibration/validation efforts that will be used (including benchmarks). Also, describe if these models are in the process of being updated at the time of publication of the methods and assumptions document. Document the assumptions that may be required if any of the regional models are in transition.

#### **9. Safety Issues**

Describe the time frame from which the crash data will be analyzed and deemed relevant to the report. And, identify other safety risks to be explored during the study.

#### **10. Selection of Measures of Effectiveness (MOE)**

Document which metrics will be goals for the study to accomplish. Target levels for each MOE used should be recorded.

If applicable, it should be noted which metrics and/or goals are to be for the entire study area and which metrics are for specific corridors and/or intersections.

#### **11. FHWA Interstate Access Modification Policy Points**

For when the study involves and/or results in an Interchange Justification Report (IJR) and/or Interchange Modification Justification Report (IMJR), a section should document the amount of detail the study will address for each of the eight (8) FHWA policy points regarding modifications to Interstate access.

**12. Deviations/Justifications**

Briefly discuss any potential known deviations from standards, why they may be necessary and the possible justifications that may be applied.

**13. Conclusion**

State why and how what is proposed will satisfy the study need.

**14. Appendices**

Include all supporting documentation, maps, and memos associated with the Methods and Assumptions meeting and/or document.