



Central Dakota Transit Development Plan

Request for Proposals
for
Transportation Planning Services

April 2025



**REQUEST FOR PROPOSALS
FOR
TRANSPORTATION PLANNING SERVICES**

The Central Dakota Metropolitan Planning Organization (MPO) requests proposals from qualified consultants for the following project:

Central Dakota Transit Development Plan

Qualifications based selection criteria will be used to analyze technical submittals from responding consultants. Upon completion of technical ranking, the MPO will enter contract negotiations with the top ranked firm. Sealed cost proposals will be required with the RFP. The cost proposal of the top-ranked firm will be opened during contract negotiations. The MPO reserves the right to reject any or all submittals. This project has a not to exceed budget of \$200,000, with \$94,428.53 (~47%) budgeted to be completed in 2025 and \$105,571.47 (~53%) budgeted to be completed in 2026.

Interested firms should contact John Van Dyke, Central Dakota MPO, PO Box 5006, Minot, ND 58702-5006. Contact can also be done via phone 701-420-4524, or by email: john.vandyke@centraldakotampo.org

All proposals received by April 28, 2025, at Noon at the MPO Office will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. The full length of each proposal should not exceed fifty (50) pages (twenty-five (25) double-sided pages, if printed) including any supporting material, charts, or tables, except for the required inclusions provided in the RFP. Electronic proposals are preferred in doc or pdf format; however, they must be easily reproducible by MPO in black-and-white. Seven (7) printed copies should be provided and the MPO will not accept spiral bound proposals; consultants are encouraged to prepare proposals in a format that will ensure for efficient disposal and are encouraged to use materials that are easily recycled. A sealed cost proposal must still be provided in hard copy by the noted due date. Submittals must be received no later than **April 28, at noon (central time)**. Hard copies of technical and/or cost proposals should be shipped to ensure timely delivery to:

John Van Dyke
Executive Director
Central Dakota MPO
PO Box 5006
Minot, ND 58702-5006
john.vandyke@centraldakotampo.org
Office: 701-420-4524
Cell: 701-721-9626

Once submitted, the quotes become the property of MPO.



TABLE OF CONTENTS

I. Purpose of Request.....	4
II. General Instructions	4
III. Preliminary Project Schedule.....	10
IV. RFP Evaluation Criteria & Process.....	11
V. Terms and Conditions	12
VI. Proposal Format and Content	13
VII. Background and Scope of Work.....	15
VIII. Information Available for Consultant.....	24
IX. Map of Project Area.....	25

Appendix A	Attachments to be Filled Out
Appendix B	Cost Proposal
Appendix C	Required Federal Contract Provisions, Title VI Assurances, and Risk Management Appendix



REQUEST FOR PROPOSALS
FOR
TRANSPORTATION PLANNING SERVICES

I. PURPOSE OF REQUEST

The MPO requests proposals from qualified consultants for the following project:

Central Dakota Transit Development Plan

The purpose of this Request for Proposals (RFP) is to provide an interested consulting firm with enough information about the professional services desired by the MPO.

A selection committee will rank submittals from responding consultants. Upon completion of the rankings, the MPO will enter into contract negotiations with the top ranked firm. Sealed cost proposals will be required with the RFP. The cost proposals of the top-ranked firm will be opened during contract negotiations. The MPO reserves the right to reject any and all submittals.

II. GENERAL INSTRUCTIONS

A. Proposal Questions and/or Comments

Any questions or comments pertaining to the proposal and corresponding process for submission should be directed to the individual identified below:

John Van Dyke
Executive Director
Central Dakota MPO
PO Box 5006
Minot, ND 58702-5006
Office Phone: 701-420-4524
Direct Phone: 701-721-9626
Email: john.vandyke@centrالدakotampo.org

B. Proposal Submission Address

Central Dakota MPO
PO Box 5006
Minot, ND 58702-5006



C. Proposal Submission Identification

Proposal for:
Central Dakota Transit Development Plan
Firm's Name
Central Dakota MPO

D. Deadline and Method of Submission

All proposals must be received by noon (central time) April 28, 2025, at which time the proposals will be opened for review. Cost proposals will remain sealed in a secure place until proposal ranking is complete and contract negotiations begin. An electronic copy and seven (7) copies of the technical proposal must be provided. One copy of the cost proposal shall be submitted in a separate, sealed, and clearly marked envelope.

E. Selection Committee

The technical proposals will be reviewed by the Selection Committee, which may include individuals from local municipalities and multi-jurisdictional bodies as follows:

- Souris Basin Transportation
- Minot City Transit
- City of Minot Engineering Department
- City of Minot Planning Division
- MPO
- Minot Area Chamber - Economic Development Corporation
- City of Minot Elected Official

Once the written proposals are received, if there are five or more proposals the Selection Committee will rank the proposals to interview the top three (3). A 40-minute interview will be scheduled for either May 8 or May 9, 2025 with the firms that submit the top three ranked proposals, if four proposals are received then all will get an interview. This 40-minute interview will provide an opportunity for the selection committee members to ask questions of the submitting firms and get clarification on any information in the proposals that may not be clear. Firms chosen for interviews will be expected to make presentations and should prepare one. The interviews may be conducted via online service. Firms may be asked to verbally expand upon points in their written proposal and should be prepared to do so.

Please note, it is never acceptable for interested consultants to reach out to potential selection committee members to discuss the RFP. Please direct all questions to the contact identified in Section II. A. Proposal Questions and/or Comments.



F. Respondent Qualifications

Respondents must submit evidence that they have relevant experience and have previously delivered services similar to the ones required. Each respondent may also be required to show that he/she has satisfactorily performed similar work in the past and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent who is engaged in any work that would impair his/her ability to perform or finance this work.

No proposal will be accepted from, nor will a subcontract be awarded to any respondent who is in arrears to MPO or its representative governments, upon any debt or contract; who is in default, as surety or otherwise, upon any obligation to the local partners; or who is deemed to be irresponsible or unreliable by the local representatives.

G. Disadvantaged Business Enterprise

In the performance of this agreement, the contractor shall cooperate with MPO in meeting DOTs goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that such business enterprises shall have maximum practical opportunities to compete for subcontract work under this agreement.

1. Policy

It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this Agreement.

2. DBE Obligation

The MPO and contractor agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under or pursuant to this Agreement. In this regard, the contractor shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have maximum opportunity to compete for and perform contracts. The contractor shall not discriminate based on race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.



H. Ownership, Publication, Reproduction, and Use of Materials

All work products of the contractor which result from this contract are the exclusive property of MPO, local partners, and its federal/state grantor agencies. No material produced in whole or part under this agreement shall, during the life of this agreement, be subject to copyright in the United States or in any other country. Permission and approval must be obtained from the MPO before any report, handbook, cassettes, manual, interim data, or results are published. Draft copies of all deliverables must be prepared by the consultant and reviewed and approved by the MPO before publication. The consultant, subject to the approval by the MPO, shall have the authority to publish, disclose, distribute, and otherwise use in whole and part, any reports, data, or other materials prepared under this agreement.

I. Records, Access, and Audits

The consultant shall maintain complete and accurate records with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. The consultant shall provide free access to the representatives of MPO, the US Department of Transportation, and the Comptroller General of the United States at all proper times to such data and records, and their right to inspect and audit all data and records of the Consultant relating to his performance under the contract; and to make transcripts there from as necessary to allow inspection of all work data, documents, proceedings, and activities related to this contract for a period of three (3) years from the date of the final payment under this contract.

J. Conflicts of Interest

No official or employee of the MPO, state, or any other governmental instrumentality who is authorized in his official capacity to negotiate, accept, or approve, or to take part in negotiating, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for the MPO, state, or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest other than his employment or retention by the MPO, state, or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by the MPO, state, or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in a project unless such interest is openly disclosed upon the public records of the MPO, the NDDOT, or such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

K. Subcontracting

The contractor may, with prior approval from the MPO, subcontract as necessary to accomplish the contract objectives. Subcontracts shall contain all applicable provisions of this agreement, and copies of the subconsultant request forms, as provided in Appendix A, must be filed with the MPO.



L. Assignments

The contractor shall not assign or transfer the contractor's interest in this agreement without the express written consent of the MPO.

M. Procurement- Property Management

The contractor shall adhere to 49 CFR 18.36 when procuring services, supplies, or equipment, and to the applicable provisions of 49 CFR 18.32 and FHWA Safety Grant Management Manual, Transmittal 14, October 5, 1995, Property Management Standards, which are incorporated into this agreement by reference, and are available from the North Dakota Department of Transportation.

N. Termination

The right is reserved by either party to terminate this agreement with or without cause at any time if the recipient does not comply with the provisions of this agreement or its attachments.

If the MPO terminates this agreement, it reserves the right to take such action as it deems necessary and appropriate to protect the interests of the MPO, and its state/federal grantor agencies. Such action may include refusing to make any additional reimbursements of funds and requiring the return of all or part of any funds that have already been disbursed.

O. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by the parties.

P. Energy Efficiency

The contractor shall comply with the standards and policies relating to energy efficiency which are contained in the North Dakota Energy Conservation Plan issues in compliance with the Energy Policy & Conservation Act, Public Law 94-163, and Executive Order 11912.

Q. Disabled

The contractor shall ensure that no qualified disabled individual, as defined in 29 USC 706(7) and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from the assistance under this agreement.



R. EPA Clean Act and Clean Water Acts

The contractor shall comply with the Clean Air Act, 42 U.S.C. 1857; the Clean Water Act, 33 U.S.C. 1251; EPA regulations under 40 CFR Part 15, which prohibits the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities, and Executive Order 11738.

S. Successors in Interest

The provisions of this agreement shall be binding upon and shall ensure to the benefit of the parties hereby, and their respective successors and assigns.

T. Waivers

The failure of the MPO or its local state/federal grantors to enforce any provisions of this contract shall not constitute a waiver by the MPO or its state/federal grantors of that or any other provision.

U. Notice

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

V. Hold Harmless

The contractor shall save and hold harmless the MPO, its officer, agents, employees, and members, and the State of North Dakota and the NDDOT, its officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the contractor or its subcontractors, agents, or employees under this agreement. It is hereby understood and agreed that any and all employees of the contractor and all other persons employed by the contractor in the performance of any of the services required or provided for under this agreement shall not be considered employees of the MPO or the NDDOT, and that any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims by any third parties as a consequence of any act or omission on the part of said contractor's employees while so engaged in any of the services to be rendered under this agreement by the contractor shall in no way be the obligation or responsibility of the MPO.

W. Compliance with State and Federal Regulations

The contractor is advised that his or her signature on this contract certifies that its firm will comply with all provisions of this agreement as well as applicable state and federal laws, regulations, and procedures. Moreover, the contractor affirms its compliance with the required state and federal contract provisions as provided in Appendices C and D.



III. PRELIMINARY PROJECT SCHEDULE

A. Consultant Selection

Advertise RFP to Qualified Firms	April 7-28, 2025
Receive Proposals	Noon on April 28, 2025
Review Proposals	April 28 – May 2, 2025
Select Interview Finalists & Notify	May 2, 2025
Interview the Finalists	May 8-9, 2025
Notify the Finalist	May 12, 2025
Contract Negotiations Completed	May 12 – May 20, 2025
MPO Policy Board Approval	May 22, 2025

B. Project Development

Notice to Proceed	June 16, 2025
Actionable Data/Information Deliverable	April 6, 2026
Full Preliminary Draft	June 2, 2026
Full Final Draft	July 7, 2026
Presentation of Final Draft to Minot City Council	July 20, 2026
Presentation of Final Draft to Surrey City Council	July 20 – August 11, 2026
Presentation of Final Draft to TAC	August 11, 2026
Presentation of Final Draft to Policy Board	August 27, 2026
Anticipated Project Completion	September 4, 2026



IV. RFP EVALUATION CRITERIA & PROCESS

The Committee will determine which firm would best provide the services requested by the RFP. When choosing a consulting firm, the MPO will have a two (2) step process. The proposal evaluation will evaluate the proposal that the firm sends the MPO. The interview evaluation will be based on the interview with the firm. The MPO in close coordination with members of the Selection Committee will evaluate the proposals based on, but not limited to, the following criteria and their weights:

A. Proposal Evaluation Criteria and Weight

1. Demonstrates understanding of the scope of work and local factors. Shows how firm proposes to approach, resolve challenges, and encourage new ideas that improve the end project. **(Weight 25%)**
2. Demonstrates the firm's designated team members' knowledge and experience to successfully address the scope of work. **(Weight 25%)**
3. Demonstrates the firm's designated team members' history of timely performance, quality, and integrity, as evidenced by a list of client references. Demonstrates the firm's approach to managing resources and project output. **(Weight 15%)**
4. Demonstrate experience, expertise, qualifications, and credentials of project manager, key personnel, and subconsultant team members. Project team should indicate other significant projects being worked on, the percent of involvement, and probable completion date of the individual's work on the project. **(Weight 25%)**
5. Provide a time schedule for completion of each task and the entire project, with appropriate time for review. Demonstrate the project team has the resources necessary to complete the project. **(Weight 10%)**

B. Interview Evaluation Criteria and Weight

1. Observations on existing conditions and key project information. **(Weight 20%)**
2. Identification of key issues or problems that will need to be considered and any initial thoughts on how to resolve issues or problems. **(Weight 25%)**
3. Innovative approaches and concepts. **(Weight 25%)**
4. Experience and capabilities in development of similar studies of both key personnel and the project team. **(Weight 20%)**
5. Quality of interview. Comment on specific reasons why the firm should be selected for the project. **(Weight 10%)**

Each proposal will be evaluated on the above criteria by the Selection Committee. The interview and proposal scores will be combined to have a final score. The firm with the best final score will be contacted for contract negotiations. The qualifying firm chosen by the Selection Committee will enter a contract and fee negotiation based on the sealed cost proposal, submitted in a separate envelope.

The MPO is an Equal Opportunity Employer.



V. TERMS AND CONDITIONS

A. Rejection of Quotes and Selection of Next Most Qualified Firm

The MPO reserves the right to reject any or all quotes, 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.

B. Requests for Clarification/Additional Information

The MPO reserves the right to request clarification of information submitted and to request additional information about one or more applicants.

C. Right to Withdraw Proposals

Any proposal may be withdrawn up until the date and time set for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 90 days (about 3 months), to provide to the MPO the services set forth in the attached specifications, or until one or more of the quotes have been approved by the MPO Policy Board.

D. Termination of Contract

If, through any cause, the firm shall fail to fulfill in a timely and proper manner the obligations agreed to, the MPO 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.

E. MPO-approved Contract Required

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

F. No Assignment Without Prior Consent

The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the MPO.



VI. PROPOSAL FORMAT AND CONTENT

Proposals shall include the following sections at a minimum:

1. Introduction and Executive Summary
2. Response to Administration Questions
3. Summary of Proposed Technical Process/Planning Process
4. Description of Similar Projects within the last 5 years and key staff assigned to them.
5. Project Staff Information including breakdown of estimated staff hours by each staff class per task.
6. References
7. DBE/MBE Participation
8. Sealed Cost Proposals (in a separate envelope)

Detailed requirements and directions for preparation of each section are outlined below.

A. Introduction and Executive Summary

Provide the following information concerning your firm:

1. Firm name and business address, including telephone number and email address.
2. Year established (including former firm names and year established, if applicable).
3. Type of ownership and parent company, if any.
4. Project manager's name, mailing address, and telephone number, if different from item 1. Project manager's experience.

In the Executive Summary, highlight the major facts and features of the proposal, including any conclusions, assumptions, and recommendations you desire to make.

B. Administrative Questions

Provide the following information concerning your firm:

1. The name, title, address, and telephone number of the respondent's authorized negotiator. The person cited shall be empowered to make binding commitments for the respondent firm.
2. Workload and manpower summaries to define respondent's ability to meet project timeline.



C. Summary of Proposed Technical Process

Discuss and clearly explain the methodology that your firm proposes to use to satisfactorily achieve the required services on this project. The respondent must document a clear understanding of the RFPs entire scope of work and project intent (see VII of RFP) for the background and scope of work, including project management, public engagement, existing service review, fixed route service planning, financial analysis, governance study, policy guidance, and peer performance review. Include all aspects of technical analysis, projections, advanced technology and software, and public participation processes. Address any unique situations that may affect the timely, satisfactory completion of this project.

D. Project Staff Information

Provide a complete project staff description in the form of a graphic organization chart, a staff summary that addresses individual roles and responsibilities, and resumes for all project participants. Please provide staff information breakdown of estimated staff hours by each staff class per task. It is critical that contractors commit to levels of individual staff members' time to be applied to work on this project. Variance from these commitments must be requested in writing from the MPO and reviewed/approved in terms of project schedule impact.

The completion of the scope of work in this agreement by the contractor must be done without any adverse effect in any way on other contracts that the contractor currently has in place with the MPO.

E. Similar Project Experience

Describe similar types of studies/construction projects completed or currently under contract.

F. References

Provide References of three clients for whom similar work has been completed.

G. DBE/MBE Participation

Present the consultant's efforts to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified by the NDDOT as a DBE/MBE shall be included in the proposal. If the consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the subcontractor's certification by either the NDDOT shall be included. The percentage of the total proposed cost to be completed by the DBE shall be shown.



H. Cost Quotes/Negotiations

1. Cost Quotes

Submit in a separate sealed envelope a cost proposal for the project work activities. Cost proposals will be separated from technical proposals and secured unopened until the technical evaluation process is completed. Cost Proposals shall be based on hourly “not to exceed” amount. Cost proposals must be prepared using the format provided in Appendix B. Attached to the Cost Proposal, the Certification of Indirect Rate Form also provided in Appendix B should be filled out.

2. Contract Negotiations

The MPO will negotiate a price for the project after the Selection Committee completes its final ranking of the consultants. Negotiation will begin with the most qualified consultant, based on the opening of their sealed cost proposal. If the MPO is unable to negotiate a fair and reasonable contract for services with the highest-ranking firm, negotiations will be formally terminated, and will begin with the next most qualified firm. This process will continue until a satisfactory contract has been negotiated.

The MPO reserves the right to reject any, or all, submittals.

VII. BACKGROUND AND SCOPE OF WORK

A. Background

Minot City Transit is the transit provider for the MPO region. Minot City Transit maintains eight (8) fixed routes and is actively working to contract paratransit services, which are presently provided by Souris Basin Transportation.

The Central Dakota MPO, in conjunction with Minot City Transit, seeks to establish a Transit Development Plan to evaluate fixed route, paratransit, and demand response services throughout the MPO region. A similar plan was adopted in 2013 and links to the plan documents are provided here:

[Executive Summary](#)

[Volume 1 – Existing Conditions](#)

[Volume 2 – Service Plan](#)

As a byproduct of the 2020 Decennial Census, Minot City Transit is transitioning from rural to urban funding formulae. There are substantial differences in federal funding availability and corresponding requirements that could impact long-term services provided by Minot City Transit and the City of Minot seeks data, information, and guidance on how best to implement changes, if any.



The Central Dakota Transit Development Plan (Plan) should provide both short-term (<5 years) and moderate-to-longer-term (5-10+ years) guidance and include several elements that are explained in greater detail in VII. B. Scope of Work. These include:

1. Project Management
2. Public Engagement
3. Existing Service Review
4. Fixed Route Service Planning
5. Financial Analysis
6. Governance Study
7. Policy Guidance
8. Peer Performance Review

The City of Minot seeks adequate data, information, and guidance to be provided to inform the 2027 municipal budgeting process that begins April 2026. However, assemblage and refinement of the preliminary draft and final versions of the plan are not required to be completed until June and July 2026 respectively.

B. Scope of Work

The MPO is seeking a consultant that can provide a holistic assessment of fixed route, paratransit, and demand response services MPO-wide. The MPO, in conjunction with Minot City Transit, has reviewed and identified numerous elements that must be addressed in order for the City of Minot to make informed decisions surrounding the future of transit services in the area.

In addition, the MPO desires the Central Dakota Transit Development Plan (Plan) to function as the Minot City Transit Coordinated Public Transit-Human Services Transportation Plan (Coordinated Plan). The MPO recognizes that establishing the Plan with the necessary elements of a Coordinated Plan is a matter of approach by being intentional at various phases of Plan-creation.

The outline below is a proposed scope of work that will guide the development of the Central Dakota Transit Development Plan (Plan). The MPO includes the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate development of the Plan.



The outline, in order to provide additional context to the respective task and where applicable, provides references to other transit plans from other areas in the nation that are desired to be emulated. The consultant may include in the proposal additional performance tasks that will integrate innovative approaches to successfully complete the project. At a minimum, the consultant will be expected to establish detailed analyses, recommendations, and/or deliverables for the following tasks:

1. Project Management

The consultant will be required to manage the study and coordinate with subconsultants, as well as bearing responsibility for all documentation and equipment needs. The consultant will identify a project lead from their team to act as the direct point of contact for the MPO project manager.

The consultant should expect bi-weekly progress meetings with the MPO project manager. Additionally, the consultant should expect to prepare monthly progress reports, documentation of all travel and expense receipts, and prepare and submit invoices monthly. When submitting progress reports, the consultant will be required to outline the following performed work during the reporting period:

- Upcoming tasks
- Upcoming milestones
- Status of scope and schedule
- Any issues to be aware of

Deliverable: A monthly progress report and detailed invoice. The monthly progress report should be sent to the project manager one week prior to the monthly Technical Advisory Committee (TAC) meeting in order to be included on the agenda.

2. Community Engagement

Exceeding the minimum requirements as outlined in the MPO's adopted Public Participation Plan (PPP), the consultant will develop and implement an extensive community engagement program that seeks to gain input from transit users and community members. Broad-based community engagement is considered critical to the success of this plan.

It is imperative to consider the public and keep them informed of the planning activities and outcomes using strategies that include use of the internet and social media. Providing information to the MPO and other regional jurisdictions for posting on their websites will be required. The use of new and innovative public engagement solutions to gain input from typically difficult-to-reach populations is highly encouraged.

a) Steering Committee

The consultant will use a Steering Committee (Committee) to provide input and oversight throughout the study process. The Committee will meet as



needed to provide input and guidance through the study process, particularly on key decision points in the study. The consultant will be responsible for providing all information (support information such as maps, etc.) to be discussed at the Committee meetings eight days prior to the meeting. The consultant will prepare clear and concise briefings to present to the Committee. The consultant should expect at least four (4) meetings with the Committee, which can be coordinated with public involvement activities to make the most efficient use of any travel expenditure. The Committee meetings need to have a virtual option.

Members of the Steering Committee may include:

- Souris Basin Transportation
- Minot City Transit
- City of Minot Engineering Department
- City of Minot Planning Division
- MPO, including:
 - Executive Director
 - Select TAC Member(s)
 - Select Policy Board Member(s)
- Minot Area Chamber - Economic Development Corporation
- City of Minot Elected Official
- FTA Region 8
- FHWA North Dakota
- NDDOT
- Human Service Providers, at a minimum representing:
 - Seniors
 - Individuals with Disabilities

b) Public Involvement

The consultant should plan to incorporate the use of a variety of methods to obtain public input to inform the Plan. These may include public input meetings, surveys, focus groups, virtual input activities, such as the use of story maps, prioritization exercises, such as included in the example in this subsection, and any other novel or otherwise not listed approach that the consultant may recommend that will result in obtaining meaningful and robust public involvement. The public involvement must identify the concerns and needs of businesses, users of transit, to cull information about their experience, non-users, to cull information about barriers to using the system, and residents including pedestrian and bicycling needs. Public involvement must include representation from seniors and individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public. The consultant shall be required to submit its approach on how it will reach out to the community during the planning process. The consultant's approach should address:

- The various approaches that will be employed
- The timeframe of each approach
- The expected result of each approach and its contribution toward development of the Plan
- How each approach will be promoted to bring awareness of each



- public involvement opportunity
- How success will be measured and adjustments made to address shortfalls in expected outcomes

The consultant will be responsible for fully developing each round of public engagement before it is proposed to the MPO's project manager. Scheduling, presentations/written material, and development should occur well in advance of the proposed engagement event. All public comments are to be recorded as they pertain to the Plan.

Example of desired approach: Preferences, Tradeoffs & Priorities exercise as seen here:

https://fmmetrocog.org/application/files/7916/4986/1165/MATBUS_TDP_FinalDocument20211203.pdf#page=13

c) Presentations

The consultant should budget for at least four (4) public meeting presentations to the City of Minot City Council, Central Dakota MPO Technical Advisory Committee (TAC), and Central Dakota MPO Policy Board.

Deliverable: Upon completion of each public involvement effort, a memorandum summarizing the activity and the outcomes and results thereof will be provided to the MPO. This will include data analysis, documentation of comments/feedback, and other pertinent information, as applicable and appropriate to the specific approach applied. In addition, the memo will outline how this information will inform the final document. These will be gathered into a public involvement appendix in the final document.

3. Existing Services Analysis

The consultant will evaluate the existing transit system, including fixed-route, paratransit, and demand response, and assess existing conditions and available resources.

The consultant will provide an assessment of available services that identify current transportation providers (public, private, and nonprofit).

The consultant will provide an assessment of transportation needs for individuals with disabilities, including those who use wheelchairs, and older adults. This assessment can be based on the experiences and perceptions of the planning partners or on more sophisticated data collection efforts, and gaps in service.

The consultant will identify strategies, activities, and/or projects to address the identified gaps between current services and needs, as well as opportunities to achieve efficiencies in service delivery. As part of identifying gaps, the consultant will provide a path toward implementation, providing priorities based on resources (from multiple program sources), time, and



feasibility for implementing specific strategies and/or activities identified.

As part of the analysis, where less than 100 percent fleet accessibility for demand-response service is anticipated, the Plan will include a demonstration of how the requirement for equivalent service will be met.

The consultant should be aware of existing land use, demographics, and socio-economic conditions that would impact adjustments to transit service, if any are recommended.

The analysis should identify the transit supportive areas in the MPO region, generally defined as three households per acre and/or four jobs per acre, with focus on identifying areas with higher densities and other considerations/prioritization given to low-income populations and those with zero vehicle households. A ride audit could be considered that provides the consultant with direct experience as a transit user. However, additional or alternative analyses based on best practice are welcomed.

Example of desired analysis (in part): Population and Employment Density Matrix as seen here:

<https://www.eauclairewi.gov/home/showpublisheddocument/33967/637408780813870000#page=24>

Deliverable: A technical memorandum and/or chapter draft that will provide an overview of existing services.

4. Fixed Route Service Planning

The consultant will evaluate the existing eight (8) fixed routes to determine any necessary changes to improve and/or optimize service. Special focus should be applied to the identification of fixed stop locations along each of the routes. Any recommended changes should be provided with an associated fiscal impact, as well as an implementation strategy to prioritize changes over the course of several years, if necessary.

Proposed changes should be well-reasoned, simple to understand, and easily conveyable to decision-makers.

Example of desired analysis (in part): Service Recommendations by Route as seen here:

<https://www.eauclairewi.gov/home/showpublisheddocument/33967/637408780813870000#page=105>

Deliverable: A technical memorandum and/or chapter draft that will provide recommended changes to the fixed route system, including associated fiscal impact and corresponding implementation strategy.



5. Financial Analysis

A financial analysis should be conducted as part of the Plan. As part of the financial analysis, the consultant should evaluate revenue alternatives, including cost-share with Minot Public School District 1 or other taxing jurisdictions in the region. In addition, the financial analysis should identify alternative capital asset management practices and/or reduced service provisions to ensure long-term viability of operations. The existing fare structure should be reviewed, with the consultant providing recommendations on any adjustments and the associated impacts thereof. Finally, technological and other solutions for scheduling optimization, trip-chaining, or other novel cost-improvements to providing demand response, paratransit, and intercity transport should be explored.

Example of desired analysis (in part): Options for Funding as seen here: <https://www.gwinnettcounty.com/static/departments/transportation/pdf/gwinnett-county-transit-development-plan-executive-summary.pdf#page=25>

Example of desired analysis (in part): Financial Alternatives as seen here: https://bismantransit.com/files/2023/10/BisManTDP_FinalReport_20230929.pdf#page=19

Deliverable: A technical memorandum and/or chapter draft that will provide a financial analysis addressing all elements as outlined above.

6. Governance Study

The consultant will evaluate alternative governance structures that could be explored, providing the benefits and drawbacks of each, and recommendations and strategies for implementation. The focus should be to ensure long-term operational sustainability given the transition from rural to urban funding formulae and to adequately address future transit needs of the region.

Example of desired analysis: Governance Changes as seen here: https://bismantransit.com/files/2023/10/BisManTDP_FinalReport_20230929.pdf#page=8

Deliverable: A technical memorandum and/or chapter draft that will provide an evaluation of alternative governance structures that may better provide services into the future given the shift in funding revenue sources.



7. Policy Guidance

The consultant will evaluate existing federal, state, and local policies, if any, related to the provision of transit services, with a focus on compliance and any necessary operational adjustments that may be required. As part of the policy evaluation, special attention shall be provided by the consultant surrounding compliance with the Americans with Disabilities Act (ADA).

Example of desired analysis: Policy Guidance as seen here:
https://rapidcityareampo.org/application/files/5416/6440/4037/22TP002-_2022_Rapid_City_Transit_Development_Plan_Final_Report.pdf#page=24

Example of desired analysis: Policy Guidance as seen here:
<https://www.eauclairewi.gov/home/showpublisheddocument/33967/637408780813870000#page=16>

Deliverable: A technical memorandum and/or chapter draft that will provide an evaluation of existing federal, state, and local, if any, policies, focusing on compliance and necessary operational changes stemming therefrom.

8. Peer Performance Review

The consultant will compare similarly sized transit systems to determine relative performance in a variety of areas. The goal is to identify operational practices that may be eliminated from or incorporated into practice that will reduce cost or improve service or both.

Example of desired analysis: Peer Performance Analysis as seen here:
https://rapidcityareampo.org/application/files/5416/6440/4037/22TP002-_2022_Rapid_City_Transit_Development_Plan_Final_Report.pdf#page=58

Example of desired analysis: Peer Performance Analysis as seen here:
<https://www.eauclairewi.gov/home/showpublisheddocument/33967/637408780813870000#page=60>

Deliverable: A technical memorandum and/or chapter draft that will provide a review of peer transit providers, identifying those areas of operations that may be adjusted in order to reduce cost, improve service, or both.



C. Project Deliverables

The final product of this effort will document the results of fulfilling the scope of work.

1. First full draft preliminary document by noon June 2, 2026
2. A final draft document by noon July 7, 2026
3. Final adoption by Policy Board on September 4, 2026 (including three (3) full printed copies)

An electronic copy of the approved final reports will be delivered to the MPO in PDF and Word formats. The electronic copies should be complete and in order such that additional copies of either document could be printed on-demand. In addition, electronic copies of any working papers, data, modeling software, and maps used to create information in the document will be delivered to the MPO either during the project or at its conclusion.

D. Estimated Project Budget

This project has a not-to-exceed budget of \$200,000. Consultants submitting proposals are asked to use audited DOT rates when completing their Cost Proposal Form and certify the indirect costs with the Certification of Final Indirect Costs as provided in Appendix B.

E. Other Requirements

The consultant will update the Executive Director on the aforementioned bi-weekly meetings and will also provide a written monthly progress report which will clearly reflect progress, timeliness, and budget expenditure. The monthly progress report will be presented by the MPO Executive Director to the MPO's Technical Advisory Committee (TAC). The consultant must provide the progress report one week prior to the monthly TAC meeting so that documents may be included as part of the respective meeting's agenda.

In addition, the consultant will provide monthly invoices no later than the 15th day of the subsequent month, except for end of year invoices, which will be due January 21.

As part of the MPO's efforts to track consultant history the MPO will do an end-of-project evaluation of the consultant. This will be shared with the consultant for their information.



VIII. INFORMATION AVAILABLE FOR CONSULTANT

A. Shapefiles

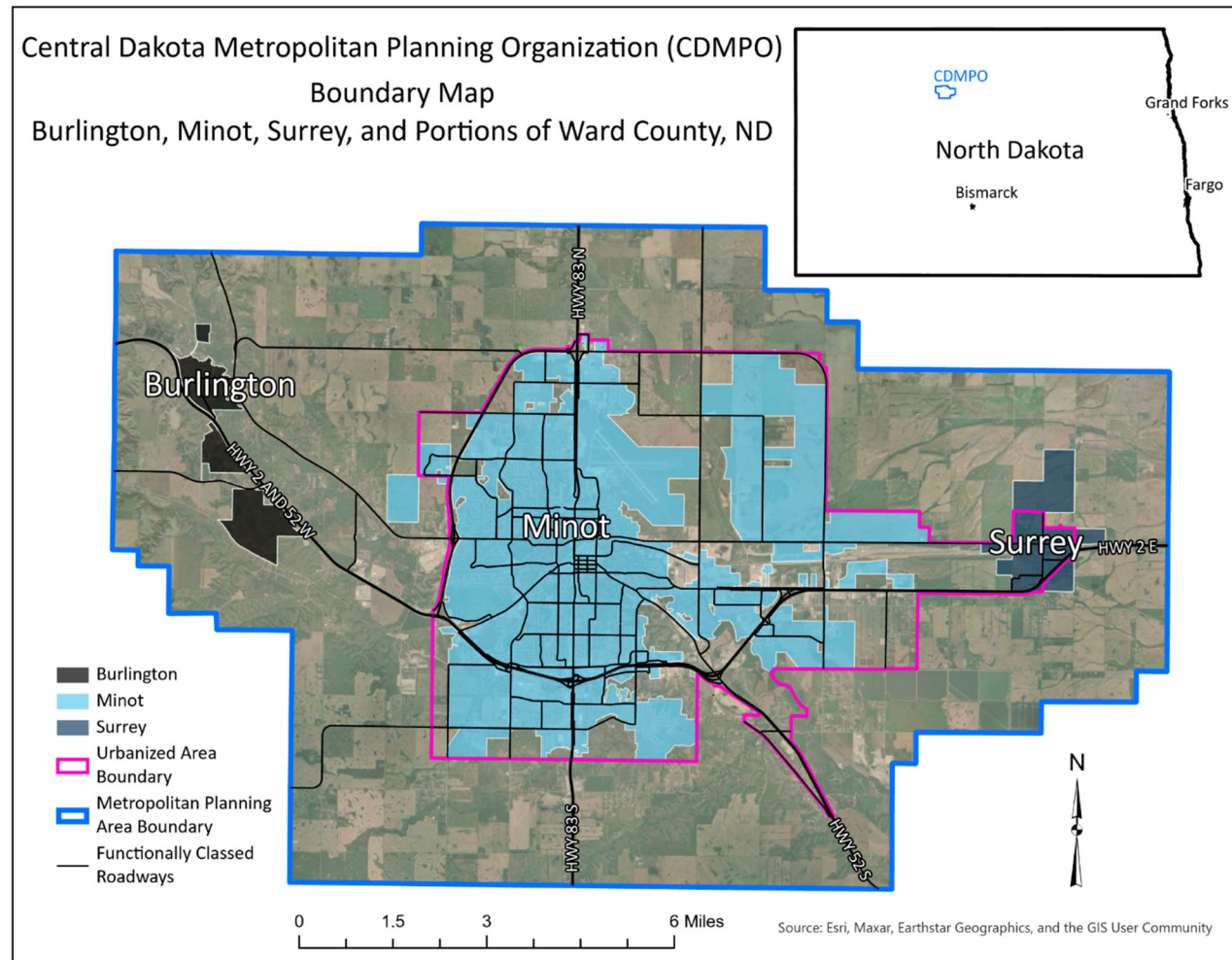
- Current Designated Stops
- Current Routes
- Urban Areas
- Others

B. Other Documents

- MPO Public Participation Plan (October 2024):
<https://www.minotnd.gov/DocumentCenter/View/9100/Public-Participation-Plan>
- City of Minot 2040 Comprehensive Plan:
<https://www.minotnd.gov/233/Comprehensive-Plan>
- MPO Webpage: <https://minotnd.gov/807/Metropolitan-Planning-Organization>
- Metropolitan Transportation Plan (MTP) – In progress – Expected Completion Winter 2025 – Project Webpage:
<https://storymaps.arcgis.com/stories/e3468d8d64c94d2b91343e4218ffaa8f>
- 2010 Minot Safe Routes to School Study:
<https://minotnd.gov/DocumentCenter/View/6758/MinotSafeRoutesToSchoolStudy>
- 2021 Broadway Corridor Study:
<https://minotnd.gov/DocumentCenter/View/6750/Broadway-Corridor-Study>
- Minot Housing Study:
<https://storymaps.arcgis.com/stories/97c75af2907f4684a79e16647b46772d>
- FTA Information on Coordinated Public Transit Human Services Transportation Plans: <https://www.transit.dot.gov/funding/grants/coordinated-public-transit-human-services-transportation-plans>
 - FTA Circular 9070.1H – Required Elements:
<https://www.transit.dot.gov/sites/fta.dot.gov/files/2024-10/C9070.1H-Circular-11-01-2024.pdf#page=50>



IX. MAP OF PROJECT AREA



Appendices



Proposed Sub-Consultant Request

North Dakota Department of Transportation, Environmental & Transportation Services
SFN 60232 (9-2016)

Sub-Consultant firms that have been contacted and agree to be listed on a Prime Consultants Project Proposal for work with NDDOT must submit original form and one copy to be attached to the Prime Consultants Proposal. This form is used for informational purposes only.

NDDOT Project Number N/A	NDDOT Project Control Number N/A	Prime Consultant Company Name		
Company Name	Owner			
Address	City	State	Zip Code	
Company Telephone Number	Fax Number	Email Address		

Type of Work to be Subcontracted

<input type="checkbox"/> Appraisals	<input type="checkbox"/> Environmental	<input type="checkbox"/> Planning	<input type="checkbox"/> Structural Design
<input type="checkbox"/> Architecture	<input type="checkbox"/> Geotechnical	<input type="checkbox"/> Public Involvement	<input type="checkbox"/> Survey
<input type="checkbox"/> Bridge Inspection	<input type="checkbox"/> Materials Testing	<input type="checkbox"/> Roadway Design	<input type="checkbox"/> Traffic Operations
<input type="checkbox"/> Construction Engineering	<input type="checkbox"/> Partnering Facilitation	<input type="checkbox"/> Soil Contamination	<input type="checkbox"/> Wetlands Delineation
<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Photogrammetry	<input type="checkbox"/> Steel Fabrication	<input type="checkbox"/> Other

The undersigned declares that all statements listed above are true.

Firm
Print Name
Title

Signature	Date
------------------	-------------

Is Firm Currently NDDOT Certified as a DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No
--



Prime Consultant Request To Sublet

North Dakota Department of Transportation, Environment & Transportation Services
SFN 60233 (9-2016)

Project Number	PCN	Project Description
N/A	N/A	
Sub-Consultant		Address
Prime Consultant		Address

The subcontract between the sub-consultant and prime consultant specified above contains all pertinent provisions and requirements of the prime contract with the North Dakota Department of Transportation (NDDOT). It is specifically agreed and understood by and between the prime consultant and the sub-consultant that should the Deputy Director of Engineering of the NDDOT determine that progress on any sublet item of work is not satisfactory, the Deputy Director shall notify the prime consultant in writing of that fact and the prime consultant shall have the right to terminate the subcontract by giving written notice thereof to sub-consultant, and the sub-consultant shall have no cause of action against the prime consultant or the state of North Dakota for such termination. A prime contractor's organization shall perform work amounting to not less than 30 percent of the total original contract amount.

Name		
Title		
Sub-Consultant		
I hereby acknowledge that I have received and am aware of the following applicable provisions to this subcontract:		
Applicable	Not Applicable	
		Consultant Agreement
		Request for Proposal
		Appendix A and E (Title VI Assurance)
		Risk Management Appendix
Signature		Date

Name		
Title		
Prime Consultant		
I hereby acknowledge that I have received and am aware of the following applicable provisions to this subcontract:		
Applicable	Not Applicable	
		Consultant Agreement
		Request for Proposal
		Appendix A and E (Title VI Assurance)
		Risk Management Appendix
Signature		Date

Item Covered By Subcontract

Work Description	Unit	Amount
Project Support	Contract	\$0
Public Engagement	Contract	\$0
Total		\$0

Prime Consultant: Submit original form to Consultant Administrative Services

NDDOT Use Only			
Approved: CAS or Contract Manager	Date	Percent Sublet This Request	Total Percent Sublet to Date
NDDOT Distribution: Submit one copy of Contract Documents to FileNet			



Cost Quote Form

(Include completed cost form in a separate page labeled "Cost Form- Vender Name" and submit with technical proposal as part of overall response.)

Cost Quote Form

The cost estimated should be based on a not to exceed cost as negotiated in discussion with the most qualified contractor.

Changes in the final contract amount and contracted extensions are not anticipated.

Required Budget Format

Please Use Audited DOT Rates Only

1. Direct Labor	Hours	X	Rate	=	Total
Name, Title, Function	0.00	X	0.00	=	\$0.00
		X		=	0
		X		=	0
		X		=	0
1. Subtotal- Direct Labor					
2. Overhead					
3. General & Administrative Overhead					
4. Subcontractor Costs					
5. Materials and Supplies Costs					
6. Travel Costs					
7. Fixed Fee					
8. Miscellaneous Costs					
Total Cost					



Certification of Final Indirect Costs

Firm Name: _____

Proposed Indirect Cost Rate: _____

Date of Proposal Preparation (mm/dd/yyyy): _____

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____

Name of Certifying Official (Print): _____

Title: _____

Date of Certification (mm/dd/yyyy): _____



Required Federal Contract Provisions

Buy America requirements – 23 CFR 635.410

- a. The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.
- b. No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:
 1. The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.
 2. The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.
 3. The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.
 4. When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.
- c.
 1. A State may request a waiver of the provisions of this section if;
 - i. The application of those provisions would be inconsistent with the public interest; or
 - ii. Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.
 2. A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.
 3. Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.
 4. The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.



5. A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.
 6. A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.
 7. In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.
- d. Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

USDOT Disadvantaged Business Enterprise Program Requirements – 49 CFR 26

- a. Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:
The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).
- b. Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:
The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Sanctions and Penalties for Breach of Contract – 2 CFR Part 200 Appendix II (A)

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.



Termination for Cause and Convenience – 2 CFR Part 200 Appendix II (B)

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Rights to Inventions Made Under a Contract or Agreement – 2 CFR Part 200 Appendix II (F)

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Debarment and Suspension - 2 CFR Part 200 Appendix II (I)

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment - 2 CFR Part 200 Appendix II (J)

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party 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 coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$437,500 per person and \$1,750,000 per occurrence**. The minimum limits of liability required of the State are **\$437,500 per person and \$1,750,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

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

Subcontractor 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: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy 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. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in 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 Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-24

