

**REQUEST FOR PROPOSALS  
FOR  
TRANSPORTATION PLANNING SERVICES**

The Bismarck-Mandan Metropolitan Planning Organization (MPO) requests proposals from qualified consultants for the following project:

**Fringe Area Road Master Plan Update**

Qualifications based selection criteria will be used to analyze technical proposals and interviews from responding consultants. The MPO reserves the right to reject any or all proposals. **This project has a not to exceed budget of \$181,000.**

Interested firms should contact Stephen Larson, Transportation Planner, at the Bismarck-Mandan MPO, 221 N 5<sup>th</sup> Street P.O. Box 5503, Bismarck ND 58501. Contact can also be made via phone 701.355.1848 or by email: [slarson@bismarcknd.gov](mailto:slarson@bismarcknd.gov).

**All proposals received by 5:00 PM (CST) on Friday, August 8, 2025, will be given consideration for an interview.** The Bismarck-Mandan MPO reserves the right to limit the interviews to a maximum of five (5) firms whose proposals most clearly meet the RFP requirements. Firms will be notified in writing or by phone of shortlist results. Successful candidates will receive date, time, and location information for the interviews.

It is the responsibility of the consultant to ensure all required elements of the proposal are submitted. Proposals missing required elements will be rejected and consultants will be denied interviews.

Minority, women-owned, and disadvantaged business enterprises are encouraged to participate.

Respondents must submit one (1) electronic copy of the proposal. The full length of the proposal shall be no more than eight (8) pages. Appendix material is not counted toward the eight (8) page limit. Submittals must be received no later than 5:00 PM (CT), Friday, August 8, 2025, and may be emailed to:

[slarson@bismarcknd.gov](mailto:slarson@bismarcknd.gov)

Once submitted, the proposals become the property of the MPO. Proprietary information must be clearly noted in the proposal, or it will be subject to open records laws.

**REQUEST FOR PROPOSAL**  
**TO PERFORM PLANNING SERVICES FOR:**  
  
**Fringe Area Road Master Plan Update**



**BISMARCK-MANDAN METROPOLITAN PLANNING ORGANIZATION**

**Stephen Larson**  
**Transportation Planner**

PROPOSALS MUST BE DELIVERED TO  
BISMARCK-MANDAN MPO  
BY 5:00 P.M. Central Standard Time, Friday, August 8, 2025

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## I. PURPOSE OF THE REQUEST

The purpose of this Request for Proposals (RFP) is to provide interested consulting firms with enough information about the professional services desired by the Bismarck-Mandan Metropolitan Planning Organization (MPO) for the following project:

### **Fringe Area Road Master Plan Update**

The MPO is requesting the services of a transportation engineering/planning firm to conduct an update to the 2014 Fringe Area Road Master Plan. The FARMP Update will include incorporation of amendments that have occurred to the 2014 Plan since it was adopted, analysis of jurisdictional hotspots within the fringe area road network, and the evaluation of the functionality of the beltway concept in relation to other MPO studies and FARMP amendments that have occurred. The Update will be conducted in cooperation with the City of Bismarck, the City of Mandan, the City of Lincoln, Burleigh County, Morton County, the North Dakota Department of Transportation (NDDOT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA).

## II. GENERAL INSTRUCTIONS

**A. Any questions or comments regarding this proposal should be submitted to:**

Stephen Larson  
Bismarck-Mandan MPO  
221 N 5<sup>th</sup> Street  
P.O. Box 5503  
Bismarck, ND 58506-5503  
Phone: 701.355.1848  
E-Mail: [slarson@bismarcknd.gov](mailto:slarson@bismarcknd.gov)

**B. Proposals shall be submitted to:**

Stephen Larson  
[slarson@bismarcknd.gov](mailto:slarson@bismarcknd.gov)

**C. All Proposals must be clearly identified with the following:**

- 1) NAME OF THE SUBMITTING FIRM
- 2) 'Proposal for: BMMPO FARMP Update

**D.** The MPO will only consider proposals received prior to 5:00 PM Central Standard Time on Friday, August 8, 2025. One (1) electronic copy must be received by the deadline. Electronic copies may be emailed to [slarson@bismarcknd.gov](mailto:slarson@bismarcknd.gov). Proposals received after the 5:00 PM deadline will be considered unresponsive and will not be considered for an interview. The MPO reserves the right to reject any or all proposals.

**E. Proposal Cut Down:** The Selection Committee intends to interview between three (3) and five (5) consultants, depending on the number and quality of proposals received. Strength of the written proposals will be the basis for awarding an interview. Consultants who are awarded an interview will be notified by phone or email between August 27-29, 2025. Consultants not selected for an interview will be notified in writing.

**F. Selection Committee:** The Selection Committee will consist of a panel of up to eight (8) people; seven (7) voters and one (1) moderator. Committee members may represent the following entities: City of Bismarck, City of Mandan, City of Lincoln, Burleigh County and Morton County. The MPO Project Manager will moderate the interviews. In the case of a first ranked tie, the moderator's ranking will provide the tie-breaking score.

<p><b>G. Interviews:</b> Consultants will be evaluated on both written proposal and interviews, which may be conducted either in-person or remotely (TBD). Ranking is based on the criteria listed in Section V: Evaluation Criteria and Process. Interviews are planned to be held September 2-5, 2025. Consultants will be given forty-five (45) minutes to present their proposals and entertain questions. The consultant will be responsible for managing their interview and allowing time for questions. If remote, the MPO project manager will provide a TEAMS link for the interview.</p>
<p><b>H. Disadvantaged Business Enterprise:</b> Positive consideration will be given to proposals which employ a Disadvantaged Business Enterprise (DBE) company. The DBE company must be certified with the North Dakota Department of Transportation (NDDOT). This applies equally to the Prime or Sub-Consulting company, and any such company should be identified in the proposal.</p>
<p><b>I. Selection and Approvals:</b> Selection will be based on the interview committee’s recommendation. All interviewees will be notified of the selection results in writing. Approval of top ranked consultant will be requested of the MPO’s TAC and Policy Board on September 15 and 16, 2025, respectively.</p>
<p><b>J. Contract Negotiations:</b> Contract negotiations will begin immediately after Policy Board approval. Consultant will be required to prepare a scope of work and final fee schedule which will be included in the MPO’s template contract as Exhibit A. Draft contracts are reviewed by MPO Staff, its partners and legal counsel. Upon successful negotiations, the MPO intends to execute the contract upon staff authority (<b>Disclaimer:</b> This contract will be subject to a financial assistance contract between the state of North Dakota and the USDOT). Successful final negotiations shall include:</p> <ol style="list-style-type: none"> <li>1.) Prime Consultant scope of work and final fee schedule not exceeding <b>\$181,000</b> (an estimated \$47,295 is budgeted for 2025, with the remaining \$133,705 budgeted for 2026)</li> <li>2.) Scope of work and fee schedule for ALL Subconsultants</li> <li>3.) Prime Consultant Certificate of Liability Insurance</li> <li>4.) Prime Consultant Indirect Cost Form (blank form provided by MPO)</li> <li>5.) SFN 60233: Prime Consultant Request to Sublet Form (blank form provided by MPO)</li> <li>6.) SF330 Form for NDDOT, if needed (see Section III: Content of Proposals)</li> </ol>

### III. CONTENT OF PROPOSALS

#### Length of Proposals:

The main body of the proposal shall be no more than eight (8) pages and pages shall be numbered. The cover page, table of contents, and appendix will not count toward the proposal page limit of eight (8) pages.

#### Required Elements for Proposal:

The consultant’s written proposal shall address the following major sections:

- Description of Firm
- Technical Capabilities
- Personnel Assignments and Qualifications
  - Organizational chart showing project team and general activities
  - Table of key individuals’ time availability for project/study
- Pertinent Previous Experience and Performance
- Understanding of Project and Proposed Work Approach

#### Required Elements for Appendix:

The consultant’s appendix must include the following unless noted as ‘optional’. The items included in the appendix will not count toward the eight (8) page limit and may take as many pages as needed.

- Proposed Project Schedule: Proposed schedules may begin as early as October 2025 and should detail all activities necessary to complete the update. Activities may include but are not limited to:
  - Monthly updates (via telephone or in person) to MPO TAC and Policy Board

- Steering Committee Meetings/ Activities
- Documents/Tech Memos for Study Milestones
- Stakeholder Interviews
- Data Acquisition (provided, as available, by MPO, NDDOT, local jurisdictions)
- Public Input Meetings
- Public Outreach Activities (webpage, meetings, social media, news releases, etc.)
- Draft Report Development
- Draft Report Review by Steering Committee, MPO, NDDOT, FHWA, and/or FTA (required before presentation to Commissions and MPO Boards)
- Final Presentations to the Bismarck City Commission, Mandan City Commission, Lincoln City Council, Burleigh County Commission, and Morton County Commission
- Final Presentations to the MPO TAC and Policy Board
- Resumes or List of Personnel who will be assigned to work on the project (including titles, education, and/or work experience).
- Sub-Consultant Information to include the primary contact, as well as contact information, for any sub-consultant(s) utilized on the project.
- Required Qualification Based Selection (QBS) Documents
  - Signed Proposed Sub-Consultant Request Form (Appendix A)
  - Signed Consultant Self Certification of Government-Wide Debarment and Suspension (Nonprocurement) Form (Appendix B)
  - Signed and Notarized Certification and Restriction on Lobbying Form (Appendix C)
- Quality Control/Quality Assurance (QC/QA) Program that will be used on the project. This (QC/QA) program must identify the team members, their responsibilities, and stages of development at which each is to be responsible.

**Optional:** Consultants are encouraged to update or complete a Federal Standard Form 330 (Architect-Engineer Qualifications). The SF 330 is an NDDOT requirement, and proves the consultant is pre-qualified to provide architectural, engineering and/or planning services for NDDOT. Consultants will not be penalized if the SF 330 is not included in their proposal, but **the consultant selected for contract negotiations must either be prequalified with the North Dakota Department of Transportation (NDDOT) or must provide an active SF 330 before the contract can be signed.** See <https://www.dot.nd.gov/construction-and-planning/consultants-and-engineers> (pre-qualification information) for link to the SF 330. All SF 330 forms will be kept on file by the MPO and forwarded to NDDOT.

#### **Disclosure of Proposal Ownership:**

At the conclusion of the selection process, the contents of all proposals will be subject to the City of Bismarck's Open Records Law and may be open to inspection by interested parties. Any information included in the proposal that the proposing party believes to be a trade secret or proprietary information must be clearly identified in the proposal. Any identified information documented as such and protected by law may be exempt from disclosure.

## **IV: ADDITIONAL REQUIREMENTS AND MISCELLANEOUS INFORMATION**

#### **Federal, State, and Local Contract Requirements:**

Federally funded projects executed by the MPO require the inclusion of specific clauses in all contracts. Consultants should be prepared to abide by the necessary clauses and include each verbatim and unaltered in all potential contracts with the Bismarck-Mandan MPO. *The clauses can be reviewed in Appendix D: Local, State and Federal Clauses.*

#### **Ownership of Work Product:**

One additional clause not included in Appendix D but required due to the use of Federal Funds, is the "Ownership of Work Product" clause. Consultants and sub-consultants should be prepared to abide by the following:

***Ownership of Work Product:** All work products and copyrights of the contract, which result from the contract, are the exclusive property of the Bismarck-Mandan MPO and NDDOT, with an unlimited license for use by the federal government and its assignees without charge.*

**General Information:**

Bismarck-Mandan MPO reserves the right to enter into a supplementary agreement to have the selected firm perform any additional work not currently assigned.

If the contract is terminated prior to completion of the final report, all work completed, which has been compensated for, shall become the property of the Bismarck-Mandan MPO and NDDOT, as per the 'Ownership of Work Product' Clause. The final report will be submitted using the following formats and standards, if applicable:

- MS Word/ MS Excel
- Adobe Acrobat (Standard or Compatible)
- NDDOT Data Collection Codes and Procedures
- NDDOT and/or City, as applicable, Drafting Standards
- NDDOT Design Manual
- ArcGIS Online

**V. EVALUATION CRITERIA AND PROCESS**

The selection process will be completed in accordance with Bismarck-Mandan MPO policies. Written proposals shall address the firm's ability to perform the necessary services in the allotted time with qualified personnel. Selection will be based on an array of measures chosen from the following criteria:

1. Recent, current, and projected workloads
2. Ability of professional personnel (staff experience and technical capabilities)
3. Related experience on similar projects
4. Location
5. Project understanding, issues and approach
6. Past Performance
7. Willingness to meet time and budget requirements
8. Recent and current work for the agency
9. Project schedule

The final selection will be based on written proposals along with live interviews. All firms not selected will be notified in writing.

Positive consideration will be given to proposals which employ a Disadvantaged Business Enterprise (DBE) company. See Section II: General Instructions for more information.

A final scope of work will be developed, and price will be negotiated with the successful firm. An agreement will be executed with a single firm. If unable to arrive at a mutual agreement with the top ranked firm, the MPO retains the right to move on to negotiations with the second (then third, etc.) ranked firm. Approved sub-agreements for minor portions of the work will be permitted.

**VI. REGIONAL CONTEXT AND EXISTING CONDITIONS****Bismarck-Mandan MPO Region:**

The Bismarck-Mandan MPO consists of the cities of Mandan, Bismarck, and Lincoln, and the metropolitan portions of Burleigh and Morton counties. The MPO has a performance-based planning process that supports metropolitan community development and federal, state, and local transportation goals. These plans and programs are intended to lead to the development of an integrated, multi-modal metropolitan transportation system that facilitates the safe, efficient, and economic movement of people and goods.

The MPO planning area is roughly 394 square miles. It is bisected from north to south by the Missouri River and is generally comprised of rolling topography throughout. The MPO area has a population of approximately 123,000 (Source: US Census Bureau 2020 Decennial Census) or approximately 50,000 households. This translates to roughly 32,300 households and an approximate population of 74,000 in Bismarck and about 9,800 households and a population just over

24,000 in Mandan (Source: 2016-2020 5-year American Community Survey). One of the more noteworthy challenges facing the MPO planning area is the heightened level of growth experienced, due largely to energy development in western North Dakota from 2011-2015. Historic growth trends in the area have traditionally hovered within a 1% to 1.5% annual rate of population growth. Currently, the adopted medium growth projection for the MPO area is a continuation of past trends, or a 1.1% annual growth rate for the period between 2025 and 2050.

While the growth is generally perceived as positive, there are some concerns of particular interest, specifically: the impact of rapid growth on public service costs, the continued ability of the MPO region to grow in an efficient manner, and the ability to maintain the high quality of life enjoyed by residents of the communities. Heightened rates of growth strain many aspects of the region's transportation infrastructure. Topography, man-made barriers, and historical development patterns have contributed to challenges regarding roadway connectivity, specifically north-south movements in Bismarck and east-west movements in Mandan. The heightened level of growth may also create a greater strain on area municipal services, schools, and transportation.

#### **Local Existing Conditions:**

The FARMP Update will include all five MPO jurisdictions (Bismarck, Mandan, Lincoln, Burleigh County, and Morton County) as jurisdictional partners. The partners maintain road networks with substantially different types of roads, road users, and travel patterns. The counties have substantial commuter and heavy vehicle travel. Their land use is dominated by rural residential subdivisions and stretches of agricultural land. The cities have a mixture of suburban and urban road network.

A number of amendments and modifications have been made to the FARMP since the last major update in 2014, and some of the MPO's jurisdictions have adopted Major Street Plans since the update. Development patterns have also altered in the areas surrounding the 'hot spots' the MPO's jurisdictions have identified for further study.

At the time of the last FARMP Update, and earlier at the time of the Regional North South Beltway Corridor Study, significant travel demand and future growth was anticipated in the area around the recommended beltway corridor. The Beltway Study was completed during a time of substantial development in the metro area on either side of the Missouri River. In recent years, the pace of development in the region has slowed to align with historical growth patterns. Characterizing a route as a beltway assumes a roadway providing a direct connecting route on the fringe with limited access and higher speeds for through traffic. Recently, development discussions and Fringe Area Road Master Plan amendments have altered some concepts proposed in the original plans associated with the regional beltway system. The area has seen greater emphasis on providing access to adjacent developable properties than supporting regional throughput. Some land use and associated travel patterns in the area of the previously proposed northern bridge crossing may have also changed from when the concept was first formulated.

Amendments to concepts associated with the originally conceived regional beltway should be considered to identify the impact and functionality of the beltway system moving forward.

### **VII. OBJECTIVE**

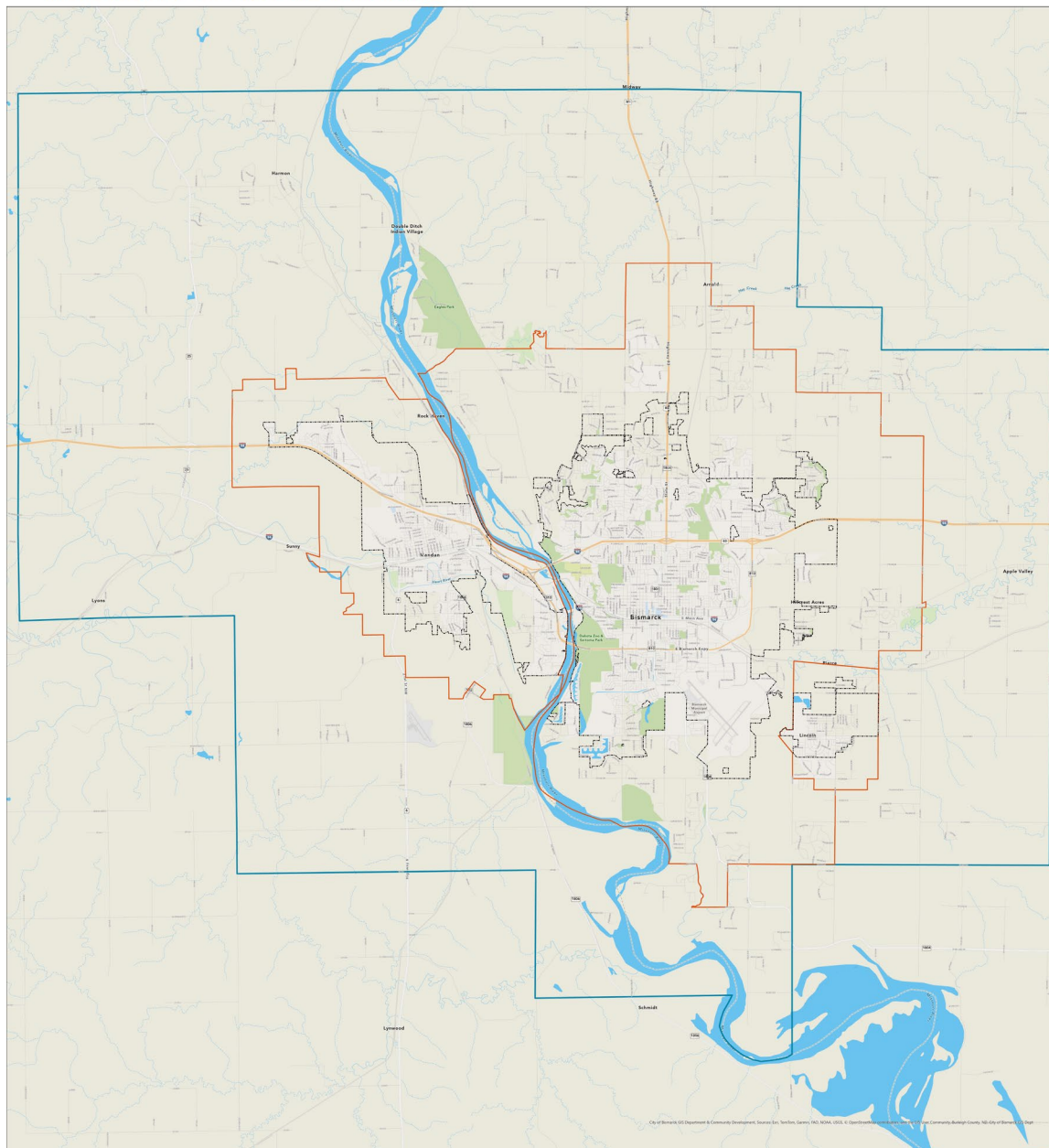
The objective of this project is to provide an update to the existing 2014 Fringe Area Road Master Plan through a comprehensive evaluation of the fringe area road network. The FARMP Update would create new GIS files with all approved amendments to the plan that have taken place since its adoption. Additionally, it would establish an amendment notification/recordation process for the MPO and its jurisdictions to utilize in future. It would also incorporate road construction changes from the Plan that occurred without amendments and evaluate a handful of 'hot spots' within the fringe area road network (as defined in the 2014 Plan) to allow the MPO's jurisdictions to re-evaluate alignments and intersections in specific areas of the metro. Analysis should be devoted to the constructability of proposed fringe area roadways based on conditions such as but not limited to: topography; impacts to existing structures and agricultural/business practices; and feasibility of crossings such as rivers, wetlands, streams, or man-made features such as rail facilities.

This update will also include an evaluation of the beltway concept, and its functionality as included in the current FARMP. Primarily, the evaluation should examine whether development and travel patterns/intensity have changed from the assumptions that previously supported including the beltway concept in future planning and provide analysis of whether the beltway concept should be retained, modified, or abandoned going forward. Examination of the beltway area should weigh

whether the roadways are serving through traffic or instead providing local area traffic alternatives.

The final updated FARMP document(s) will continue to assist in planning for future development and road expansion by showing new road connections within the existing network.

## VIII: STUDY AREA



## IX. SCOPE OF WORK

The selected consultant should consolidate and analyze jurisdictional amendments and verify any existing road deviations from the current 2014 Fringe Area Road Master Plan to develop a new master base map. A thorough evaluation of all

current and proposed fringe area roadway alignments will be conducted and will include (but not be limited to) considerations of both the natural and built environment, such as: topography, streams and waterways, tree rows and shelter belts, and existing and future agricultural, industrial, residential, or commercial development.

Consultant should create and incorporate ‘best practices’ for the FARMP amendment notification process (such as who should be notified of amendments and at what times) into the final updated document(s). The process should take into account existing jurisdictional plans and practices.

Consultant will analyze the following ‘hot spots’ as part of the update, evaluating alignments, interior road network buildouts, connections, and intersections, and providing recommendations to the jurisdictions for the development of the following:

- 1: 66<sup>th</sup> Street Interchange Bismarck
- 2: West-Central Mandan (west of the old high school, from 7<sup>th</sup> St NW to Boundary St NW).
- 3: 56<sup>th</sup> Avenue Interchange/Old Red Trail Area in Mandan
- 4: McKenzie Drive Area in Mandan
- 5: Sunset Valley between the refinery and northwest Mandan
- 6: 57<sup>th</sup> Avenue N extension Burleigh County from 15<sup>th</sup> Street NW to River Road.

Consultant will evaluate the current proposed beltway in Bismarck and Mandan, which will involve the following:

- Documenting the location, type, and intensity of the development concept prepared for the Beltway Study which led to the inclusion of the beltway concept in future planning.
- Documenting the location, type, and intensity of development in the beltway area at present.
- Quantifying areas of change in the location and intensity of development between the past and the present concepts.
- Assessing the potential changes to traffic with the addition of a northern bridge crossing.
- Reviewing the alignments and characteristics associated with the original beltway corridor and comparing with present data and future projections to allow for any relevant update(s) to the beltway concept. This would involve the study of characteristics such as roadway speed, capacity, and travel demand.
- Proposed updates to the beltway concept, including new alignments and roadway characteristics, would then be fed into the regional demand model to allow updated forecasts to be developed.
- Since land use assumptions have changed since the Beltway Corridor Study was completed, updated forecasts should take this into account.
- Documenting the City of Bismarck’s Major Street Plan network for comparison and consistency of recommendations that may come from this effort.

The following will be completed to support developing conclusions regarding the significance of the beltway concept in regional planning:

Compare updated forecasts reflecting the historical beltway corridor concept with forecasts reflecting the more recent corridor assumptions to understand the impacts to the level of travel in the corridor and crossing the Missouri River. For the alternative beltway road concepts, document the origin-destination data for vehicles assigned to the river crossing corridor to show the level of through traffic (from outside Bismarck to outside Mandan) assigned to the river crossing, and the level of travel internal to Bismarck and/or Mandan assigned to the river crossing.

Consultant will work with the MPO and its jurisdictions to consider amendments to concepts associated with the originally conceived regional beltway to identify the impact and functionality of the beltway system moving forward, including access management and key intersection control/treatment recommendations. Consultant will review travel characteristics of the historical beltway/northern bridge river crossing concepts, and proposed alternatives to the beltway concept, including impacts to complementary corridors (State Street/US 83, I-94, Mandan Avenue, Sunset Drive) of the proposed beltway alternatives.

### **Project Management**

This task involves activities required to manage the project including staff, equipment, and documentation. It also includes the preparation of progress reports, documenting travel and expense receipts, and preparing and submitting invoices in a

timely manner (monthly). This task includes monthly progress reports to the MPO, the Technical Advisory Committee, and to the Policy Board.

**Monthly TAC and Policy Board Meetings:**

The consultant will provide monthly updates (i.e. progress reports) to the MPO TAC and Policy Boards. Updates will be conducted verbally (if desired by the project manager) and with written memorandums, briefly updating board members on the status of the project. A minimum of one (1) personal appearance is also required before the TAC and Policy Board during the development or completion of the study.

**Steering Committee(s):**

The MPO project manager will assist the consultant in developing a Steering Committee(s) for the study. The Committee(s) may contain but are not limited to the following members and/or agency representatives:

- City and County Planners
- City and County Engineers
- Bis-Man Transit Staff
- GIS Staff
- BMMPO Staff
- NDDOT Local Government Division
- NDDOT Bismarck District
- FHWA
- FTA

The consultant shall meet with the Steering Committee periodically, and as necessary, during the study process to review data and recommendations. The consultant shall provide progress/technical memorandums at key points throughout the study process. Enough copies shall be provided for distribution to the Steering Committee.

**Data Collection:**

The consultant shall identify the data collection needed to support the Scope of Work. The consultant shall also identify times and methods in which the data will be collected. The MPO and its jurisdictions will provide datasets as available. Any additional data collection needed to complete technical analysis will be the responsibility of the consultant.

**Travel Demand Modeling:**

The Bismarck-Mandan MPO's current Travel Demand Model (TDM) uses a base year of 2021. Additional model runs associated with the FARMP Update may be necessary. Should the need arise, the contract for the model runs performed by the Advanced Traffic Analysis Center (ATAC) will exist between ATAC and the MPO, not the consultant. Any additional microsimulation services warranted within this project shall be performed by the consultant.

**Feasible Alternative Identification**

The consultant shall propose a method for cooperatively ranking the alternatives (as necessary) amongst the Steering Committee.

**Alternatives Impact Analysis**

Each alternative developed should include analysis which will help the study team to recommend a preferred alternative.

**Draft and Final Report**

The consultant is responsible for providing the draft report and appendices in electronic format for review. The consultant shall provide up to six (6) paper copies of the final report as well as an electronic format. All graphics of preliminary and final alternatives within the report shall be easy to read and easy to reproduce. Summaries and technical analysis of important meetings shall be included in the appendix of the report. Comments received from public meetings and public comment opportunities shall be addressed and included in summarized form within the appendix of the final report. Adoption by resolution may be possible but will be dependent upon the preferences of the Steering Committee.

**X. REVIEW AND COMPLETION PROCESS**

**A. Draft Development and Review:**

A draft report shall be produced after all recommendations have been developed and approved by the Steering

Committee(s). Electronic and/ or paper copies of the draft report shall be provided for the Steering Committee(s), the MPO project manager, NDDOT, FHWA and FTA for their review and comment. All comments from the MPO, NDDOT, FHWA, and FTA shall be addressed to the respective entity's satisfaction prior to development of the final draft report and final presentations.

**B. Final Presentations/ Completion:**

The draft report shall be advertised and made available to the public for a minimum of fifteen (15) days before the final presentations.

The consultant will be requested to make a presentation to the Bismarck Board of City Commissioners, the Mandan City Commission, the Lincoln City Council, the Burleigh County Commission, the Morton County Commission, the MPO Technical Advisory Committee and the MPO Policy Board for review and acceptance/approval of the final draft report. Approval of the final draft report by the MPO Policy Board, and subsequent distribution of study deliverables, will mark the completion of the study.

**C. Deliverables:**

The final report shall be produced after all comments on the draft report are addressed, final presentations are complete, and the report has been approved by the MPO TAC and Policy Board. Up to six (6) paper copies shall be provided as well as one (1) electronic version. All products are to be delivered to the MPO project manager for dissemination to the appropriate City and MPO staff, TAC and Policy Board Members, and oversight entities.

**D. Schedule for Contract Development and Final Project Deadline:**

RFP Submittal Deadline	August 8, 2025
Notification for Interviews	August 27-29, 2025
Interviews and Notification of Ranking	September 2-5, 2025
Formal Notification of Firms	September 8, 2025
Approval(s) and Notice to Proceed	September 16, 2025
Draft Report Public Comment/Review Period	August 2026
Final Project Report & Presentations	October 2026

## **XI. PUBLIC INVOLVEMENT PLAN**

It is imperative that residents, businesses, and stakeholders be involved in the development of the update. Direct effort shall be made to obtain meaningful input and broad-based support from disadvantaged or underserved populations and from the community at large. Consultants shall prepare a Public Involvement Plan that is consistent with the MPO Public Participation Plan and complies with Title VI of the Civil Rights Act of 1964 and the Executive Order on Environmental Justice of 1994. The following are the minimum public involvement activities the consultant should include:

- 1) Two (2) rounds of public meetings for the public, including residents, businesses, and stakeholders. Each round of public meetings will occur at two (2) separate intervals during the study and consist of one (1) meeting in Bismarck and one (1) meeting in Mandan. The designated time may include in-person or virtual meeting options. Meetings should inform the community of the update's purpose, extents, and progress; present existing conditions and alternatives; and engage the public to provide input. All input and attendance from the public meetings shall be recorded and addressed in the updated FARMP document.
- 2) Consultants should also reach out to the community at large, as well as to interested or affected community members using novel means to inform the public and gather their opinions. Suggested ideas could include, but are not limited to, flyers; paper, telephone, or electronic surveys; booth or other presence at appropriate community events; updates in City bulletins; radio or television PSAs; coordination with local public or commercial media outlets; or presentation to advocacy/community/business groups.
- 3) A website for the project that will be interesting, provide up-to-date information, and be easy to use by the public. The consultant is encouraged to include recorded versions of public presentations and a map-based interface (interactive map) to provide additional opportunity for public comments.
- 4) The MPO requests that a member of the consultant team develops graphics for social media and other online engagement formats to enhance the public involvement process and encourage the public's participation. These

graphics and engagement tools, once designed, are to be shared with the MPO for dissemination to appropriate parties for posting.

- 5) Seven (7) final presentation meetings, with potential for each to be a public hearing. One meeting with each entity below. Final Presentations may be given in-person or remotely.
  - Bismarck City Commission
  - Burleigh County Commission
  - Lincoln City Council
  - Mandan City Commission
  - Morton County Commission
  - MPO Technical Advisory Committee
  - MPO Policy Board

#### **Other Engagement Notes:**

Public meetings and final presentations will be advertised in the local newspaper(s). Consultants are responsible for preparing newspaper advertisements for public meetings and final presentations. The MPO reviews the ads, provides necessary modifications to language and formatting, and coordinates printing with the local newspaper(s). BMMPO is responsible for the cost of the print newspaper advertisements.

#### **XII: INFORMATION AVAILABLE TO THE CONSULTANT:**

The following resources/data/information is available for the study from the Bismarck-Mandan MPO and its partners (\* denotes studies of note for this effort):

##### **Available for Download:**

1. [2009 Regional North South Beltway Corridor Study](#)\*
2. [2023 Transit Development Plan](#)
3. [2024 Pavement Condition Analysis Report](#)
4. [2025-2028 Transportation Improvement Program](#)
5. [Arrive 2050 \(2025-2050 MTP\)](#) \*
6. [Bismarck Growth Management Plan](#) – 2014
7. [Bismarck-Mandan Bicycle and Pedestrian Plan](#)
8. [Bismarck-Mandan School Safety Crossing Study](#)
9. [Downtown Bismarck Subarea Study](#)
10. [Burleigh County Future Land Use Plan](#) – 2016
11. [Burleigh County Comprehensive Plan](#) - 2014
12. [FHWA Traffic Signal Timing Manual 2<sup>nd</sup> Edition](#) – 2015
13. Fringe Area Road Master Plan (FARMP), [Burleigh](#), [Morton](#)\*
14. [I-94 Corridor Study](#)
15. [Intersection Analysis Study– Appendix – Pedestrian & Bicycle Control Fact Sheets – Traffic Calming Fact Sheets Traffic Control Fact Sheets](#)
16. [ITS Architecture 2021 Update](#)
17. [Mandan & Bismarck Corridors Improvement Study](#)
18. [Mandan Comp Plan, 2009](#) and [2021 Supplement](#)
19. [Mandan Downtown Subarea Study](#) - 2018
20. [Mandan Land Use & Transportation Plan](#) - 2015
21. [Morton County Comprehensive Plan](#) – 2018
22. [NDDOT Vision Zero Plan](#)
23. [NE Morton County Future Land Use Plan](#) - 2016
24. Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways ([2009 Edition with Revision Numbers 1 and 2](#)) – 2012
25. [MPO Public Participation Plan](#)
26. [MPO Regional Future Land Use Plan 2007](#)
27. [MPO Title VI/Non-Discrimination Plan](#)
28. [MPO Traffic Count Data](#) (Provided through NDDOT)

- 29. [Multi-Use Trails Map](#)
- 30. [NDDOT Traffic Operations Manual](#) – 2024
- 31. [Northern Bridge Corridor Study \(2005\)](#)\*
- 32. [North Mandan Subarea Study](#) and [Appendix](#)
- 33. [Regional Freight Study](#)
- 34. [Together 2045-Bismarck’s Comprehensive Plan \(which includes Bismarck’s Major Street Plan\)](#)\*
- 35. [Travel Demand Model Review and Socio-Economic Projections Final Report](#) – 2024
- 36. [US Highway 83 Alternative Study \(2019\)](#)\*
- 37. ITE – Traffic Engineering Handbook, 7th Edition (no download available)



## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred
    2. Suspended
    3. Proposed for debarment
    4. Declared ineligible
    5. Voluntarily excluded
    6. Disqualified
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. 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,
    2. Violation of any Federal or State antitrust statute, or
    3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    1. Equals or exceeds \$25,000,
    2. Is for audit services, or
    3. Requires the consent of a Federal official, and
  - g. It will require that each covered lower tier contractor and subcontractor:
    1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,
      - b. Suspended from participation in its federally funded Project,
      - c. Proposed for debarment from participation in its federally funded Project,
      - d. Declared ineligible to participate in its federally funded Project,
      - e. Voluntarily excluded from participation in its federally funded Project, or
      - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

### Certification

Contractor \_\_\_\_\_  
 Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
 Name and Title of Contractor's Authorized Official \_\_\_\_\_

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_, hereby certify (Name and title of official)  
On behalf of \_\_\_\_\_ that: (Name of Bidder/Company Name)

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

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

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

Name of Bidder/Company Name \_\_\_\_\_  
Type or print name \_\_\_\_\_  
Signature of Authorized representative \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Signature of notary and SEAL \_\_\_\_\_

## **State, Federal and Local Clauses**

## **State Clauses**

## 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 **\$500,000 per person and \$2,000,000 per occurrence**. The minimum limits of liability required of the State are **\$500,000 per person and \$2,000,000 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: a) commercial general liability; b) automobile liability; and c) 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 as stated above in 1) 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 06-23



**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.*).



## **Federal Clauses**

## Federal Clauses

### Equal Employment Opportunity Clause – 41 CFR 60-1.4(a) and 2 CFR Part 200 Appendix II (C)

#### 41 CFR 60-1.4(a)

- (a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): during the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.
  - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the secretary of labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the secretary of labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the united states to enter into such litigation to protect the interests of the United States.

#### **2 CFR Part 200 Appendix II (C)**

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

#### **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.

**BUY AMERICA REQUIREMENTS AND DOMESTIC PREFERENCES FOR PROCUREMENT**

The Subrecipient agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR §

200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal awarding agency funded projects are produced in the United States, unless a waiver has been granted by Federal awarding agency or the product is subject to a general waiver. General waivers are listed in 49

C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. §5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements the bidder or offeror must submit to the Grantor the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

**Build America Buy America (BABA).** The Build America, Buy America Act was enacted as part of the infrastructure Investment Jobs Act (IIJA). Pub L.117-58. The Act establishes a domestic content procurement preference. Section 70912 defines projects to include “the construction, alteration, maintenance, or repair of Infrastructure in United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Any funds obligated by the grantee to the subrecipient are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note.

**DAVIS-BACON ACT**

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

When required by Federal program legislation, all prime construction contracts in excess of

\$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by

the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C.

3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule.

Meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### **CHANGES TO FEDERAL REQUIREMENTS**

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor 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 C.F.R. 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 Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

#### **NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - 1) Procure or obtain covered telecommunications equipment or services;
  - 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- (b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:
  - (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical

infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- (f) For additional information, see section 889 of Public Law 115-232 and 200.471.

## **Local Clauses**

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### **Contract Provisions**

The following is a list of contract or award provisions a vendor or contractor must sign based on the contract amount.

- If contract is > \$250,000, it must contain legal remedies for breach of contract
- If contract is > \$10,000, it must contain termination for cause and convenience
- If construction contract, it must contain Equal Employment Opportunity
- If construction contract and > \$2,000, it must include Davis-Bacon Act
- If contract is > \$100,000 and includes mechanics or laborers, it must include Contract Work Hours and Safety Standards Act
- If contract is a funding agreement for experimental, developmental, or research, it must include Rights to Inventions Made
- If contract is > \$150,000, it must contain the Clean Air Act and Federal Water Pollution Control Act
- If contract is > \$25,000, it must contain Suspension and Debarment
- If contract is > \$100,000, it must contain Byrd Anti-Lobbying
- If State or political subdivision of State and contract is > \$10,000, it must contain recovered materials in provision
- All Subawards must include provision of Prohibition of Certain telecommunication and video surveillance services or equipment
- All contracts, subawards and purchase orders must include of indicating domestic preferences for procurements.
- If Contract is \$25,000 and over, it must include provision of Waste Fraud and Abuse notification to Federal government 2 C.F.R. §§180.220 and 31 U.S.C. § 3729

An example of contract language for each provision is listed below.

### **VIOLATION AND BREACH OF CONTRACT**

#### **Rights and Remedies of the Grantor**

The Grantor shall have the following rights in the event that the Grantor deems the Subrecipient guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as Grantor for and at the expense of the Subrecipient, either directly or through other Subrecipients;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include.

#### **Rights and Remedies of Subrecipient**

Inasmuch as the Subrecipient can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Grantor, the Subrecipient expressly agrees that no default, act or omission of the Grantor shall constitute a material breach of this Contract, entitling Subrecipient to cancel or rescind the Contract (unless the Grantor directs Subrecipient to do so) or to suspend or abandon performance.

## **Providing Goods and Services to the City When City is Buying with Federal Funds**

### **Remedies**

Substantial failure of the Subrecipient to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Grantor will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Subrecipient recognizes that in the event of a breach of this Contract by the Subrecipient before the Grantor takes action contemplated herein, the Grantor will provide the Subrecipient with sixty (60) days written notice that the Grantor considers that such a breach has occurred and will provide the Subrecipient a reasonable period of time to respond and to take necessary corrective action.

### **Disputes**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Grantor. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Subrecipient mails or otherwise furnishes a written appeal to the Grantor's authorized representative. In connection with any such appeal, the Subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Grantor's authorized representative shall be binding upon the Subrecipient and the Subrecipient shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Grantor's direction or decisions made thereof.

### **Performance during Dispute**

Unless otherwise directed by Grantor, Subrecipient shall continue performance under this Contract while matters in dispute are being resolved.

### **Claims for Damages**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### **Remedies**

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Grantor and the Subrecipient arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Grantor is located.

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### **Rights and Remedies**

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Grantor or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **TERMINATION**

#### **a. Termination by Mutual Agreement**

This Grant may be terminated by mutual consent of both parties executed in writing.

#### **b. Termination for Lack of Funding or Authority**

GRANTOR by written notice to Subrecipient may terminate the whole or any part of this Agreement under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

#### **c. Termination for Cause**

GRANTOR may terminate this Agreement effective upon delivery of written notice to Subrecipient, or any later date stated in the notice:

- 1) If Subrecipient fails to provide services required by this Agreement within the time specified or any extension agreed to by GRANTOR; or
- 2) If Subrecipient fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of GRANTOR provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this **Agreement**.

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### **DAVIS-BACON ACT**

Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)).

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### **CONTRACT WORK HOURS AND SAFETY STANDARDS**

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **RIGHTS TO INVENTIONS MADE UNDER CONTRACT OR AGREEMENT - 2 CFR Part 200 Appendix II (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.

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#### **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to Federal awarding agency and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

##### **Clean Air Act**

The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Subrecipient agrees to report each violation to the Grantor and understands and agrees that the Grantor will, in turn, report each violation as required to assure notification to the Grantor, Federal Emergency Management Grantor, and the appropriate Environmental Protection Grantor Regional Office. (3) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal awarding agency.

##### **Federal Water Pollution Control Act**

The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Subrecipient agrees to report each violation to the Grantor and understands and agrees that the Grantor will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal awarding agency."

#### **DEBARMENT/SUSPENSION**

Either language can be added to the agreement, or the entity can sign a certification.

Language added to agreement:

By signing this grant, Subrecipient certifies that neither Subrecipient, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by and Department or Grantor of the State or Federal Government.

Or certification to be signed:

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Subrecipient Covered Transactions:

1. The prospective subrecipient of the Grantee certifies, by submission of this document, 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.

2. Where the Grantee's subrecipient is unable to certify to the above statement, the prospective subrecipient shall attach an explanation to this form.

SUBRECIPIENT:

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Name of Company

## Providing Goods and Services to the City When City is Buying with Federal Funds

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Street Address

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City, State, Zip

---

Federal Employer Identification Number (FEIN)

---

Data Universal Number System (DUNS) or Unique Entity Identifier (UEI)

By: \_\_\_\_\_  
Signature Date

---

Subrecipient Name

---

Grantee Agreement Number

### **BYRD ANTI-LOBBYING AMENDMENT** - 2 CFR Part 200 Appendix II (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.

### **RESTRICTIONS FOR LOBBYING**

Either language can be added to the agreement, or the entity can sign a certification.

Language added to agreement:

Subrecipient assures that:

No federal funds from this agreement will be paid by for on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Grantor, 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 of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Grantor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Subrecipient shall require that the language of the Subrecipient Assurances in this Attachment 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 comply with these Subrecipient Assurances.

Public Law No.104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or "grassroots" lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative

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body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

Or certification to be signed:

### **CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify (Name and title of official)

On behalf of \_\_\_\_\_ that: (Name of Company Name)

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

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

The undersigned shall require that the language of this certification be included in the award documents for all 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

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Signature of Authorized representative \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of notary and SEAL \_\_\_\_\_

### **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Subrecipient shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule.

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### **PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

The Subrecipient agrees to comply with 2 CFR 200.216 and is prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to: Procure or obtain.

Extend or renew a contract to procure or obtain; or

Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

### **BUY AMERICA REQUIREMENTS AND DOMESTIC PREFERENCES FOR PROCUREMENT**

The Subrecipient agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal awarding agency funded projects are produced in the United States, unless a waiver has been granted by Federal awarding agency or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. §5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements The bidder

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or offeror must submit to the Grantor the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

**Build America Buy America (BABA).** The Build America, Buy America Act was enacted as part of the infrastructure Investment Jobs Act (IIJA). Pub L.117-58. The Act establishes a domestic content procurement preference. Section 70912 defines projects to include “the construction, alteration, maintenance, or repair of Infrastructure in United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Any funds obligated by the grantee to the subrecipient are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note.

### **WASTE, FRAUD, OR ABUSE - NOTIFICATION TO FEDERAL AWARDING AGENCY**

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient must promptly notify the Federal awarding agency in which the Subrecipient is located. The Subrecipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements. (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the Federal awarding agency, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from the Federal awarding agency. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18 Agreement or another agreement between the Subrecipient and Federal awarding agency, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Subrecipient.