

**REQUEST FOR PROPOSALS
FOR
TRANSPORTATION PLANNING SERVICES**

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

Traffic Data Collection and Analysis Project

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 \$37,000 and a compressed timeline to be substantially complete by 12/31/26.**

Interested firms should contact Kim Riepl, Principal Transportation Planner, at the Bismarck-Mandan MPO, 221 N 5th Street P.O. Box 5503, Bismarck ND 58501. Contact can also be made via phone 701.355.1844 or by email: kriepl@bismarcknd.gov.

All proposals received by 4:00 PM (Central Time) on Friday, August 14, 2026, 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.

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, table of contents, and the cover page will not count toward the eight (8) page limit. Submittals must be received no later than 4:00 PM (Central Time), Friday, August 14, 2026, and may be emailed to:

kriepl@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 PROPOSALS

TO PERFORM PLANNING SERVICES FOR:

Traffic Data Collection & Analysis Project



BISMARCK-MANDAN METROPOLITAN PLANNING ORGANIZATION

**Kim Riepl
Principal Transportation Planner**

PROPOSALS MUST BE DELIVERED TO
BISMARCK-MANDAN MPO
BY 4:00 P.M. Central Friday, August 14, 2026

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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:

Traffic Data Collection & Analysis Project

The MPO is requesting the services of a transportation engineering/planning firm to provide traffic data collection and analysis services to inform the development of the Travel Demand Model in 2027. The Project will be conducted in cooperation with the City of Bismarck and with the North Dakota Department of Transportation (NDDOT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA).

II. OBJECTIVE

The MPO and its partners intend to supplement their current inventory of vehicle counting data with several additional locations not previously counted. Because these counts will be used for important road funding decisions in the future, such as the prioritization of projects within future Transportation Improvement Plans and the next Metropolitan Transportation Plan, it is important that the count data is accurate and trustworthy. ***Further, the analyses performed on the counts is critical to the impending update to the MPO's Travel Demand Model in 2027, creating an immediate need and compressed time schedule for the substantial completion of this Project prior to December 31, 2026.***

III. GENERAL INSTRUCTIONS

A. Any questions or comments regarding this proposal should be submitted to: Kim Riepl, Responsible Charge Bismarck-Mandan MPO 221 N 5th Street P.O. Box 5503 Bismarck, ND 58506-5503 Phone: 701.355.1844 E-Mail: kriepl@bismarcknd.gov
B. Proposals shall be submitted to: Kim Riepl Project Manager kriepl@bismarcknd.gov
C. All Proposals must be clearly identified with the following: 1) NAME OF THE SUBMITTING FIRM 2) 'Proposal for: Traffic Data Collection & Analysis Project
D. The MPO will only consider proposals received prior to 4:00 PM Central Time on Friday, August 14, 2026. One (1) electronic copy must be received by the deadline. Electronic copies may be emailed to kriepl@bismarcknd.gov. Proposals received after the 4:00 PM CT 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. The strength of the written proposals will be the basis for awarding an interview. Consultants will be notified of their interview status by phone or email August 17, 2026.
F. Selection Committee: The Selection Committee will consist of a panel of up to three (3) people; two

(2) voters and one (1) moderator. 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.
G. Interviews: Consultants will be evaluated on both written proposals and interviews. Interviews may be conducted in-person, remotely, or using a hybrid combination of both options at the discretion of the candidate. Ranking is based on the criteria listed in Section VI: Evaluation Criteria and Process. Interviews are planned to be held August 31 – September 3, 2026. 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. The MPO project manager will provide a TEAMS link for the interview to allow screen sharing.
H. Selection and Approvals: Selection will be based on the interview committee's recommendation. All interviewees will be notified of the selection results in writing. Approval of the top ranked firm will be requested of the MPO's TAC September 14 and Policy Board on September 15, 2026.
I. Contract Negotiations: 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 negotiation, the MPO intends to execute the contract upon staff authority (Disclaimer: This contract will be subject to a financial assistance contract between the state of North Dakota and the USDOT). Successful final negotiations shall include: 1.) Prime Consultant scope of work and final fee schedule not exceeding \$37,000, to be substantially complete and billed in 2026. 2.) Scope of work and fee schedule for ALL Subconsultants 3.) Prime Consultant Certificate of Liability Insurance 4.) Prime Consultant Indirect Cost Form (blank form provided by MPO) 5.) SFN 60233: Prime Consultant Request to Sublet Form (blank form provided by MPO) 6.) Up-to-date SF330 Form for NDDOT, if needed (see Section III: Content of Proposals)

IV. 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 consultants are requested to be as brief and concise as possible. The main body of the proposal shall address the following major sections:

- a) Description of firm
- b) Organizational chart showing project team and general activities
- c) Table of key individuals' time-available for project/study
- d) Understanding of project and proposed work approach
- e) Brief examples of past, pertinent work projects

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 September 29 2026, and should detail all activities necessary to complete the study. Activities may include but are not limited to:
 - Contract Negotiations
 - Data Acquisition (provided, as available, by the MPO, NDDOT, and local jurisdictions)
 - Consultant led in-field collection
 - Monthly updates (via Zoom or in person) to MPO TAC and Policy Board

- Data Review by MPO, NDDOT, Burleigh County and City of Bismarck
- Delivery of final approved data
- Final Presentations to the MPO TAC and Policy Board
- Quality Control/Quality Assurance (QC/QA) program: Detail the 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.
- Required Qualification Based Selection (QBS) Documents:
 - Signed Proposed Sub-Consultant Request Form if applicable (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)
- Resumes or list of Personnel: Detail who will be assigned to work on the project (including titles, education, and/or work experience).
- Optional: The Federal Standard Form 330, "Architect-Engineer Qualifications", is an NDDOT requirement, and proves the consultant is pre-qualified to provide architectural, engineering, and/or planning services. Consultants will not be penalized if the SF 330 is omitted in their proposal, but the MPO will verify a current version is on file with NDDOT after **the consultant is selected for contract negotiations. Architect and Engineering firms must have an active SF 330 on file with NDDOT before the contract can be signed.** See <https://www.gsa.gov/system/files/2024-08/SF330-21a.pdf> for a link to the SF 330. All SF 330 forms provided to the MPO 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 Policy in conjunction with North Dakota Century Code 44-04 requirements, 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.

V. ADDITIONAL REQUIREMENTS AND MISCELLANEOUS INFORMATION

State, Federal and Local Contract Requirements:

The City of Bismarck as the MPO's Host Agency, the NDDOT, and FHWA require that specific clauses accompany federally funded projects executed by the MPO. Consultants shall abide by the necessary clauses included verbatim and unaltered in all potential MPO contracts. *The clauses can be reviewed in Appendix D: State, Federal and Local 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 Bismarck-Mandan Metropolitan Planning Organization (BMMPO) and North Dakota Department of Transportation (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/MS PowerPoint
- Adobe Acrobat (Standard or Compatible)
- NDDOT Data Collection Codes and Procedures
- NDDOT and/or City, as applicable, Drafting Standards
- Chapter 19 NDDOT Survey and Photogrammetry Manual
- NDDOT Design Manual
- ArcGIS Online
- GIS Data
- Format compatible with MS2

VI. 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 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 evaluation of written proposals along with interviews. All firms not selected will be notified in writing.

A final scope of work will be developed, and cost 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.

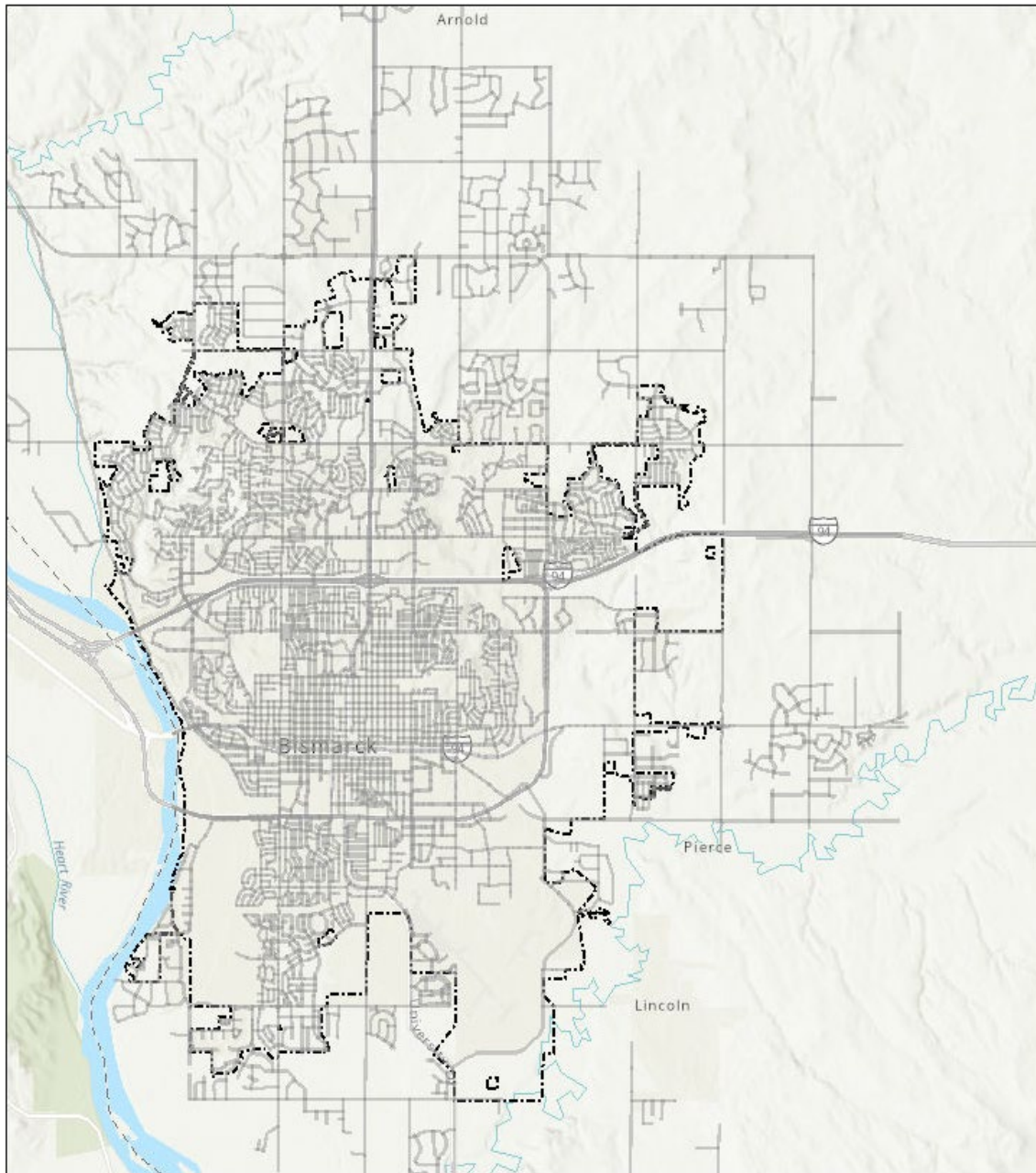
VII. REGIONAL CONTEXT AND EXISTING CONDITIONS

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. Within the MPO area, the city of Bismarck in Burleigh County has an approximate population of 75,500; the city of Mandan in Morton County approximately 24,522; and the city of Lincoln, also in Burleigh County, nearly 5,000. Burleigh County has seen an increase in its population to 103,107, making it the second most populous county in the state, while Morton County has likewise seen an increase over the 2020 US Census numbers and has approximately 34,000 residents. (Source: 2020-2024 5-year American Community Survey).

VIII. STUDY AREA



IX. SCOPE OF WORK

Traffic Collection Preparation

The MPO envisions that radar/visual counters (example: MioVision) will be most beneficial in obtaining the type of counts requested in this RFP. However, the consultant may use whichever traffic data collection equipment best suits the roadway configuration and traffic conditions as well as physical features of the location.

The consulting/engineering firm will be responsible for supplying the appropriate amount of traffic data collection equipment needed to complete the project on time. Counting equipment shall be used in accordance with manufacturers' recommendations to obtain proper vehicle classification and/or identification. Any equipment damaged or lost during traffic data collection for any reason will be at the consultant's expense.

The consultant shall determine which locations they plan to count prior to each deployment and shall determine if there are any events, closures or any other activities that may interfere with the counting equipment or may jeopardize the reliability of the counts. The consultant shall also notify the proper jurisdictional city's Public Works and Engineering Departments of the subject roadway at least two (2) working days prior to each counter deployment so that the proper maintenance crews are aware of the presence of the counting equipment when performing their work.

Upon arrival at each count location, the consultant's technicians should assess the area to determine if there are temporary conditions that may impact the count data. In such cases, the location may need to be rescheduled. If the consultant has any questions regarding the impact of certain events/closures on desired traffic counts, the consultant may ask the MPO contact.

The consultant shall determine if any permits are necessary to perform the work and shall obtain any permits necessary prior to beginning work. Any costs associated with permits will be the responsibility of the consultant.

At all times the consultant's technicians in the field will be responsible for determining the relative level of safety for deploying traffic counters. If a technician feels unsafe at any time, they should not deploy traffic counters. The consultant is strongly encouraged to schedule technicians so that counter deployment can occur during non-peak hour travel times and only during daylight hours. The consultant's technicians will be responsible for wearing all appropriate personal safety equipment, and for deploying appropriate signage and traffic control devices (e.g., cones, etc.) to alert motorists to their presence. The MPO strongly recommends that all technicians work in teams of no less than two persons, where one person can act as flagger and spotter for the person deploying the traffic counter (see MUTCD for appropriate flagging techniques).

It is the responsibility of the consultant's technicians to review each location and the existing circumstances to determine if a flagger/spotter is a necessary safety precaution. The MPO recommends that aerial photos of each deployment location be reviewed prior to counter deployment in order to develop a plan for proper and safe placement of the counter, and to determine where the technicians should park their vehicle while deploying the counters.

Traffic Data Collection

The consultant will be responsible for safely, accurately, and efficiently collecting 48-hour traffic count data at up to forty (40) designated locations which may consist of intersections or segments. Trucks shall be considered vehicle classes 5 through 13. Turn movement counts and bicycle and pedestrian counts are requested at six (6) specified count locations in the city of Bismarck. Turn movement counts, bicycle counts, and pedestrian counts will be collected at all other locations for which such counts may be appropriate. Locations are approximated in the attached Exhibits and will be finalized at time of contract negotiation.

Additional locations, which may consist of intersections or segments, collected by NDDOT and ATAC throughout 2024, 2025 and 2026, require compilation by the Consultant. NDDOT collected 717 counts in 2025 and 794 counts in 2026. In 2024, 36 counts on segments were completed. ATAC has covered turning movement counts at 28 intersections in City of Bismarck. All locations will be compiled by the consultant along with new counts into a

single file to be used for the Travel Demand Model.

Equipment

It will be the responsibility of the consultant to provide all equipment necessary to perform the traffic data collection. The consultant will be responsible for providing the labor, transportation, and personal safety equipment (vests, cones, signs, etc.) necessary to safely and efficiently deploy traffic counters. Additionally, the consultant will be responsible for checking on counters every 24 hours to ensure that they remain secured and are operational.

Count Collection

The first deployment of traffic counters can begin approximately September 29 or October 1, 2026, and shall end prior to October 31, 2026. Traffic counts shall be collected on days when the schools are in session. Traffic counts shall be collected on Tuesday, Wednesday, and/or Thursday but shall not be conducted on any public holiday or when schools are not in session.

X. REVIEW AND COMPLETION PROCESS

Deliverable 1.0: The consultant will develop a spreadsheet noting the date of counts, location information (street, location description, and GPS coordinates), counter information, first 24-hour traffic count, second 24-hour traffic count (if collected), and average ADT. Seasonal adjustment factors will be applied from NDDOT sources and where applicable Advanced Traffic Analysis Center (ATAC) intersection turning movement counts should be used to estimate the AADT. The consultant shall provide the MPO with the count data no later than 14 days after the counts are taken (or after data is received from NDDOT). The spreadsheet shall be compatible with Microsoft Excel. The MPO and its partner jurisdictions will review all traffic count data in the spreadsheet and will work with the consultant to identify possible inaccuracies in recorded count data. The MPO will work cooperatively with the consultant to develop a list of re-count locations (if necessary). The raw count data files shall also be provided to the MPO and be displayed in 15-minute increments for this review.

Once all locations have been counted, the consultant shall provide the MPO with the completed spreadsheet of all traffic data information. Subsequently, the MPO and its partners will review all data in the spreadsheet. The MPO will again work with the consultant to identify possible inaccuracies in recorded count data and will cooperatively develop a list of re-count locations (if necessary). Any recounts, at any time during the project, will be at the expense of the consultant.

Deliverable 2.0: Upon approval of traffic count data spreadsheet, the consultant shall provide the MPO with a GIS shapefile consisting of count information with a point at each specific count location. The points shall be shown in NAD 1983 HARN State Plane North Dakota South FIPS 3302 Feet Intl. The attributes of each segment volume count location shall include:

- Count ID Number
- Street
- Location Description
- Latitude
- Longitude
- Date & Time Set Up
- Date & Time of Pick Up
- Within ¼ mile of school
- Street Classification
- AADT
- Truck Count
- % Trucks
- MPO/Consultant collection versus NDDOT collection

Refer to Exhibit for template of data format for turning movement counts.

The MPO will review the shapefile for accuracy and work with the consultant to incorporate any necessary changes. The final shapefile will be provided to the MPO, and its partners and NDDOT via the MPO.

Deliverable 3.0: Final raw files of the data, displaying counts in 15-minute increments, will be provided to the MPO. The MPO will share the raw files with its partner jurisdictions and NDDOT.

Deliverable 4.0: It is preferred, but not required, that count data be made available on a cloud-based platform. Access to the platform will be given to the MPO (and its partners and NDDOT via the MPO) following the successful review of the collected data.

Note to Consultants: Once completed with the project, all count information shall become the property of the MPO and its partners. The consultant shall not keep or sell any of the traffic data without prior permission from the MPO and its partners.

Schedule for Contract Development and Final Project Deadline:

RFP Submittal Deadline	August 14, 2026
Notification for Interviews	August 17, 2026
Interviews	August 31 - September 3, 2026
Notification of Ranking	September 9, 2026
Consultant Approval(s)	September 15, 2026
Formal Notification of Firms	September 15, 2026
Negotiation of Work Fee and Scope of Work	September 16-21, 2026
Notice to Proceed	September 29, 2026 (Approx.)
Data Acquisition (including in Field)	September - October 2026
Data Processing and QC	September - October 2026
Deliverable 1.0	November 2026
Deliverable 2.0	November 2026
Deliverable 3.0	November 2026
Deliverable 4.0	November 2026
Final Data Delivery	December 2026
Project Completion	December 31, 2026

XI. INFORMATION AVAILABLE TO THE CONSULTANT

The following resources/data/information are available for the study from the Bismarck-Mandan MPO and its partners:

1. [ITS Architecture Update](#) – 2025
2. [MPO Title VI/Non-Discrimination Plan](#)
3. [MPO Public Participation Plan](#)
4. Land base/Infrastructure data from member jurisdictions
5. Colored Digital Orthophotography – 3-inch resolution – 2023
6. Digital Elevation Data – 1 foot contours – 2023
7. [MPO Traffic Count Data](#) (Provided through NDDOT)
8. [NDDOT Traffic Operations Manual](#) – 2024
9. [Travel Demand Model Review and Socio-Economic Projections Final Report](#) – 2024
10. [Bismarck Public School Calendar for 2026-2027](#)

EXHIBITS

Serial No.	X Coordinate	Y Coordinate	Name	Location Details	Functional Class	ATAC Comments	Available in 2024 Counts?	Available in 2025 Counts?	Significance
1	-100.5830348	46.80510104	Apple Creek Rd	Between 119th SISE & 132nd St SE	Collector	Neither the 2022 nor the 2026 dataset Includes an ADT point at this location. However, this point Is Important because it connects to the external centroid and Is required for trip generation.	No	No	High due to external centroid location
	-100.6670176	46.86885622	80th St NE	Between C Ave East & E Ave East	Minor Arterial		No	No	Medium
3	-100.7814508	46.8121391	7th St N	Between 71st Ave NE & 43rd Ave NE	Principal Arterial	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location.	No	No	Medium (comparable to 2022)
4	-100.7943900	46.8027525	Washington St S	Between Sweet Ave & Bowen Ave W	Principal Arterial	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location.	No	No	Medium (comparable to 2022)
5	-100.7841698	46.8381153	Century Ave E	Between 4th St N & Manitiona Ln	Principal Arterial	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location.	No	No	Medium (comparable to 2022)
6	-100.7823191	46.8381062	Century Ave E	Between Sweet Ave & Bowen Ave W	Principal Arterial	Frame counts are available for 2022, but no corresponding count is available for 2026 at this location.	No	No	Medium (comparable to 2022)
7	-100.8974893	46.8296834	4th St NW	Between 5th Ave NW & 4th Ave NW	Minor Arterial	A traffic count location is proposed here.	No	No	Low (no historical data available)
8	-100.8977923	46.8253314	Main St W	Between 6th Ave NW & 4th Ave NW	Minor Arterial	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location.	Yes	No	Medium (comparable to 2022)
9	-100.8942389	46.8258307	Main St W	Between 4th Ave NW & 2nd Ave NW	Minor Arterial	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location.	Yes	No	Medium (comparable to 2022)
10	-100.7944385	46.8009303	Washington St S	Between Indiana Ave E & Bowen Ave W	Principal Arterial	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location.	Yes	No	Medium (comparable to 2022)
11	-100.8935316	46.8302144	4th St NW	Between 3rd Ave NW & Collins Ave	Minor Arterial	A traffic count location is proposed here.	No	No	Low (no historical data available)
12	-100.8884281	46.83089079	4th St NW	Between 1st Ave NE & 3rd Ave NE	Minor Arterial	A traffic count location is proposed here.	No	No	Low (no historical data available)
13	-100.6901191	46.80903	Main Ave E	West of traffic circle at 6th St NE	Principal Arterial	Frame counts are available for 2022, but no corresponding count is available for 2026 at this location.	No	No	Medium (comparable to 2022)
14	-100.7649208	46.91057419	97th Ave NE	Between US 83 NW & 26th St NE	Collector	A traffic count location is proposed here.	No	No	Low (no historical data available)
15	-100.7952932	46.8018017	Bowen Ave W	Between Washington St S & Anderson St S	Collector	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location.	No	No	Medium (comparable to 2022)
16	-100.7831032	46.8041114	Front Ave E	Between 5th St S & 7th St S	Minor Arterial	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location.	No	No	Medium (comparable to 2022)
17	-100.7745022	46.8040086	Front Ave E	Between 11th St S & 12th St S	Minor Arterial	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location.	No	No	Medium (comparable to 2022)
18	-100.7740516	46.803695	12th St S	Between Front Ave E & Sweet Ave E	Collector	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location.	No	No	Medium (comparable to 2022)
19	-100.7298422	46.90727591	41st St NE	Between 97th Ave NE & 84th Ave NE	Collector	A traffic count location is proposed here.	No	No	Medium (no historical data available)
20	-100.7784241	46.8111303	9th St N	Between C Ave E & B Ave E	Principal Arterial	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location.	No	No	Low (comparable to 2022)
21	-100.7814538	46.8114521	7th St N	Between C Ave E & B Ave E	Collector	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location. This point is at the intersection of N 7th St and C Ave E.	No	No	Low (comparable to 2022)
22	-100.7808707	46.811625	C Ave E	Between 7th St N & 8th St N	Collector	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location. This point is at the intersection of N 7th St and C Ave E.	No	No	Low (comparable to 2022)
23	-100.7821195	46.8116299	C Ave E	Between 6th St N & 7th St N	Collector	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location. This point is at the intersection of N 7th St and C Ave E.	No	No	Medium (comparable to 2022)
24	-100.7868076	46.8085553	Rosser Ave E	Between 4rd St N & 4th St N	Minor Arterial	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location.	No	No	Medium (comparable to 2022)
25	-100.8023818	46.8086808	Rosser Ave W	West leg of Rosser Ave & Bell St N	Minor Arterial	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location.	Yes	No	Medium (comparable to 2022)
26	-100.7819383	46.7840665	E Wachter Ave	Intersection (east of main Ave W)	Minor Arterial	Traffic counts are available for 2022, but no corresponding count is available for 2026 at this location.	No	No	Medium (comparable to 2022)
27	-100.7508477	46.9186843	26th St N	East Leg of 3rd St & Wachter Ave E	Minor Arterial	Intersection (west of Tacoma Ave)	No	No	Medium (comparable to 2022)

Locations Requested by Burleigh County for Segment Volume Counts

28	-100.6520384	46.8811327	71st Ave NE	Near Scenic Hills Road	Collector	Neither the 2022 nor the 2026 dataset includes an ADT point at this location. However, this point is important because it connects to the external centroid and is required for trip generation	No	No	High due to external centroid location
29	-100.7509939	46.9058712	26th St N	Between 97th Ave NE & 84th Ave NE	Collector	A traffic count location is proposed here.	No	No	Medium (no historical data available)
30	-100.7959978	46.9249369	110th Ave NW	NW		A count somewhere east of 15th Street			
31	-100.8392594	46.9253342	111th Ave NW	NW		A count somewhere west of 15th Street			
32	-100.6797095	46.8813152	71st Ave NE	West of 80th Street NE					
33	-100.7742629	46.9539863	136th Ave NE	West of 26th Street NE closer to US 83					
34	-100.7502946	46.9482775	26th St N	South of 136th Ave NE					

Locations Identified for Fall 2026 Counts

Bismarck Locations: Turning Movement Counts, Bicycle Counts & Pedestrian Counts

Sr. No.	Intersection Name
1	7 th St & Arbor Ave
2	9 th St & Arbor Ave
3	Washington St & Reno Ave
4	Washington St & Wachter Ave
5	43 rd Ave N & Normandy St
6	Gateway Mall & Interstate Ave / Gateway Ave (1 block west of State St & Interstate Ave)

The following is an example of turning movement counts. Full version in Excel available upon request:

Study Name Bismarck sta 015-01128 Expressway & Miriam
 Project Traffic Data Section
 Project Code
 Legs and Movements All Processed Legs & Movements
 Bin Size 15 minutes
 Time Zone America/Chicago
 Start Time 2024-03-11 15:00:00
 End Time 2024-03-12 14:59:53
 Location 015-01128
 Latitude and Longitude 46.828862,-100.730588

PM Peak Mar 11 2024 4:30PM - 5:30 PM (0.855)
 AM Peak (Overall Peak Hour) Mar 12 2024 7:15AM - 8:15 AM (0.803)
 Midday Peak Mar 12 2024 11:45AM - 12:45 PM (0.953)

Leg Direction Start Time	Bismarck Expressway Southbound				Miriam Ave Westbound				Bismarck Expressway Northbound				Miriam Ave Eastbound			
	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn
2024-03-11 15:00:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 15:15:00	0	4	0	0	1	0	1	0	1	1	0	0	0	0	0	0
2024-03-11 15:30:00	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 15:45:00	0	0	0	0	1	0	0	0	0	2	0	0	0	0	0	0
2024-03-11 16:00:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2024-03-11 16:15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 16:30:00	0	2	0	0	0	0	1	0	0	4	0	0	0	0	0	0
2024-03-11 16:45:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 17:00:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0
2024-03-11 17:15:00	0	1	2	0	0	0	0	0	0	3	0	0	0	0	0	0
2024-03-11 17:30:00	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0
2024-03-11 17:45:00	0	2	0	0	1	2	0	0	2	0	0	0	0	0	0	0
2024-03-11 18:00:00	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0
2024-03-11 18:15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 18:30:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 18:45:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0

2024-03-11 19:00:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2024-03-11 19:15:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 19:30:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2024-03-11 19:45:00	0	1	0	0	0	0	0	0	0	4	0	0	0	0	0	0
2024-03-11 20:00:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 20:15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 20:30:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 20:45:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 21:00:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2024-03-11 21:15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 21:30:00	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0
2024-03-11 21:45:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 22:00:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 22:15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 22:30:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 22:45:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 23:00:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
2024-03-11 23:15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 23:30:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-11 23:45:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-12 00:00:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-12 00:15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-12 00:30:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-12 00:45:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-12 01:00:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-03-12 01:15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

[illegible]

PROPOSED SUB-CONSULTANT REQUEST

North Dakota Department of Transportation, Environmental and Transportation Services
SFN 60232 (09-2012)

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

NDDOT Project Number		NDDOT Project Control Number (PCN)		Prime Consultant Company Name	
Company Name		Owner			
Address		City		State	ZIP Code
Company Telephone Number	Fax Number		E-Mail Address		

Type of Work to be Subcontracted

☐ Appraisals	☐ Environmental	☐ Planning	☐ Structural Design
☐ Architecture	☐ Geotechnical Materials	☐ Public Involvement	☐ Survey
☐ Bridge Inspection	☐ Testing Partnering	☐ Roadway Design	☐ Traffic operations
☐ Construction Engineering	☐ Facilitation	☐ Soil Contamination	☐ Wetlands Delineation
☐ Cultural Resources	☐ Photogrammetry	☐ Steel Fabrication	☐ Other _____

The undersigned declares that all statements listed above are true.

Firm Name
Print Name
Title
Signature
Date
Is Firm Currently NDDOT Certified as a DBE? ☐ Yes ☐ No

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)

- o 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.
- o 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.
- o 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

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A 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 as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix

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

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

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

Governments – State and Government Entity, as defined above

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

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$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: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

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

RM Consulted 2007
Revised 6-25



Federal Clauses

Required Federal Contract Provisions

COMPLIANCE REVIEW NOTE:

The federal contract provisions contained in this document were reviewed for compliance with applicable regulations as of November 6, 2025. While every effort has been made to ensure alignment with current federal requirements, users are advised that regulatory changes may occur. This document reflects the standards in effect at the time of review and does not constitute a commitment to update contract provisions retroactively unless required by law or funding agency directive.

BUY AMERICA REQUIREMENTS

23 CFR 635.410

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

Appendix

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

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

41 CFR 60-1.4(b) 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 actions 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

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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.

* * * * *

- (c) *Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.*
- (d) *Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.*
- (e) *Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.*
- (f) *Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.*

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."

USDOT DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

49 CFR 26

- (a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be

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treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- (b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

SANCTIONS AND PENALTIES FOR BREACH OF CONTRACT

2 CFR Part 200 Appendix II (A)

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

TERMINATION FOR CAUSE AND CONVENIENCE – 2 CFR PART 200 APPENDIX II (B)

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

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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)

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- (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.

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.

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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:

Name of Company

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Street Address

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 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

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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.