

**REQUEST FOR PROPOSALS
FOR
ENGINEERING TRANSPORTATION PLANNING SERVICES**

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

East Main Avenue Corridor Study

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 \$200,000.**

Interested firms should contact Rachel Drewlow, Transportation Planner, at the Bismarck-Mandan MPO, 221 N 5th Street, P.O. Box 5503, Bismarck ND 58506. Contact can also be made via phone 701.355.1852 or by email: rdrewlow@bismarcknd.gov.

All proposals received by 5:00 PM (Central Time) on October 13, 2021 will be given consideration for an interview. The Bismarck-Mandan MPO reserves the right to limit the interviews to a maximum of five (5) firms whose proposals most clearly meet the RFP requirements. Firms will be notified in writing or by phone of shortlist results. Successful candidates will receive date, time and location information for the interviews.

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

Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. Respondents must submit five (5) physical copies of the proposal and one (1) electronic copy of the proposal. The full length of the proposal shall be no more than eight (8) pages. That is, if printed doubled sided, the main body of the proposal would span four (4) physical pages. Appendix material may be supplied in addition to the eight (8) pages of the body. Submittals must be received no later than 5:00 PM (CT) October 13, 2021 and may be shipped or hand delivered to:

Rachel Drewlow
Bismarck-Mandan MPO
221 N 5th Street
P.O. Box 5503
Bismarck, ND 58506-5503

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.

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I. PURPOSE OF THE REQUEST

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

East Main Avenue Corridor Study

The MPO is requesting services to complete a transportation analysis of the East Main Avenue Corridor in Bismarck, ND, between 7th Street and 26th Street. Analysis will lead to recommendations for roadway configuration and access management. The transportation impacts of a potential land-use re/development will also be considered in this study. Limited model runs will also be performed by ATAC to evaluate the potential effect of lane reconfiguration on neighboring streets and the surrounding arterial roadways. Contract for model runs will exist between ATAC and the MPO, not the consultant. This study will be in cooperation with the City of Bismarck, the North Dakota Department of Transportation (NDDOT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA).

II. GENERAL INSTRUCTIONS

<p>A. Any questions or comments regarding this proposal should be submitted to:</p> <p style="text-align: center;">Bismarck-Mandan MPO 221 N 5th Street P.O. Box 5503 Bismarck, ND 58506-5503</p> <p style="text-align: center;">Phone: 701.355.1852 E-Mail: rdrewlow@bismarcknd.gov</p>
<p>B. Proposals shall be submitted to:</p> <p style="text-align: center;">Bismarck-Mandan MPO City/County Building 221 N 5th Street P.O. Box 5503 Bismarck, ND 58506-5503</p>
<p>C. All Proposals must be clearly identified and marked as follows:</p> <p style="text-align: center;">Proposal for: East Main Avenue Corridor Study Firm's Name Bismarck-Mandan MPO</p>
<p>D. The MPO will only consider proposals received prior to 5:00 PM Central Time October 13, 2021. Five (5) copies of the written proposal and one (1) electronic copy must be received by the deadline. Electronic copies may be sent via a flash drive or emailed to rdrewlow@bismarcknd.gov. Proposals received after the 5:00 PM deadline will be considered unresponsive and will not be considered for an interview. The MPO reserves the right to reject any or all proposals.</p>
<p>E. Proposal Cut Down: The Selection Committee intends to interview between three (3) and five (5) consultants, depending on the number and quality of proposals received. Strength of the written proposals will be the basis for awarding an interview. Consultants who are awarded an interview will be notified by phone. Consultants not selected for an interview will be notified in writing.</p>
<p>F. Selection Committee: The Selection Committee will consist of a five (5) person panel; four (4) voters and one (1) moderator. Committee members represent the following entities: MPO, City of Bismarck Engineering, City of Bismarck Planning, and Bis-Man Transit. The MPO project manager will moderate the interviews. Tie breaking votes</p>

are determined first via employment of a ND-certified Disadvantaged Business Enterprise (DBE), and then, if no DBE, by the moderator's rankings.
<p>G. Interviews: Consultants will be evaluated on both the written proposal and in-person interviews. Ranking is based on the criteria listed in Section V: Evaluation Criteria and Process. Interviews are planned to be held on November 8-10, 2021. Consultants will be given forty-five (45) minutes to present their proposals and entertain questions. The consultants will be responsible for managing their interview and allowing time for questions. There will be fifteen (15) minute breaks between interviews.</p>
<p>H. Disadvantaged Business Enterprise: In the event of equally ranked consultants, additional positive consideration will be given to proposals which employ a Disadvantaged Business Enterprise (DBE) company. The DBE company must be certified with the North Dakota Department of Transportation (NDDOT). This applies equally to the Prime or Sub-Consulting company, and any such company should be identified in the proposal.</p>
<p>I. Selection and Approvals: Selection will be based on the interview committee's recommendation. All interviewees will be notified of the selection results by phone and formal letter. Approval of the top ranked consultant will be requested of the MPO's Technical Advisory Committee (TAC) and Policy Board.</p>
<p>J. Contract Negotiations: Contract negotiations will begin immediately after Policy Board approval. <u>First, the MPO requires consultants to develop the study's contract.</u> Secondly, the draft contract is reviewed by MPO Staff, local and federal partners, and legal counsel(s). Contract review can take 4-5 weeks and may require iterative revisions. After negotiations, the MPO intends to execute the contract upon staff authority.</p> <p>Final negotiations will also require submission of:</p> <ol style="list-style-type: none"> 1) Prime Consultant scope of work and fee schedule not exceeding \$200,000 2) Prime Consultant Certificate of Liability Insurance 3) Scope of work and fee schedule for <u>ALL</u> Sub-consultants 4) Prime Consultant Indirect Cost Form (blank form will be provided by MPO) 5) SFN 60233: Prime Consultant Request to Sublet Form (blank form will be provided by MPO) 6) Up-to-date SF330 Form for NDDOT (See Section III: Content of Proposals).

III. CONTENT OF PROPOSALS

Length of Proposals:

The proposal pages shall be numbered and limited to four (4) double-sided physical pages or eight (8) single-sided physical pages. Pages shall be clearly numbered. The cover page, table of contents, and appendix material will not count toward the eight (8) page limit. The MPO prefers the documents be stapled, instead of bound, when possible.

Required Elements for Proposal:

The consultants are requested to be as brief and concise as possible. The consultant's written proposal shall address the following major sections:

1. Description of firm
2. Organizational chart showing project team and general activities
3. Table of key individuals' time available for project/study
4. Understanding of project and proposed work approach
5. Brief examples of past, pertinent work projects

Required Elements for Appendix:

The consultant's appendix must include the following items unless noted as 'optional'. The following items 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 soon as November 16, 2021 and should detail all activities necessary to complete the study. Activities may include but are not limited to:

- Contract Negotiations (typically takes four-six weeks)
- Monthly Updates (via telephone or in person) to MPO TAC and Policy Board
- Data Acquisition (provided, as available, by MPO, NDDOT, or City of Bismarck)
- Stakeholder Interviews
- Steering Committee Meetings/ Activities
- Public Outreach Activities (webpage, meetings, social media, news releases, etc.)
- Public Input Meetings
- Documents/Tech Memos for Study Milestones
- Draft Report Development
- Draft Report Review by MPO project manager and Steering Committee (Required before review by NDDOT, FHWA and FTA; will take approximately 2-3 weeks)
- Draft report Review by NDDOT, FHWA, and FTA (required before presentation to Commissions and MPO boards; will take approximately 1 month)
- Final Presentations to the Bismarck City Commission, and 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 (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: Consultants are encouraged to update or complete a Federal Standard Form 330 (Architect-Engineer Qualifications). The SF 330 is an NDDOT requirement, and proves the consultant is pre-qualified to provide architectural, engineering and/or planning services for NDDOT. Consultants will not be penalized if the SF 330 is omitted in their proposal, but the consultant selected for contract negotiations must provide an active SF330 before the contract can be signed.

See http://www.dot.nd.gov/divisions/environmental/docs/consultnt_prequal_reqirments.pdf for link to the SF 330. All SF 330 forms will be kept on file by the MPO and forwarded to NDDOT.

Disclosure of Proposal Ownership:

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

IV: ADDITIONAL REQUIRMENTS AND MISCELLANEOUS INFORMATION

Federal and State Contract Requirements:

NDDOT and FHWA require that specific clauses accompany federally funded projects executed by the MPO. Consultants should be prepared to abide by the necessary clauses and include each verbatim and unaltered in a potential contract. *The clauses can be reviewed in Appendix D: State and Federal Clauses.*

MPO Contract Requirements:

The MPO desires specific clauses in all their study contracts. Consultants should be prepared to abide by the following italicized section and include the clauses verbatim and unaltered in a potential contract.

The MPO reserves the right to hold ten percent (10%) of the total contracted invoiced amounts until the MPO believes it has received all of the following to its satisfaction:

- *Contracted deliverables as described in the RFP and final contract;*
- *Completed tasks as described in the RFP and final contract; and*

- *Satisfactory final product, project, and/or study*

If the MPO determines that the progress of the study is not acceptable as measured through the consultant supplied project schedule, which will be an attachment to the signed and approved contract, the MPO reserves the right to terminate the contract with the consultant with a 45-day written notice.

The MPO desires continuity of consultant staff throughout the project from the firm chosen. If the consultant replaces key staff and the MPO is dissatisfied with replacement staff, the firm chosen will have 30 days from written notice from the MPO to supply replacement key staff acceptable to the MPO. If the firm chosen fails to supply acceptable replacement staff within the 30-day period, the MPO may cancel the contract.

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

General Information:

The 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 NDDOT, as per the ‘Ownership of Work Product’ Clause. The final report will be submitted using the following formats and standards, if applicable:

- MS Word/ MS Excel
- Adobe Acrobat (Standard or Compatible)
- NDDOT Data Collection Codes and Procedures
- NDDOT and/or City, as applicable, Drafting Standards
- NDDOT Design Manual
- Chapter 19 NDDOT Survey and Photogrammetry Manual

V. EVALUATION CRITERIA AND PROCESS

The selection process will be completed in accordance with Bismarck-Mandan MPO policies. Written proposals shall address the firm’s ability to perform the necessary services in the allotted time with qualified personnel. Selection will be based on a selection of 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
8. Recent and current work for the agency
9. Project schedule

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

In the event of equally ranked consultants, additional positive consideration will be given to proposals which employ a Disadvantaged Business Enterprise (DBE) company. If no DBE is employed, the moderator’s rankings will provide the tie-breaking score. See Section II: General Instructions for more information.

A final scope of work and cost will be negotiated with the successful firm. The successful firms will complete a cost schedule not exceeding \$200,000 before contract negotiations are finalized. An agreement will be executed with a single firm. If unable to arrive at an agreement with the top ranked firm, the MPO retains the right to move on to negotiations with the

second (then third, etc.) ranked firm. Approved sub-agreements for minor portions of the work will be permitted.

VI. REGIONAL CONTEXT AND EXISTING CONDITIONS

Bismarck-Mandan MPO Region:

The Bismarck-Mandan MPO consists of the cities of Mandan, Bismarck, and Lincoln, and the metropolitan portions of Burleigh and Morton County. 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 with an estimated population of approximately 115,000 and 50,000 households (Source: 2013-2017 5-year American Community Survey). The MPO area is bisected from north to south by the Missouri River and is generally comprised of rolling topography throughout. One of the more noteworthy challenges facing the MPO planning area is the heightened level of growth, experienced largely to energy development in western North Dakota from 2011-2015. Historic growth trends in the MPO area have traditionally hovered within a 1% to 1.5% annual rate of population growth. The currently adopted growth projection is a “Continuation of Past Trends”, or a 1.2% annual growth rate for the period between 2015 and 2045.

While the population growth is generally perceived as positive, there are some noteworthy concerns, specifically: the impact of recent growth on public service costs, the continued ability of the MPO region to grow in an efficient manner, and the ability to maintain the high quality of life enjoyed by residents of the communities. Heightened rates of growth strain many aspects of the region’s transportation infrastructure. Topography, man-made barriers, and historical development patterns have contributed to challenges regarding roadway connectivity, specifically north-south movements in Bismarck. The heightened level of growth has also created a greater strain on area municipal services, schools, and transportation. The MPO’s local jurisdictions have worked diligently to meet these needs, and now must develop a balance to accommodate the expanding systems but also maintain current, aging infrastructure.

Local Existing Conditions:

Main Avenue in Bismarck is functionally classified as a principal arterial roadway and is a designated truck route within the corridor study limits from 7th Street to 26th Street. This corridor is a major route between downtown Bismarck to the west and Bismarck Expressway to the east. The corridor is a 3-lane urban roadway from Washington Street to 9th Street, a 5-lane urban roadway between 9th Street and 26th Street, and a 2-lane rural standard section from 26th Street to Expressway Avenue. The corridor intersects other major north/south functionally classified roadways including 9th Street, 12th Street, 19th Street/Airport Road, and 26th Street. Railroad lines also travel alongside and cross over this section of roadway.

Bismarck’s East Main Avenue carries between 8,000 and 15,000 vehicles on average per day. Several intersections in the study area become congested at peak times. 7th Street and 9th Street have both been identified as high crash locations for the area. Limited building setbacks, right of way constraints, and a high number of access points create hazards for all users. Additionally, the BNSF Jamestown Subdivision rail line, which carries 25 to 35 trains per day, runs parallel to Main Avenue just south of the roadway. The proximity of this rail line causes traffic signals at 19th Street/Airport Road and 12th Street to go into a pre-empt cycle to clear vehicles off of the tracks when trains are present.

The study area is predominantly light industrial and commercial uses, with some residential uses further north and (in portions) to the south. Many vacant lots and parking lots exist along the proposed study section. The roadway also exists partly within the Renaissance Zone and the ‘Machining’ District. Therefore, there is potential for further development along the corridor. This development may be focused toward the reuse of existing warehouse(s)/ buildings into more multifunctional uses or the continuation of commercial and industrial uses on vacant lots. This area is expected to remain largely auto-dependent and a major thoroughfare through central Bismarck.

The surface of Main Avenue, between 9th Street and 26th Street, needs maintenance and repair. Concrete condition has deteriorated over the last several years, and the City’s efforts to repair the roadway using local funds have been protested out by local property owners. The roadway may be nearing the end of useful life and could require reconstruction if repairs are not completed soon.

VII. OBJECTIVE

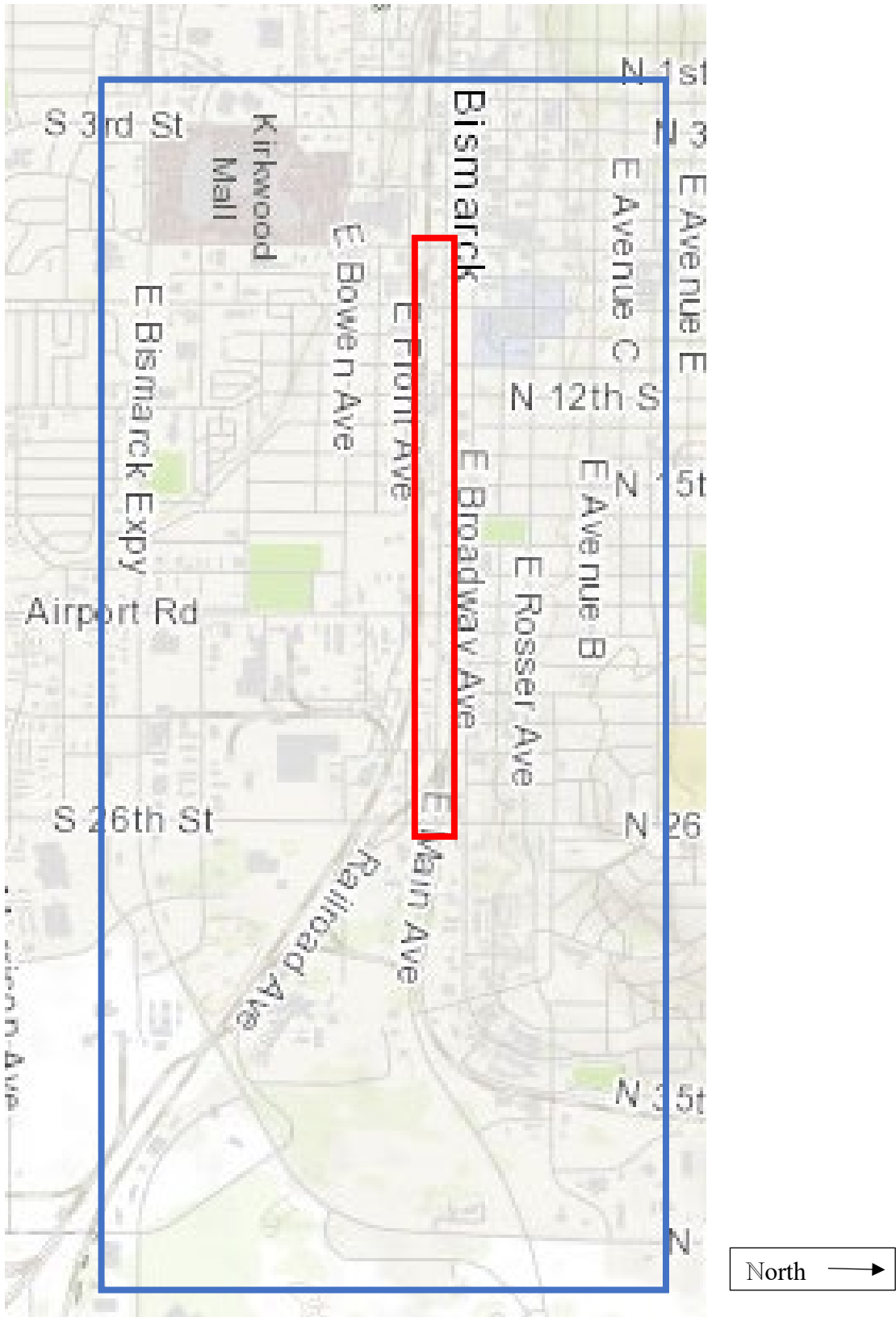
The reconstruction of East Main Avenue, if needed in the future, creates a potential opportunity to reallocate the roadway and pedestrian rights-of-way. Reallocation may better serve the future needs of the neighborhood and the City, particularly by increasing sidewalk widths for pedestrians and providing on-street parking. Public appetite and desire for lane reduction should be a primary focus of this study. It is possible that no lane reduction is advisable, and in such a case, alternatives in transportation management should be the primary focus. Possible alternatives to the current configuration could include, but are not limited to, reducing lanes, adding parking, widening sidewalks, improving ADA facilities, signal/intersection improvements, incorporating transit facilities, and eliminating or combining access points. Any reconfiguration should be mindful of the sentiments of neighboring property owners, the continued usage and maneuvering of freight vehicles, and the possibility of changes in adjacent land use.

Considering that roadway repair is imminently needed, the City desires to pursue federal funding to assist in the repair and/or reconstruction of the roadway. Final study documents should be prepared with appropriate figures, graphics, and language in order to support an eventual grant application to the North Dakota Department of Transportation.

VIII: STUDY AREA

The study extends along Bismarck's Main Avenue, between 7th Street and 26th Street. (This study will also include a limited number of model runs performed by the Advanced Traffic Analysis Center (ATAC). Model runs will evaluate the potential effects of roadway reconfiguration on the immediately adjacent road network and surrounding arterial system. Contract for model runs will exist between ATAC and the MPO, not the consultant.)

(MAP on NEXT PAGE)



Google Map of Study Area. Red box shows the focus area for the planning study. Blue box shows the expanded focus area for the modeling work.

IX. SCOPE OF WORK

At minimum, the consultant will be expected to establish detailed recommendations to address the previously identified issues in accordance with the following task. Consultants are encouraged to prepare a proposal, project methodology and work plan with sufficient detail to adequately represent the technical analysis necessary to establish defensible recommendations. The identified issues should be set forth within a detailed project approach and synthesized in a manner that will produce a comprehensive and clear study.

1. **Project Management** -- This task involves activities required to manage the project including staff, equipment, and documentation. It also includes the preparation of progress reports, documenting travel and expense receipts, and preparing and submitting invoices in a timely manner. This task includes monthly progress reports to the MPO, the Technical Advisory Committee, and to the Policy Board.
2. **Monthly TAC and Policy Board Meetings** – The consultant will provide monthly updates (i.e. progress reports) to the MPO TAC and Policy Board. Updates will be conducted verbally and with written memorandums, briefly updating board members on the status of the project. A minimum of one (1) personal appearances is also preferred before the TAC and Policy Board during the development or completion of the study.
3. **Study Review Committee** –The MPO project manager will assist the consultant in developing a Steering Committee(s) for the study. The Committee(s) may contain but are not limited to the following members:
 - City Engineer/ City Traffic Engineer
 - City Planner(s)
 - Other City Staff (i.e. Administration)
 - Staff member(s) of the MPO
 - NDDOT District
 - NDDOT Local Government Division
 - FHWA
 - FTA
 - Member(s) of the Bismarck Downtowners
 - Member(s) of Bis-Man Transit

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

4. **Data Collection** – The consultant shall identify the data collection needed to conduct a technical analysis for the corridor study. The consultant shall also identify times and methods in which the data will be collected. The MPO and City of Bismarck will provide datasets as available. Any additional data collection needed to complete technical analysis will be the responsibility of the consultant.
5. **Evaluate and Document Existing Conditions** such as:
 - Functional Classification
 - Geometrics
 - Typical Sections
 - Pavement Conditions (use of existing documentation information only; no field work)
 - Traffic
 - Traffic Operations
 - ITS Deployments
 - Transit Service Levels
 - Bicycle and Pedestrian Accommodations
 - Crash History
 - Identify Existing Access Locations
 - Lighting
 - Right-of-Way (use of existing documentation information only; no field work)
 - Utilities (use of existing documentation information only; no field work)
6. **Technical Analysis** – Conduct existing and planning year technical analyses for corridor capacities, intersection level of service (LOS), and intersection control evaluation (ICE).
7. **Use of Travel Demand Modeling** – The services of the Advanced Traffic Analysis Center (ATAC) will be used to prepare current (2015 base year) and future (2045 horizon) model runs. The runs will involve alternative

roadway configurations under the 1.) current land uses and under 2) increased land development. Consultant will need to liaison with ATAC, the MPO and the City of Bismarck to incorporate the model outputs into their recommendation. Contract for model runs will exist between ATAC and the MPO, not the consultant.

8. **Issues Identification & Needs Assessment** – Based on existing year and planning year (2045) – provide documentation on all identified issues for the basis to develop alternatives. The issues identification and needs assessment should include comprehensive plan reviews, crash analysis, access control, future traffic forecasts, roadway segment LOS, intersection LOS, consideration of all modal facilities, and early public input.
9. **Alternative Development** – Alternative development should include a status-quo (no-change) alternative with existing geometries and at least two revised geometries with sub-alternatives as appropriate. Alternative geometries may include full or partial lane reductions.

Alternatives should be demonstrated in a manner in which the public and SRC can graphically see what is being proposed. Alternative development should include but not be limited to:

- Recommended roadway sections to meet future capacity needs:
 - i. Under current land uses
 - ii. Under redeveloped land uses/ Infill (as identified through discussion with area landowners)
- Geometric improvements
- Intersection control
 - i. Priority Intersections for detailed analysis:
 1. 26th Street
 2. 19th Street/ Airport Road
 3. 12th Street
 4. 9th Street
 5. 7th Street
 6. Others as identified in the study
- Access management strategies
- Multi-Modal Level of Service
- Opportunities for transit services
- ITS/Traffic Operations (including, but not limited to, signal coordination and improvements in the traffic operations)
- Incident Management/Alternate Routes
- Lighting enhancements
- Parking strategies – on and off street

Note: The study section of the East Main Avenue corridor is a freight and through-movement corridor but also a transition zone for the downtown core. Study alternatives should identify appropriate character and purpose for the various sections of East Main Avenue. Certain segments, particularly those in proximity to downtown, may be more likely candidates for lane reduction/geometry revisions or enhanced pedestrian elements. Other sections will be less likely candidates. This study should determine the most appropriate opportunities for configuration changes according to the technical analysis, public input and stakeholder opinion.

10. **Alternative Impact Analysis** – Based on the alternatives developed, each alternative should include analysis which will help the study team to recommend a ranked group of feasible alternatives for the corridor. The analysis information which shall be provided for the corridor should include but not be limited to the following:
 - Preliminary cost estimates
 - Right of way impacts
 - Traffic Operations – Resultant vehicle delays and LOS
 - Potential impact to traffic flow and ADT/AADT on surrounding network
 - i. Main Ave (3rd Street - 7th Street)
 - ii. Main Ave (26th Street – Expressway)
 - iii. Expressway (3rd Street – Main Ave)
 - iv. Broadway (7th Street – 26th Street)
 - v. Front Ave (7th Street – 12 Street, Airport Road – 26th Street)
 - Safety (as identified by the Steering Committee)
 - Access guidelines
 - Multi-Modal Level of Service

- ITS/Traffic Operations Strategies
 - Incident Management/Alternate Routes
 - Conform to other approved plans
 - Public input on alternative
 - Parking – on and off street
11. **Public Participation** – See Section XI: Public Involvement Plan for detailed information.
 12. **Feasible Alternative Identification** – The consultant shall propose a method for cooperatively selecting a ranked list of alternatives amongst the SRC. The alternative may be a combination of previous alternatives.
 - a. Drawings and impact analysis should be completed on the ranked group of feasible alternatives.
 - b. Preliminary cost estimates and a financial plan shall be completed for the ranked group of feasible alternatives.
 - c. Prepare an aesthetic conceptual drawing including preliminary cost estimates for ranked group of feasible alternatives.
 13. **Planning Level Purpose and Need Statement** – Develop a planning level Purpose and Need Statement for inclusion within the study that will later support environmental documentation.
 14. **Project Implementation** – The consultant shall propose funding sources and preliminary project staging to prepare an implementation plan in which the ranked group of feasible alternatives can be included within the MTP and Transportation Improvement Program (TIP) as necessary.
 15. **Draft and Final Report** – The consultant is responsible for providing the draft report and appendices in electronic format for review, as well as 3 paper copies of the final report. The reports shall be neatly bound and shall also be offered in electronic format. All graphics within the report of preliminary and final alternatives shall be easy to read and easy to reproduce. Summaries and technical analysis of important meetings shall be included in the appendix of the report.
 16. **Executive Summary** – Upon completion of the final report, the consultant shall prepare an executive summary which relays all pertinent information to interested parties and to commissions and councils for review. The graphics in the executive summary shall be easy to read and easy to reproduce.

X. REVIEW AND COMPLETION PROCESS

A. Draft Development and Review:

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

B. Final Presentations/ Completion:

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

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

C. Deliverables:

The final study report shall be produced after all comments on the draft report are addressed, final presentations are complete, and the report has been approved by the MPO TAC and Policy Board. A minimum of three (3) paper copies shall be provided as well as an electronic version. All products are to be delivered to the MPO project manager for dissemination to the appropriate City, MPO staff, TAC/ Policy Board Member, or oversight agency.

Schedule for Contract Development and Final Study Deadline:

NOTE: It is the hope of the MPO that the study will be completed within 12-15 months from the signing of the contract.

RFP Submittal Deadline	October 13, 2021
Notification for Interviews	October 25-27, 2021
Interviews and Notification of Ranking	November 8-10, 2021
Approval to Proceed with Contract Negotiations	November 16, 2021
Formal Notification of Firms	November 17-19, 2021
Negotiation of Work Fee and Scope of Work	December 2021
Final Project Report & Presentations	December 2022/ January 2023

XI. PUBLIC INVOLVEMENT PLAN

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

- 1) Two (2) or three (3) public meetings/design charrettes for the public, including residents, businesses, and stakeholders. The meetings will occur at regular times during the study. The designated time may include in-person and/or virtual meeting options. Meetings should inform the community of the study's purpose, extents, and progress; present existing conditions and alternatives; and engage the public to provide input. All input and attendance from the public meetings shall be recorded, and addressed when necessary, in the study document
- 2) Outreach to major stakeholders and property owners along the corridor. This may be conducted via phone, web-meeting, or at in-person group meetings. This outreach may occur at multiple times during the study and should be completed before PIM #2.
- 3) Consultants are encouraged to reach out to the community at large and interested or affected community members. Consultants are encouraged to use novel means to inform the public and gather their opinions. Suggested ideas could include but are not limited to flyers; updates in City bulletins, radio or television PSAs; coordination with local public or commercial media outlets; presentation to community/ business groups, and public meetings
- 4) A website for the study that will be interesting, provide up-to-date information, and be easy to use by the public.
- 5) The MPO requests that a member of the consultant team development and maintain social media posts or other online engagement tools to enhance the public involvement process and encourage the public's participation.

The MPO will not allow consultants to create additional Facebook pages for MPO studies. However, the MPO can allow administrative privileges to designated consultant staff during active phases of the study. This arrangement allows the designated staff to provide study updates and public outreach via Facebook, while also allowing the MPO project manager and the City of Bismarck's Public Information Officer convenient access to monitor public responses.

- 6) Three (3) final presentation meetings, with potential for each to be a public hearing. One meeting with each of the following entities: Bismarck Board of City Commissioners, MPO TAC and MPO Policy Board.

Other Engagement Notes:

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

XII: INFORMATION AVAILABLE TO THE CONSULTANT:

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

Available for Download:

1. [NDDOT Traffic Operations Manual](#) – 2018
2. [FHWA Traffic Signal Timing Manual](#) – 2008
3. Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways ([2009 Edition with Revision Numbers 1 and 2](#)) – 2012
4. [ITS Architecture Update](#) – 2013 (Update Pending 1/2022)
5. [MPO Title VI/Non-Discrimination Plan](#) – 2017
6. [MPO Public Participation Plan](#) – 2017
7. [Bismarck-Mandan MPO Monitoring Report](#) –2017
8. [Downtown Bismarck Subarea Study](#) – 2014
9. [2018 Transit Development Plan](#) – 2019
10. [Bismarck-Mandan Bicycle and Pedestrian Plan](#) – 2017
11. [Regional Freight Study](#) – 2018
12. [Travel Demand Model Review and Socio-Economic Projections Final Report](#) – 2018
13. [Arrive 2045 \(2020-2045 MTP\)](#) – 2020
14. [2021-2024 Transportation Improvement Program](#) – 2021
15. [Bismarck Growth Management Plan](#) – 2014
16. [MPO Traffic Count Data](#) (Provided on the through NDDOT)

Available by Direct Request:

17. Land base/Infrastructure data from member jurisdictions
18. MPO-Wide Colored Digital Orthophotography – 3-inch resolution – 2020
19. MPO-Wide Digital Elevation Data – 1-foot contours – 2020
20. MPO's 2018 Turning Movement Counts
21. MPO's 2016 Turning Movement Count

Additional Recommended Resources:

22. ITE – Traffic Engineering Handbook, 7th Edition

Appendix A: Proposed Sub-Consultant Request Form

**Appendix B: Consultant Self Certification of Government-Wide Debarment and Suspension (Nonprocurement)
Form**

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 _____

Appendix C: Certification and Restriction on Lobbying Form

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 _____

Appendix D: State and Federal 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 **\$250,000 per person** and **\$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person** and **\$1,000,000 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 \$250,000 per person and \$1,000,000 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.

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DISADVANTAGED BUSINESS ENTERPRISE EFFORTS

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

1. Policy

It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Agreement.

2. DBE Obligation

The MPO and contractor agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under or pursuant to this Agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

The consultant's efforts to involve DBE businesses in this project needs to be shown. If the consultant is a DBE, a statement indicating that the business is certified by the NDDOT as a DBE/MBE shall be included in the proposal. If the consultant intends to utilize a DBE to complete a portion of this work, a statement of the subcontractor's certification by the NDDOT shall be included. The percent of the total proposed cost to be completed by the DBE shall be shown. A copy of NDDOT's current certified DBE Directory can be secured at the Bismarck-Mandan MPO.

Appendix B

Federal Clauses

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

41 CFR 60-1.4(a)

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

Appendix B

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

2 CFR Part 200 Appendix II (C)

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

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

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

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

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

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

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

Appendix B

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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