



Grand Forks - East Grand Forks Metropolitan Planning Organization

MPO Staff Report **Technical Advisory Committee: December 14, 2016** **MPO Executive Board: December 21, 2016**

RECOMMENDED ACTION: Approve the RFP for Origin/Destination Data

Matter of the Origin/Destination RFP.

Background:

Attached for your consideration is the Draft Origin-Destination Data for North Dakota Travel Demand Modeling Request for Proposals (RFP). This RFP will be used to select a vendor that will provide the origin-destination data required for development of the Travel Demand Model (TDM), a key component of the 2045 Metropolitan Transportation Plan. This data is necessary in order to calibrate the trip assignments of the TDM as well as depict the travel patterns both within and to/from the MPO planning area.

Similar to the process used earlier this year for the purchase of socio-economic data, this project will be a four-party agreement between MPO, NDDOT, and the two other North Dakota MPOs. NDDOT has authorized the MPOs to utilize de-obligated funds from the 2014 Consolidated Planning Grant for the purchase of this data. Our MPO local match for this project will total \$4,800.

Due to the urgency in which this data must be acquired, Staff from all three MPOs are requesting their boards to approve the following items in order to keep the development of the TDM on schedule:

1. Approval of the Request for Proposals;
2. Approval to allow Staff to select the Consultant; and
3. Approval to allow Staff to negotiate with the preferred Consultant and execute the contract.

Advanced authorization of these three items will greatly expedite the process and is essential in ensuring each MPO is able to keep the TDM development schedule on-track.

ANALYSIS AND FINDINGS OF FACT:

- NDDOT has graciously allowed use of the de-obligated CPG funds which significantly assisted our MPO's financial status

SUPPORT MATERIALS:

- Draft RFP

REQUEST FOR PROPOSALS (RFP)

Origin - Destination Data for North Dakota Travel Demand Modeling

December 2016

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG), the Bismarck-Mandan MPO, and the Grand Forks-East Grand Forks MPO, in cooperation with the North Dakota Department of Transportation (NDDOT) (collectively referred to as the Client), request proposals from qualified firms to provide origin-destination data for the three MPO areas in North Dakota. The Client intends that this data will 1.) integrate with Travel Demand Models, 2.) calibrate modeled trip assignment, 3.) verify accuracy of forecasted trip generation within transportation analysis zones (TAZs) under various policy and planning scenarios, and 4.) show travel patterns for further transportation planning or operations analysis.

All applicants meeting the [January 13, 2017](#) deadline for submittal will receive consideration. Selection criteria will follow a qualifications-based review process to analyze proposals from responding firms. It is anticipated that qualified firms will be asked to participate in a telephone interview or online webinar to discuss and, if desired, demonstrate the ability of their product to meet the needs of the Client. Upon completion of technical ranking, telephone interviews and possible discussion with candidate consultants, the Client will enter into negotiations with the top ranked firm.

This project will be funded in part with federal transportation funds and has a **not-to-exceed budget of \$90,000**. The selected firm must be able to provide the data products no later than March 10, 2017. All invoices are to be received by April 1, 2017.

Interested firms can request a full copy of the RFP by telephoning 701.355.1852, or by e-mail: rdrewlow@bismarcknd.gov. Copies will be available for download in .pdf format at www.bismarcknd.gov/mpo.

Fax versions will be not accepted as substitutes for the hard copies. Once submitted, the proposals will become the property of the client.

This document can be made available in alternative formats for persons with disabilities by contact Title VI/ADA Coordinator at 701-355-1332, MPO@bismarcknd.gov, or TTY 711 or 1-800-366-6888.

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I. PURPOSE OF REQUEST

The purpose of this Request for Proposals (RFP) is to provide interested consulting firms with information about the professional services desired by NDDOT, the Fargo-Moorhead Metropolitan Council of Governments (Metro COG), the Bismarck-Mandan MPO, and the Grand Forks-East Grand Forks MPO (collectively referred to as the Client). This information is meant to convey the general intent of the Client in regards to the requested services and to further guide interested firms in the preparation and submittal of a proposal.

II. PROJECT BACKGROUND AND OBJECTIVE

This RFP provides for the origin - destination data necessary to assist the Client in the calibration and refinement of Travel Demand Models (TDM) and transportation planning. The TDM is a critical component in the development of the Metropolitan Transportation Plan (MTP). The Client, in an effort to continually develop a more accurate and sophisticated model, wishes to strengthen their TDMs' accuracy through origin - destination data sourced from movement of cell phones or other Bluetooth enabled (i.e. tablet, etc.) devices. The Client intends that this data will integrate directly with each MPO's TDM, provide origin and destination for all locations external to the model infrastructure, provide detailed data for trip distribution calibration, and prove useful for additional planning or operations-analysis activities. The client seeks data provided as a GIS Shapefile as well as analytical OD trip matrices in Microsoft Excel format. Data should reference three separate TAZ regions as delineated by Fargo-Moorhead Metro COG, Bismarck-Mandan MPO, and Grand Forks-East Grand Forks MPO; and additional areas as the Client deems necessary.

The requested origin - destination data must represent one full month of choice within the 2015 calendar year, which is the base year of the TDMs being developed by the Client. While the Client desires to obtain data with minimal development charges and at an economic cost, it reserves the right to select a different month of choice for each data set.

Submitted proposals should demonstrate the completeness and accurateness of the data and provide an explanation of the methodology the firm employs to gather and verify their datasets. Firms are encouraged to provide and/or display sample data to the Client before or during the interview process.

III. DELIVERABLES

The successful firm will demonstrate their ability to deliver the datasets outlined below in a digital format which will be detailed in the submitted proposal and, if necessary, negotiated with the Client in contract negotiations.

There is one main data product required by the Client: statistically valid origin - destination data sourced by movement of cellular or other wireless (i.e. Bluetooth enabled) devices. The datasets must contain information that allows Client staff or Client consultant to easily utilize data to the enhancement of the TDM. The Client requires three separate O-D data sets, one for each MPO. TAZ regions for each MPO include internal TAZs (either TAZs within an MPO's jurisdictional boundary which are established through MPO planning processes OR major

corridors/roadways within an MPO) AND external TAZs (including portions of Canada, and/or Eastern, Southern and Western regions of the United States). Preliminary TAZ counts and OD pairs are outlined in the following Table. The Client understands and anticipates that the number of TAZs requested/received for each data set may alter slightly during contract negotiations.

Table 1: Preliminary TAZ Request

Data Set	Internal TAZ	External TAZ	Approximate TAZs Requested	Approximate OD Pairs Requested (per Data Set)
FM COG	105	25	130	16900
GF/EGF MPO	65	25	90	8100
BMMPO	55	20	75	5625

The Client prefers that the three data sets be delivered in a shapefile or geodatabase format, which would lessen the burden of Client staff to geocode the tabular records. If the preferred method is unavailable, Client may consider datasets in a tabular format with information included that will allow staff to easily geocode the information. If the location information is in latitude/longitude coordinates, the vendor must include the original geographic coordinate system used to geocode the business and household records. This tabular format is the minimum acceptable standard.

The data could provide or be used for the following:

1. Provide Origin – Destinations for Internal-Internal Locations
 - Home, work and other locations
2. Show External Trip Data
 - Internal and external (all External-External and External-Internal Trips)
3. Divided into Trip Types
 - At minimum: Home-Based Work, Home-Based Other, Non-Home Based
 - Truck vs. Car
4. Peak and Off-Peak Travel Percentages for Different Trip Purposes
 - To be used for AM, PM and Off-Peak model calibration
5. Purposes Other than TDM Development/Transportation planning
 - Determine visitors' state(s) of origin
 - Develop a baseline for future 'before and after' studies (i.e. adding a new bridge crossing)
 - Determining possible areas for expanded MPO boundaries (in future)
 - Additional Planning and/or Operations activities (i.e. Congestion management of local events, football games, etc.)

Special Note: The Client intends to share the data with a third party; specifically a State University who is contacted to develop their TDMs. The Client also reserves the right to share data with contracted third parties, as needed, to develop publicly-available work products. The Client is willing to guard proprietary information to the degree permitted under Century Code

44-04-18.4, Sections 2.a, 2.c.7, and 2.c.8. However, it is preferential that Vendor supply data free of restrictions for use or dissemination.

IV. IMPLEMENTATION SCHEDULE

Advertise for Proposals	December 23, 2016
Due Date for Proposal Submittals (by 4:30 pm)	January 13, 2017
Review Proposals/Identify Finalists	January 17 – 20, 2017
Interview Finalists/ Notification of Results	January 23 – 27, 2017
Start Contract Negotiations with Selected Firm	January 30, 2017
Notice to Proceed	One day following a signed contract

V. EVALUATION AND SELECTION PROCESS

Selection Committee: The Client has established a selection committee to review the proposals and evaluate potential vendors. The committee consists of officials from NDDOT, Metro COG, Bismarck-Mandan MPO, Grand Forks-East Grand Forks MPO, and Advanced Traffic Analysis Center (the MPOs' contracted modeler).

Selection Criteria: The selection process will be administered under the following criteria.

- 25% - The ability of the vendor to supply data which adheres to specifications outlined in the RFP;
- 25% - The ability of the vendor to demonstrate the datasets are complete, accurate, and representative of the conditions of the region in 2015;
- 25% - The vendor demonstrates a thorough quality control process, and the methodology employs to obtain data is sound;
- 20% - The vendor's ability to provide the data in a GIS shapefile and/or GIS compatible (i.e. Excel) format for allocation to TAZs and further analysis;
- 5% - The vendor includes additional dataset attributes of interest to the Client.

Selection Process: The selection committee will entertain telephone and/or online webinar presentations for the top candidates to provide additional input and help guide the evaluation process. The presentations may be followed by a question and answer period during which the committee may ask the prospective vendors additional questions on their data products.

A consultant will be selected on or before January 27 based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by Metro COG.

The Client reserve the right to reject any or all proposals or to waive minor irregularities in said proposal, and reserves the right to negotiate minor deviations to the proposal with the successful vendor. The Client reserves the right to award a contract to the firm that presents the proposal, which, in the sole judgment of the Client, best accomplishes the desired results.

The RFP does not commit the Client to award a contract, to pay any costs incurred in the preparation of the contract in response to this request or to procure or contract for services or supplies. The Client reserves the right to withdraw this RFP at any time without prior notice.

All proposals, whether selected or rejected, shall become the property of NDDOT.

VI. PROPOSAL CONTENT

The purpose of the proposal is to demonstrate the qualifications, competence, and ability of vendors to provide socio-economic data to the Client within the requirements of the RFP. The proposal must address each of the data specifications listed in the Deliverables section of this RFP.

NDDOT is asking qualified vendors to supply the following information. Please include all requested information in the proposal to the fullest extent practical.

1. **Contact Information.** Name, telephone number, email address, mailing address and other contact information for the vendor's point of contact.
2. **Introduction and Executive Summary.** This section shall document the firm name, business address (including telephone, FAX, email address(es), year established, type of ownership and parent company (if any), point of contact name, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.
3. **Overview of Vendor's Origin - Destination Datasets and Methodology.** Proposals shall include the following, at minimum:
 - a. A detailed list of additional demographic attributes for each trip maker other than origins and destinations
 - b. The format(s) in which the data will be provided to the client.
 - c. An explanation of the methodology employed by the vendor to gather and verify their datasets.
 - d. The quality control process employed by the vendor.
 - e. The ability of the data to be quickly and accurately translated into a GIS format.
 - f. A list of the clients in which the vendor has provided data in the past.
 - g. Required Disadvantaged Business Enterprise (DBE) Firms participation documentation, if applicable.
 - h. Ability of vendor to meet required the time schedule.
4. **Signature.** Proposals shall be signed in ink by an authorized member of the firm.
5. **Attachments.** Review, complete, and submit the completed versions of the following RFP Attachments as part of the proposal appendix:

Exhibit A – Debarment of Suspension Certification

Exhibit B – Certification of Restriction on Lobbying

6. **Sealed Cost Proposal Form.** Complete the Cost Proposal Form as outlined in Appendix D and submit in a sealed envelope with proposal.

VII. SUBMITTAL INFORMATION

Hard copies of technical and cost proposals should be shipped to ensure timely delivery to:

Rachel Drewlow

Bismarck-Mandan MPO
 221 N. 5th Street
 P.O. Box 5503
 Bismarck, ND 58506-5503
 rdrewlow@bismarcknd.gov

All proposals received by **4:30 p.m. on January 13, 2017** will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. Respondents must submit eight (8) hard copies, one (1) Adobe Acrobat (.pdf) copy of the proposal, and one (1) sealed cost proposal form. The body of written length of the proposal should not exceed five (5) double sided pages. Additional supporting material, including graphics, charts, tables, and Exhibits A and B may be included as appendices to the proposal.

The vendor may ask for clarifications of the RFP by submitting written questions to Rachel Drewlow, Bismarck-Mandan MPO, at rdrewlow@bismarcknd.gov or 70-355-1852. The Client reserves the right to decline a response to any question if, in the Client's assessment, the information cannot be obtained and shared with all potential vendors in a timely manner.

VIII. GENERAL RFP REQUIREMENTS

1. **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** Respondents must attach signed copies of Exhibit A – Debarment of Suspension Certification and Exhibit B – Certification of Restriction on Lobbying within the sealed cost proposal.
2. **Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his/her ability to perform or finance this work.
3. **Disadvantaged Business Enterprise.** Pursuant to Department of Transportation policy and 49 CFR Part 23, NDDOT supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota shall be included within the proposal. If the consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the subcontractor's certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.
4. **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow procedures contained in the Federal Standard Form 330. Copies of this form are

available on the NDDOT website at:

<https://www.dot.nd.gov/business/consultants.htm>

IX. CONTRACTUAL INFORMATION

1. The Client reserves the right to share data with contracted third parties, as needed, to develop publicly-available work products. The Client is willing to guard propriety information to the degree permitted under Century Code 44-04-18.4, Sections 2.a, 2.c.7, and 2.c.8. However, it is preferential that Vendor supply data free of restrictions for use or dissemination.
2. The Client reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. The Client will not pay for any information contained in proposals obtained from participating firms.
3. The Client reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
4. Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by the Client.
5. If, through any cause, the firm shall fail to fulfill in a timely and proper manner the obligations agreed to, The Client shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
6. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the Client and shall contain, as a minimum, applicable provisions of the Request for Proposals. The Client reserves the right to reject any agreement that does not conform to the Request for Proposal and any Client requirements for agreements and contracts.
7. The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Client.
8. Vendor must agree to incorporate the Risk Management Appendix into the final contract verbatim, as outlined in Exhibit C.

X. PAYMENTS

The selected consultant will submit invoices for work completed to NDDOT. Payments will be made to the consultant by NDDOT in accordance with the contract after all required services, and items identified have been completed to the satisfaction of the Client.

XI. FEDERAL AND STATE FUNDS

The products requested within this RFP will be partially funded with funds from the Federal Highway Administration (FHWA). As such, the services requested by this RFP will be subject to federal and state requirements and regulations.

The services performed under any resulting agreement shall comply with all applicable federal, state, and local laws and regulations. In addition, this contract will be subject to the requirements of 2 CFR 200. Cost eligibility/requirement will be subject to 48 CFR 31.2.

XII. TITLE VI ASSURANCES

Prospective vendors should be aware of the following contractual (“contractor”) requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

- a. **Compliance with Regulations.** The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).
- b. **Nondiscrimination.** The Contractor, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations to the Client and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.
- d. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so

certify to the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions as outlined herein, the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies; or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Title VI Provisions. The Contractor shall include the provisions of Section XII, paragraphs a. through e. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as NDDOT or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request NDDOT enter into such litigation to protect the interests of NDDOT and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

XIII. TERMINATION PROVISIONS

The Client reserves the right to cancel any contract for cause upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the Contractor to provide services in the quantity or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the Client.

The Client may cancel or reduce the amount of service to be rendered if there is, in the opinion of the Client, a significant increase in local costs; or if there is insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the Client may give a minimum of 30 days' notice to terminate this agreement/contract and have no further obligation to the Contractor.

In the event of any termination, the Client shall pay the agreed rate only for services delivered up to the date of termination. The Client has no obligation to the Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment and materials to the

Client within 24 hours of the date of termination.

XIV. LIMITATION ON CONSULTANT

All reports and pertinent data or materials are the sole property of NDDOT and may not be used, reproduced or released in any form without the explicit, written permission of NDDOT.

The Consultant should expect to have access only to the public reports and public files of local governmental agencies and NDDOT in preparing the proposal or reports. No compilation, tabulation or analysis of data, definition of opinion, etc., should be anticipated by the Consultant from the agencies, unless volunteered by a responsible official in those agencies.

XV. CONFLICT OF INTEREST

No consultant, subcontractor or member of any firm proposed to be employed in the preparation of this proposal shall not have a past, ongoing or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During the term of this Agreement, the consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with NDDOT or in any way compromise the services to be performed under this agreement. The consultant shall immediately notify NDDOT of any and all potential violations of this paragraph upon becoming aware of the potential violation.

XVI. INSURANCE

The successful firm or individual shall provide evidence of insurance as stated in the contract prior to execution of the contract.

Exhibit A - Debarment of Suspension Certification

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-255, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

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

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined in 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this order. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor _____

Signature of Authorized Official _____ Date ____ / ____ / ____

Name & Title of Contractor's Authorized Official _____

Exhibit B - Certification of Restriction on Lobbying

I, _____ hereby certify on
(Name and Title of Grantee Official)

behalf of _____ that:
(Name of Bidder / Company Name)

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

(Title of authorized official)

Exhibit C – Risk Management Appendix

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

VENDOR 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 coverage:

- 1) Commercial general liability and automobile liability insurance – minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
- 2) Workforce Safety insurance meeting all statutory limits.
- 3) The CLIENT and the State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a "Waiver of Subrogation" in favor of the CLIENT and the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned CLIENT and the State Risk Management Department.

The VENDOR shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the CLIENT prior to commencement of this agreement.

The CLIENT and the State reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract 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.

When a portion of the work under the Agreement is sublet, the VENDOR shall

obtain insurance protection (as outlined above) to provide liability coverage to protect the VENDOR, the CLIENT and the State as a result of work undertaken by the Subcontractor. In addition, the VENDOR shall ensure that any and all parties performing work under the Agreement are covered by public liability insurance as outlined above. All Subcontractors performing work under the Agreement are required to maintain the same scope of insurance required of the VENDOR. The VENDOR shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

VENDOR's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the CLIENT or State. Any insurance, self-insurance or self-retention maintained by the CLIENT or the State shall be excess of the VENDOR's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured VENDOR shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured VENDOR from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the VENDOR. This insurance may be in a 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 CLIENT and the State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the VENDOR in excess of the minimum requirements set forth above.

Appendix D: Cost Proposal Form

(Include one completed form in a separate sealed envelope – labeled “SEALED COST FORM – Firm Name” and submit with technical proposal as part of the RFP response.)

The cost estimated should be based on a not to exceed budget of \$90,000. Changes in the final contract amount and contract extension are not anticipated.

REQUIRED BUDGET FORMAT
Please Use Audited DOT Rates Only

1. Direct Labor	Hours	X	Rate	=	Total
Name, Title, Function	0.00	X		=	0.00
		X		=	
		X		=	
		X		=	
2. Overhead					
3. General & Administrative Overhead					
4. Subcontractor Costs					
5. Materials and Supplies Costs					
6. Travel Costs					
7. Fixed Fee					
8. Miscellaneous Costs					
9. Cost for Product/ Deliverable					
Total Costs					