

**Mankato/North Mankato Area Planning Organization
Technical Advisory Committee (TAC)**

October 15, 2020 – 1:30 p.m.

Remote Meeting available by internet link or telephone:

<https://us02web.zoom.us/j/89553885578?pwd=Y25kWmtaMmN2RU5FMjduVWFUVlU4UT09>

Meeting ID: 895 5388 5578

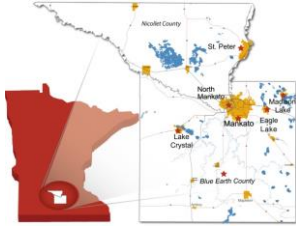
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One tap mobile: +13126266799, 89553885578# US (Chicago)

Meeting ID: 895 5388 5578

*****Meeting will be recorded for notetaking purposes*****

- I. Call to Order
- II. Introductions
- III. Approval of Agenda
- IV. Approval of Minutes – September 17, 2020
- V. New Business
 1. Recommendation to adopt Long Range Transportation Plan Update
 2. Recommendation to release Request for Proposals (RFPs) for 2021 projects
 3. Recommendation to adopt Mankato Transit System Agency Safety Plan Targets
 4. Recommendation to support MnDOT statewide performance safety targets
- VI. Other Business, Discussion & Updates
 1. Informational: Announcement of Transportation Alternatives (TA) solicitation
- VII. Unapproved October 1, 2020 MAPO Policy Board meeting minutes (informational)
- VIII. TAC Comments
- IX. Adjournment



Meeting Minutes of the Mankato/North Mankato Area Planning Organization (MAPO) Technical Advisory Committee (TAC)

September 17, 2020 | 1:30 p.m. | Remote meeting conducted via Zoom

TAC members present: Ronda Allis – MnDOT District 7, Jennifer Bromeland – City of Eagle Lake, Paul Corcoran – Minnesota State University, Mankato, Michael Fischer - City of North Mankato, Seth Greenwood - Nicollet County, Joel Hanif – Region Nine Development Commission, Scott Hogen- ISD #77, Jeff Johnson - City of Mankato, Mark Konz – City of Mankato, Ed Pankratz – Mankato Township, Craig Rempp- Mankato Transit System, Dan Sarff – City of North Mankato, Ryan Thilges - Blue Earth County

Others Present: Charles Androsky – MAPO staff, David Cowan – MSU, Pat Hentges – City of Mankato, Anna Pierce – MnDOT, Bobbi Retzlaff – FHWA, Paul Vogel – MAPO Executive Director, James Whitlock – MAPO Policy Board/North Mankato City Council, Randy Zellmer - Fredrikson & Byron, P.A.

I. Call to Order

Mr. Johnson called the meeting to order at 1:30 p.m.

II. Introductions

Introductions were made.

III. Approval of Agenda

Mr. Thilges motioned and Mr. Parker seconded to approve the agenda.

Mr. Fischer requested the below statement be entered into the record:

The agenda has two items the City of North Mankato recommends removal – Recommendation to enter operating agreement; and, recommendation to amend bylaws.

The TAC's purpose under the MAPO's Joint Powers Agreement is to "review and formulate recommendations to the Policy Board regarding Unified Work Plan, Long-Range Transportation Plan, the Transportation Improvement Plan, and other plans and studies prepared by the MAPO."

The review and recommendation to enter into the operating agreement and review and recommendation to amend the bylaws falls outside of the TAC's purpose. The operating agreement governs how the City of Mankato will staff the MAPO and perform other administrative services to serve the MAPO. The bylaws are the constituent documents governing how the Policy Board governs itself and its meetings. These two items should be decided solely by the Policy Board – not the TAC.

While the City of North Mankato is in favor of both of these items and its Policy Board member will likely vote in favor of both at the next Policy Board meeting as they are a step in the right direction, there is more work to be done to ensure the MAPO continues to serve the region and the public.

For these reasons, I move an amended motion for removal of these items from the Agenda and ask the Policy Board, and the Policy Board alone, to decide these issues.

Mr. Johnson inquired if there was a second to remove items 5.1 and 5.2 from the agenda. Mr. Sarff seconded to remove items 5.1 and 5.2 from the agenda.

Mr. Johnson stated it was his understanding that agenda items 5.1 and 5.2 were appropriate for TAC review, as directed by the TAC bylaws Section 1C and directed by the MAPO Policy Board Chair at its previous meeting.

Mr. Zellmer stated it was his position and the position of the MAPO Policy Board Chair that items 5.1 and 5.2 were appropriate for TAC review and recommendation. The items fell under the current TAC bylaws under Section 1. Additionally from a practical standpoint, review by the TAC was anticipated to allow a number of agencies not on the Policy Board the opportunity to review and weigh in on the documents.

Ms. Allis inquired if the Policy Board bylaws required items included on Policy Board agendas be brought before the TAC beforehand. Mr. Johnson confirmed that was his understanding. The TAC is not an approving entity. The TAC makes recommendations to the Policy Board for Policy Board decisions. The Policy Board may accept the recommendation or amend at their prerogative.

The ayes counted were Mr. Fischer and Mr. Sarff. The nays counted were Mr. Thilges, Ms. Bromeland, Mr. Friedrichs, Mr. Konz, Mr. Hogen, Mr. Corcoran, Mr. Greenwood, Mr. Hanif, and Mr. Johnson. Motion failed.

Mr. Johnson called for role on the previous motion by Mr. Thilges and seconded by Mr. Parker to approve the agenda. The ayes counted were Mr. Thilges, Ms. Bromeland, Mr. Friedrichs, Mr. Konz, Mr. Hogen, Mr. Corcoran, Mr. Greenwood, Mr. Hanif, and Mr. Johnson. The nays counted were Mr. Fischer and Mr. Sarff. Motion carried.

IV. Approval of Minutes – August 20, 2020

Mr. Friedrichs motioned and Mr. Hogen seconded to approve the minutes. Motion carried.

V. New Business

5.1 Recommendation to amend operating agreement

Staff reported that on August 24, 2020, the MAPO host agency, the City of Mankato, had approved a draft operating agreement to provide consideration to the roles and duties of MAPO staff and the MAPO host agency to coordinate metropolitan planning for the region. The operating agreement was the result of discussion with governmental partners and intended to provide a common understanding of host agency responsibilities.

After City approval, the MAPO Policy Board Chair and MAPO attorney had reviewed and recommended MAPO approval of the operations agreement.

Staff recommended the MAPO TAC recommend to the MAPO Policy Board execution of the operating agreement.

Mr. Thilges motioned and Mr. Konz seconded. The ayes counted were Mr. Thilges, Ms. Bromeland, Mr. Friedrichs, Mr. Konz, Mr. Hogen, Mr. Corcoran, Mr. Greenwood, Mr. Hanif, and Mr. Johnson. Mr. Fischer and Mr. Sarff abstained from the vote. Motion carried.

5.2 Recommendation to amend bylaws

Staff reported that the MAPO Policy Board Chair and MAPO attorney had coordinated to develop recommended amendments to the MAPO Policy Board bylaws. The amendments provided recognition of the MAPO-host agency operating agreement and provided clarification of roles and duties of MAPO staff, the MAPO host agency, and MAPO Policy Board.

Staff recommended the MAPO TAC recommend to the MAPO Policy Board adoption of the proposed bylaws amendments.

Mr. Friedrichs stated it was beneficial for items to be referred to the TAC for consideration before those items are presented to the Policy Board as staff and other jurisdictions not on the Policy Board have a chance for review. Mr. Friedrichs stated he appreciated the items being brought to the TAC to afford TAC members opportunity for input.

Mr. Friedrichs motioned and Ms. Allis seconded to approve. The ayes counted were Mr. Thilges, Ms. Bromeland, Mr. Friedrichs, Mr. Konz, Mr. Hogen, Mr. Corcoran, Mr. Greenwood, Mr. Hanif, and Mr. Johnson. Mr. Fischer and Mr. Sarff abstained from the vote. Motion carried.

VI. Other Business, Discussion & Updates

6.1 Informational: Administrative Modification to 2020-2023 Transportation Improvement Program (TIP)

Ms. Allis reported details of an emergency Erosion Repair project due to heavy rains along MN 22 approximately 1.2 miles north of CSAH 90. Per the MAPO Public Participation Plan, MAPO staff had conferred with MnDOT staff to determine the TIP change constitutes a TIP Administrative Modification.

VII. Unapproved September 3, 2020 MAPO Policy Board meeting minutes

The draft minutes from the MAPO Policy Board meeting held September 3, 2020 were disbursed for TAC review.

VIII. TAC Comments

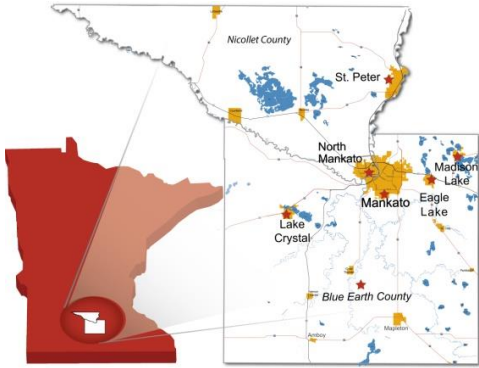
Mr. Johnson inquired if there were TAC comments. There were none.

IX. Adjournment

Ms. Allis moved and Mr. Thilges seconded a motion to adjourn. With all voting in favor, the motion carried. The meeting was adjourned at 2:15 p.m.

Chair, Mr. Johnson

DRAFT



AGENDA RECOMMENDATION

Agenda Heading: Recommendation to adopt Long Range Transportation Plan Update No: 5.1

Agenda Item:

Recommendation to adopt Long Range Transportation Plan Update

Recommendation Action(s):

Motion by TAC to recommend to MAPO Policy Board adoption of Long Range Transportation Plan Update

Summary:

Over 2019-2020 MAPO and partner agency staff have developed a comprehensive Long Range Transportation Plan Update.

SRF Consulting will deliver a brief informational presentation regarding the final document.

Staff recommendation is for the MAPO TAC to motion to recommend to the MAPO Policy Board adoption of the Long Range Transportation Plan Update.

Attachments:

Draft LRTP Update document and appendix: <https://www.mapolrtpupdate.com/plan-materials/>

LRTP Update adopting resolution

RESOLUTION OF THE MANKATO/NORTH MANKATO AREA PLANNING ORGANIZATION

Adopting 2045 Long Range Transportation Plan Update

Whereas, pursuant to Title 23 United States Code Sections 134, the Mankato/North Mankato Area Planning Organization (MAPO) has been designated by the State of Minnesota as the Metropolitan Planning Organization (MPO) for the greater Mankato metropolitan area; and

Whereas, Title 23, Part 450 and Title 49 of the Code of Federal Regulations (CFR) require the MAPO to prepare and update the Long Range Transportation Plan (LRTP) at least every five years; and

Whereas, the MAPO has, through a continuing, comprehensive, and coordinated transportation process, worked with its member jurisdictions and agencies in preparing the LRTP Update for planning-horizon-year 2045; and

Whereas, the MAPO Policy Board does find that the 2045 LRTP Update meets all federal requirements for process and content; and

Whereas, the staff of the MAPO executed a robust and comprehensive public input process to solicit, document, and explicitly consider public comments regarding transportation issues, opportunities, and content of the draft 2045 LRTP Update; and

Whereas, MAPO has coordinated with the Minnesota Department of Transportation, which is a coordinating agency for metropolitan planning activities, to ensure compliance with the FAST Act; and

Now, therefore, be it resolved, that the Mankato/North Mankato Area Planning Organization Policy Board approves and adopts the 2045 Long Range Transportation Plan Update.

CERTIFICATION

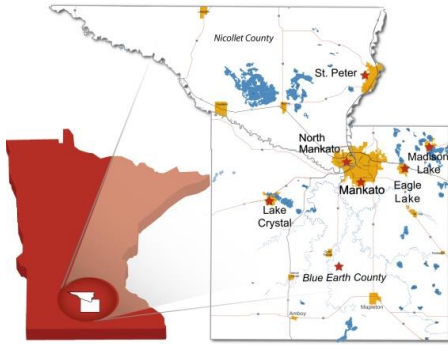
I hereby certify that the foregoing Resolution is a true and correct copy of the resolution presented to and adopted by the Mankato/North Mankato Area Planning Organization at a duly authorized meeting thereof, held on the fifth day of November, 2020 as shown by the minutes of said meeting in my possession.

Executive Director

Date

Chair

Date



AGENDA RECOMMENDATION

Agenda Heading: Recommendation to release Request for Proposals (RFPs) for 2021 projects No: 5.2

Agenda Item:

Recommendation to release Request for Proposals (RFPs) for 2021 projects

Recommendation Action(s):

Motion to recommend to MAPO Policy Board release of RFPs for 2021 projects

Summary:

MAPO's 2021 Unified Planning Work Program (UPWP) includes initiation of four consultant-partnered projects. Per MAPO budgeting requirements, **the RFPs will not be released until 2021**. The four projects are described below:

Intersection Control Evaluation (ICE) of CSAH 16 (Stoltzman Road) and CSAH 60 (Stadium Road)

A multimodal Intersection Control Evaluation (ICE) study of CSAH 16 and CSAH 60 in Mankato. The purpose of the ICE study is to examine a range of alternatives through review of existing traffic counts and movements and contributing factors. Alternatives will be examined with consideration to safety, future planning, nearby land impacts, multimodalism, and local context. The ICE will develop recommendations for potential future improvements.

- Total Project Cost (est.): \$10,000
- Anticipated Completion: December 2021

Highway 14 Pedestrian Bridge Study

The Highway 14 Pedestrian Bridge Study project consists of planning for a pedestrian bridge over Highway 14 between Lookout Drive and Lor Ray Drive in North Mankato. The potential bridge is envisioned to connect Commerce Drive to an existing trail system adjacent to Caswell Park Softball Complex, Dakota Meadows Middle School, and connecting to an existing trail system within Benson Park. The study will include factors contributing to the feasibility of a pedestrian bridge over Highway 14, including safety, connectivity, forecasted growth, land use, local context, and present and future multimodal needs.

- Total Project Cost (est.): \$15,000
- Anticipated Completion: December 2021

Lookout Drive – CSAH 13 Corridor Study

The Lookout Drive – CSAH 13 Corridor Study is a partnership between MAPO, North Mankato, and Nicollet County. The proposed project consists of a corridor study to identify a long-term shared vision for multimodal improvements on Lookout Drive (CSAH 13) from Lee Boulevard in North Mankato to Somerset Road (512th Street) in Nicollet County. In addition to a review of the corridor, the project is expected to review multiple intersections along the corridor including the northern section of the corridor which is undeveloped at this time. The project will identify a long-term shared vision for multimodal improvements among multiple jurisdictions.

- Total Project Cost (est.): \$125,000 (\$70,000 in 2021, \$55,000 in 2022)
- Anticipated Completion: December 2022

Second Street Corridor Study

The Second Street Corridor Study will determine the extent of intersection control needed along the Second Street Corridor in Mankato and the location and what type of pedestrian crossing improvements can be made. The project is envisioned to complement ongoing work on Riverfront Drive.

- Total Project Cost (est.): \$65,000 (\$30,000 in 2021, \$35,000 in 2022)
- Anticipated Completion: December 2022

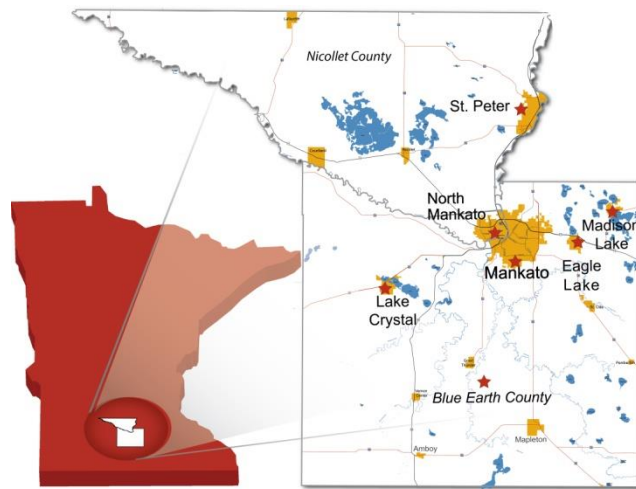
Staff has coordinated with respective member jurisdictions to develop draft RFPs for each project. Note RFPs may undergo some technical adjustment as they are submitted to MnDOT for review and Disadvantaged Business Enterprise (DBE) goal assignment. Any MnDOT edits received will be reviewed with respective MAPO partner members for concurrence.

At this time staff requests volunteers to serve on proposal ranking subcommittees.

Staff recommendation is a motion to recommend to the MAPO Policy Board approval to release the four RFPs.

Attachments:

Draft RFP: Intersection Control Evaluation of CSAH 16 & CSAH 60
Draft RFP: Highway 14 Pedestrian Bridge Study
Draft RFP: Lookout Drive / CSAH 13 Corridor Study
Draft RFP: Second Street Corridor Study



REQUEST FOR PROPOSAL

Mankato/North Mankato Area Planning Organization (MAPO) Intersection Control Evaluation (ICE) CSAH 16 (Stoltzman Rd.) and CSAH 60 (Stadium Rd.), Mankato, MN

Issued By: Mankato/North Mankato Area Planning Organization
10 Civic Center Plaza
Mankato, Minnesota 56001

Issue Date: **January 15, 2021**

Deliver To: Charles Androsky
Transportation Planner

Respond By: **4:30 p.m. February 17, 2021**
Late proposals will not be accepted

Direct Questions To:
Charles Androsky
MAPO Transportation Planner
(507) 387-8389
candrosky@mankatomn.gov

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The Mankato/North Mankato Area Planning Organization (MAPO)

Under the authority of 23 CFR §450.310(a) the Mankato/North Mankato Area Planning Organization (MAPO) is the federally-designated Metropolitan Planning Organization (MPO) for the Mankato/North Mankato urbanized area. MAPO's role includes providing planning assistance to local jurisdictions on transportation and land use interactions and related transportation issues within the MAPO area.

Project

MAPO hereby solicits proposals from qualified firms for development of an Intersection Control Evaluation (ICE) at the crossing of CSAH 16 (Stoltzman Road) and CSAH 60 (Stadium Road) in Mankato. The completed ICE will analyze and evaluate multiple alternatives and provide recommendations for optimal control for the intersection based on an objective analysis. The recommendation will provide direction and guidance to facilitate and implement community transportation goals and to improve transportation facilities and services by:

- Providing a safe, efficient, accessible, cost-effective and aesthetically pleasing transportation system.
- Improving the multimodal transportation circulation of people and goods, using both motorized and non-motorized transportation modes and facilities.
- Providing a balanced approach to the consideration and selection of access strategies and concepts during planning, project identification and initiation processes that contemplate the addition, expansion or full control of intersections.

The study will be prepared cooperatively by and between the selected consultant (Consultant), the public, and the participants of the MAPO. The primary participants of this study include the MAPO Policy Board and Technical Advisory Committee (TAC), Blue Earth County, and City of Mankato. MAPO staff will perform contract oversight and coordination.

Budget

The budget for this project is not to exceed \$10,000.

Deadline

The completed approved ICE must be delivered before the end of calendar year 2021. Delivery includes final presentations and approvals.

Interested firms can obtain a full copy of the RFP by downloading it from www.mnmapo.org, by emailing candrosky@mankatomn.gov, or by calling (507) 387-8389.

Scope of Work

The Consultant shall perform work to lead development of the ICE study from beginning to final delivery. This shall include complete and satisfactory execution of the following tasks:

Scope of Work Task I. Project Management

At project outset the Consultant shall produce and maintain a Critical Path Method (CPM) schedule and ensure project progress conforms to schedule. The schedule will be approved by MAPO and agency staff.

The Consultant shall ensure proper management of entire project including staff, equipment, documentation, as well as to any subcontracted firms. The Consultant shall deliver progress reports, documentation of travel and expense receipts, and preparing and submitting invoices. The Consultant will also organize and host teleconferences (remote meetings) as well as on-site meetings with stakeholders.

The Consultant shall initiate and lead additional consultations, in the form of letters, emails, telephone conversations, and virtual meetings with project planners and engineers including staff of Blue Earth County, the City of Mankato, and other agencies upon request including the Minnesota Department of Transportation and Federal Highway Administration.

The Consultant shall, where necessary, clarify the technical requirements and objectives of the contract and work tasks. The Consultant will ascertain the applicability of information collected, review data for completeness, and notify the project stakeholders of any additional data required. It will be the responsibility of the Consultant to determine the reliability of all information which they choose as reference.

The Consultant will assign a single person to serve through the life of the contract as Consultant Project Manager (PM). The PM must be the person identified in the selected firm's proposal and may not be changed without prior written approval of MAPO. The PM will be responsible for overall project management necessary to ensure the satisfactory, on-time, on-budget completion in accordance with the scope of services. The PM will serve as a single point of contact and will be expected to ensure the consultant team is properly managed, adequate resources are available, submittals are timely and QA/QC reviewed, and disadvantaged business enterprise (DBE) firms, if any, are utilized for maximum benefit and paid in a timely fashion.

The PM shall work closely with MAPO and agency staff to ensure strong communication and coordination through the life of the contract. Communication will include mandatory written monthly progress reports with an updated actual schedule versus planned schedule, task progress, identification of critical path tasks, and actual expenditures versus budget report. In addition to ad hoc phone and email communication, the PM and MAPO staff will be expected to hold standing progress check-in calls on a biweekly basis to review progress and discuss upcoming tasks.

The PM will submit monthly invoices in a form and with documentation acceptable to MAPO within 30 business days following the end of each month throughout the life of the contract. Invoices must include the monthly progress report, a breakdown of activities by task, employee, date performed, and employee hours for those tasks, and any supportive documentation for expenses. The PM may request approval from MAPO, in writing, to skip a monthly invoice if no activity occurs during the month or for other reasons. In the event of future audit, the Consultant shall provide to MAPO any additional project billing information requested.

MAPO will retain all rights and ownership of any data, reports, presentations, maps, graphics, video, figures, GIS databases, and social media elements delivered by the Consultant in order to complete the tasks delivered in this Scope of Work. All reports shall be of high quality and reproducible. All text-and graphic-based deliverables shall be provided in both PDF and Word format.

Project Management Team (PMT)

The Consultant shall lead coordination of a Project Management Team (PMT) comprised of stakeholders including representatives from MAPO, Blue Earth County, and the City of Mankato. The PMT will serve as the project's primary management entity. The Consultant shall work closely with the PMT throughout the life of the project and lead communication, coordination, and selecting and onboarding members of the PMT as needed. All project work products shall be submitted for review and revision to the PMT. All study elements, including presentation materials, will be considered private until PMT approval.

PMT meetings

The Consultant shall also organize and host a series of PMT meetings, including preparation of meeting agendas and taking and reporting meeting minutes. To accommodate public health guidance, the majority of PMT meetings are anticipated to be remote virtual meetings. Attendance to PMT meetings shall consistently include PMT members, however other stakeholders may attend PMT meetings and provide input varying on meeting topics and areas of focus. The Consultant will be responsible for identifying action items, current and upcoming tasks, and following up after meetings to ensure follow through.

To initiate the project the Consultant shall coordinate and lead a PMT kickoff meeting. The kickoff meeting will be used to introduce the study, review project timeline, define roles, coordinate early efforts, communicate between stakeholders, assess data needs/action items, and assign work tasks. A project PMT meeting schedule will be determined at the PMT kickoff meeting.

Subcontracts

The primary Consultant is expected to perform either the entirety or the majority of all aspects of the Study. However, at points agreed upon and authorized beforehand by MAPO, certain technical aspects of the Study may be found to be more efficiently performed by other specialized firms, traditionally referred to as "subcontracted" consultants. For the purposes of this RFP, the term "Consultant" shall apply to both the primary and all subcontracted consultants. All guidance, requirements, and performance standards provided shall apply to both the primary Consultant and to any subcontracted consultants, in the event MAPO authorizes this practice. The primary consultant shall be held responsible for any/all practices and work products undertaken by any/all subcontracted firms.

Presentations

Due to public health issues related to COVID-19, the Consultant shall coordinate and lead as much project communications possible via electronic means, including as-needed telephone, email, virtual meetings, and virtual presentations. The Consultant shall deliver four (4) virtual presentations during agreed-upon points of the Study to review and summarize project scope, methodology, complexity, existing conditions, discuss local context, and available data. The Consultant shall develop presentation materials beforehand for PMT review and approval. The Consultant shall provide presentation summaries, report assigned action items to study partners and follow up individually as needed.

Presentation 1: Blue Earth County Board

The Consultant will present information regarding the Study, its methodology, findings, and recommendations at a meeting of the Blue Earth County Board.

Presentation 2: Mankato City Council

The Consultant will present information regarding the Study, its methodology, findings, and recommendations at a meeting of the Mankato City Council.

Presentation 3: MAPO Technical Advisory Committee (TAC)

The Consultant will travel to and present information regarding the Study, its methodology, findings, and recommendations at a meeting of the MAPO Technical Advisory Committee (TAC).

Presentation 4: MAPO Policy Board

The Consultant will travel to and present Study methodology, findings, and recommendations at one meeting of the MAPO Policy Board.

Scope of Work Task II: Data Collection

The Consultant shall collect, compile, and review relevant documents and data pertaining to the intersection. The Consultant shall review and summarize these documents and data in terms of their impact and relevance to the Study, including local, state, and federal legislation and include any potential conflicts or inconsistencies that must be addressed.

The Consultant shall review and summarize existing information, collect data and conduct field work as needed, develop ICE components, and assess the intersection using the Minnesota Department of Transportation (MnDOT) Intersection Control Evaluation (ICE) methodology as linked below:

MnDOT Intersection Control Evaluation Guidelines for Implementation

<http://www.dot.state.mn.us/trafficeng/safety/ice/index.html>

MnDOT ICE Technical Memorandum No. 07-02-T-01

<http://www.dot.state.mn.us/trafficeng/safety/ice/ICE-TechMemo.pdf>

MnDOT Intersection Control Evaluation Manual (2017)

The final ICE must conform to all guidelines presented in the above linked documents.

Data necessary to support development and measurement of the goals and objectives of the project, as well as required performance measures, will be collected and in some cases created by the Consultant. The Consultant is expected to identify GIS, CAD, aerial, and other mapping data needs early in the project schedule to support analysis and other tasks. MAPO and agency staff will supply requested materials, when feasible, to the Consultant.

Existing information, data and documents known to be available for Consultant review and use include:

- The MAPO Long Range Transportation Plan
- Adopted community plans and studies
- GIS and CAD data/layers, as available, from City, County and State sources
- StreetLight traffic analytic data
- Other technical materials or data as available

The Consultant shall identify, obtain, compile, review, and utilize a range of documents and data in support of the Study. Whenever possible, documents and data will be obtained in an electronic format. The Consultant is expected to use and leverage existing data and information to the maximum extent possible to avoid duplicative data collection efforts.

Traffic Counts

The Consultant will be responsible for obtaining valid intersection traffic counts, as well as producing valid future volume forecasts. Due to potential short-term reductions in traffic volumes caused by COVID-19, traffic counts may be impossible to obtain via traditional methods. At PMT discretion, the Consultant may be directed to utilize traffic analytics software such as StreetLight or a similar service to obtain historical counts and then apply growth factors to obtain usable traffic volume forecasts.

The Consultant will review current and newly-enacted transportation legislation at all levels of government during the life of the contract that may impact the Study.

Scope of Work Task IV: Data Analysis and Study Development

The Consultant will develop final data analysis and development documents for inclusion in the ICE. All work items must be submitted to MAPO and agency staff for edits and approval. These work items shall comprise sections of the final ICE report and shall include, but not be limited to:

Scoping Phase

1. Identify Intersection to be analyzed

2. Identify Existing Intersection Characteristics, including atypical traffic volumes due to nearby traffic generating nodes.
3. Develop Crash History document
4. Collect Traffic Data (counts). Counts should be taken when Minnesota State University, Mankato and Mankato School District ISD 77 are in session. Counts are required to be done between Tuesday and Thursday.
5. Perform Warrant Analysis
6. Perform Safety Analysis
7. Describe Future Conditions
8. Develop and Analyze Alternatives
9. Generate and describe alternative evaluation methods and justification for final recommendation(s) with criteria agreed upon by MAPO and agency staff.
10. Conclusions and recommended alternative(s)

Alternatives Section

1. Prepare concept designs for recommended alternatives. Over course of study Consultant shall identify and develop potential alternatives. At minimum alternatives will include all-way stop control, traffic signal control, roundabout control, and up to four (4) other alternative variations as deemed appropriate by the PMT.
2. Develop Evaluation Matrix for evaluating each intersection alternative based on PMT direction. Criteria may include, but not limited to, the following factors:
 - a. Safety
 - b. Cost
 - c. Right of way acquisition
 - d. Transportation system considerations including motor vehicle, pedestrian, and bicycle flow
 - e. Multimodalism, including Pedestrian, Bicycle, and Freight considerations
 - f. Intersection Level of Service (present and future)
 - g. ADA compliance
 - h. Local acceptance
 - i. Atypical traffic volumes due to nearby sporting events.
3. Develop Crash Detail Report for each alternative
4. Determine Crash Modification Factor for each alternative
5. Determine levels of service (LOS), average delays, and 95th percentile queue lengths for all movements through the intersection for each alternative; existing volumes as well as future traffic projections.
6. Develop Safety Analysis for alternatives
7. Develop planning-level cost estimates for alternatives. Consultant will include contingencies for risk in cost estimate ranges, and all assumptions will be documented.
8. Develop Detailed Operational Analysis for alternatives (existing and future)
9. Develop Capacity Analysis for alternatives
10. Re-evaluate and select preferred alternatives
11. Develop and deliver approved formal, finalized ICE report

VISSIM software should be used for analysis related to multi-lane roundabouts, or for when a roundabout will be installed within ¼ mile of a traffic signal.

All documents and recommendations developed shall be informed by an emphasis on the local and (as appropriate) regional multimodal transportation network. The Consultant will prepare and present an ICE report for the intersection, provide a comprehensive record of steps performed, data collected, and identification of recommended alternatives.

Additional Requirements

In addition to addressing the above services for the project, the Consultant is also expected to:

- Clearly communicate in a responsive manner and coordinate with the MAPO staff and local partners
- Provide regular project updates via email, phone, attendance to meetings as needed and/or electronic submission of progress reports as directed
- Contract work is anticipated to start by **May, 2021.**
- ICE Study should be completed by **December, 2021.**
- Contract will be effective until **+3 months after delivery date**
- In the event of future audit, the Consultant shall provide to MAPO any additional billing information requested.

Scope of Work Task VI: Environmental Justice and Title VI

The requirements of Environmental Justice (EJ), as outlined by FHWA, are intended to ensure that the process of transportation planning is consistent with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin. These provisions will be incorporated into the Study, and adhered to throughout the project. The Consultant shall comply with MAPO's Title VI/EJ policies and PPP.

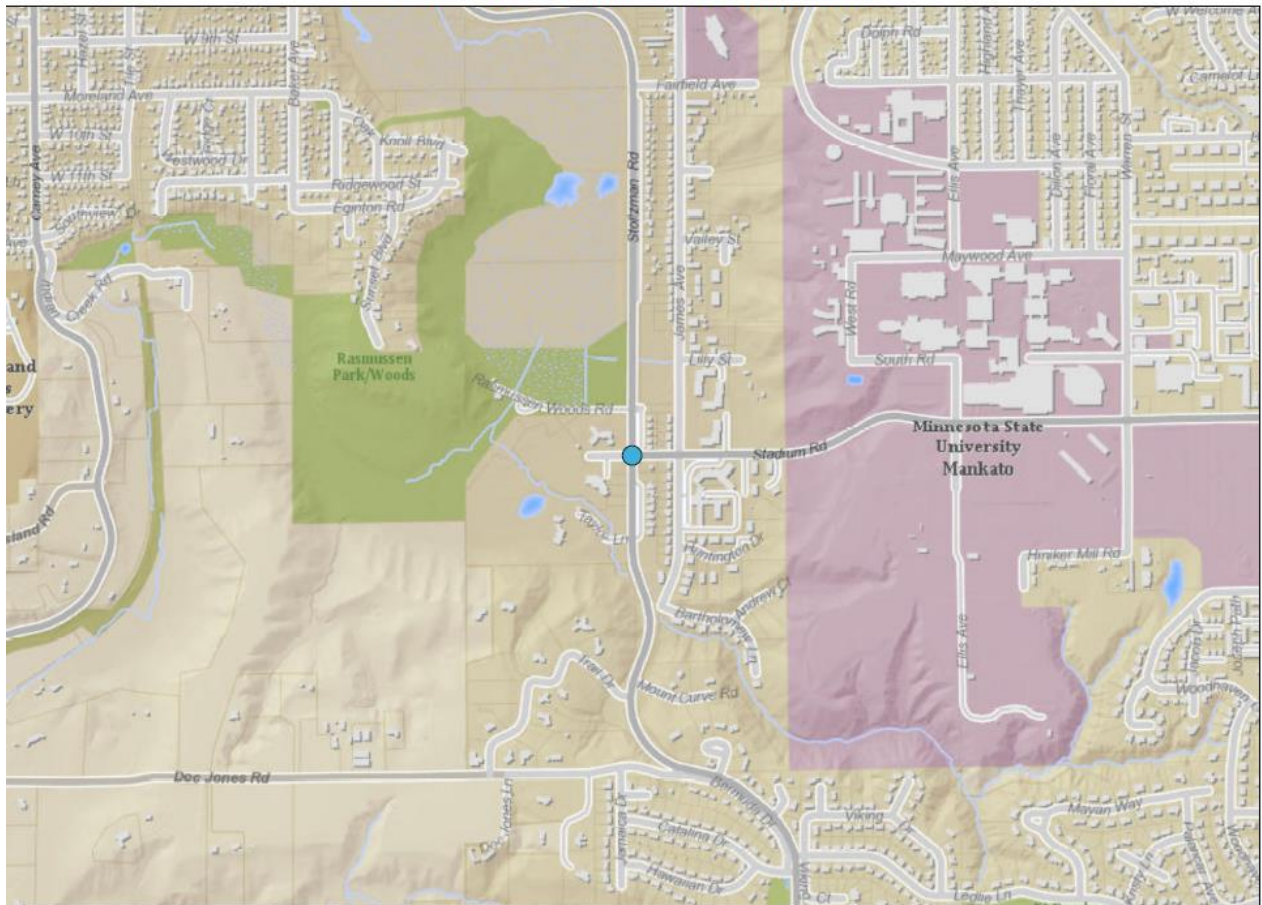
Scope of Work Task VII: Project Completion

The Consultant shall perform work necessary to obtain final approval of the ICE Study by MAPO, Blue Earth County, and the City of Mankato no later than agreed delivery date. Completion of this task shall involve:

- Clear communication and approval of various ICE sections and elements as Study progresses.
- Preparation of the final document, including all charts, figures, diagrams, and maps.
- Obtaining signature of approval from Blue Earth County Public Works Director or designee.
- Obtain signature of approval from City of Mankato Public Works Director or designee.
- Ensuring the final document is reviewed and/or approved by all appropriate entities (local, regional, State, and Federal) with adequate review/turnaround time.

Map of Proposed Study Area

MAPO Intersection Control Evaluation



Final Deliverables

After approval of the ICE Study by MAPO and agency staff, respectively, the Consultant will prepare and present a complete and approved Intersection Control Evaluation. This shall include:

- Presentations to Blue Earth County Board, Mankato City Council, MAPO TAC, and MAPO Policy Board.
- A comprehensive record of steps performed, data collected, and analysis conducted.
- Final ICE Study –ICE STUDY (PDF and print versions)
- Deliverables will include three (3) printed copies of the ICE Study as well as an electronic copy of each document in both Microsoft Word and PDF format.
- All data and materials compiled and developed over the course of the study including presentations, stakeholder contact information, maps, logos, photos, and graphical elements.
- All documents/deliverables must be converted to the highest level of accessibility, where feasible. This includes readability of PDF documents by Adobe Reader's and Adobe Acrobat's "Read Aloud" feature.

- In the eventuality that a member of the public requests a translated document, the Consultant will supply an electronic copy of such document in the language(s) requested.

Proposal Content

Responders are asked to report how they will address each task, detail staff and firm qualifications related to each task, and describe task deliverables. Responders are encouraged to propose alternate tasks or activities if they will substantially improve the results of the project, within the stated budget and time parameters listed within this RFP.

The following will be considered minimum contents of the proposal and must be submitted in the order listed:

1. Responder's company name, business address, the contact person's name, telephone number, fax number and email address.
2. A statement of the objectives, goals and tasks to show or demonstrate the Responder's view of the nature of the project.
3. A description of the proposed project approach and methodology to be utilized, deliverables to be provided by the Responder, and a description of the proposed project management techniques.
4. A detailed description of the Responder's background and experience with similar work. This should include examples of similar work indicating the Responder's level of involvement in the project, and the key personnel involved with the project.
5. A list of the key personnel who will be assigned to the project and their area of responsibility. Provide statements for each of the key personnel detailing their training, work experience and qualifications relevant to the proposed work. No change in personnel assigned to the project will be permitted without the approval of the MAPO.
6. A work plan identifying the major tasks to be accomplished. The work plan must present the Responder's approach, task breakdown, and deliverable due dates.
7. A budget including the hourly rates and fringe rates for all key personnel who will perform the tasks outlined above, as well as the agency's indirect rate.
8. Three references from clients within the past 5 years for whom the Consultant has performed similar work.
9. Completed forms and documents required under any other section of this RFP.

Proposal Submittal

Proposals shall be accepted **digitally**. Digital copies of proposals may be provided in either 1) PDF format or 2) through a file-sharing link such as SharePoint or similar service. Proposals must be sent to MAPO via the below email:

Charles Androsky
Transportation Planner
Mankato/North Mankato Area Planning Organization
candrosky@mankatomn.gov

All responses must be received no later than 4:30 p.m. Central time on February 17, 2021.

MAPO reserves the right to distribute all proposal materials within its advisory and governing bodies, as well as make all materials public unless expressly and clearly marked as private (see Disposition of Resources section of this RFP).

Proposal Evaluation

A “Best Value Selection” method will be used to review proposals submitted in response to this RFP. Representatives of MAPO and agency representatives will evaluate all proposals received by the deadline. A 100-point scale will be used to create the final evaluation and selection. The factors and weighting on which proposals will be judged are:

Technical Approach (25 points)

1. Specialized expertise, capabilities and technical competence, as demonstrated by the Responder’s expressed project understanding, proposed project approach and methodology, project work plan, and project management techniques. (5)
2. Project background and experience, as demonstrated by the Responder’s ability, familiarity and experience with handling similar projects, and the qualifications and related experience of key staff members. (10)
3. The Responder’s record of past performance, including quality of work. (10)

Work Plan (35 points)

1. Quality of proposal Work Plan including goals, scheduling, expressed project understanding, proposed project approach and methodology, and project management techniques (35).

Cost (15 points)

1. Overall cost to complete the project (15)

Organization, personnel and expertise (15 points)

1. Qualifications of personnel assigned to project (7.5)
2. Experience of personnel assigned to project (7.5)

General quality of response and responsiveness to terms and conditions (10 points)

Proposals will be evaluated and a successful Responder will be notified by **April 2021.**

MAPO and the successful Responder will then meet to negotiate the final deliverable and contract. If MAPO and the successful Responder are unable to agree upon a scope of services and compensation within a reasonable time (as determined by MAPO at its sole discretion), then MAPO may declare negotiations to be at an impasse, and may commence negotiations with the next highest-ranked Responder.

Request for Clarification

In the event MAPO believes that additional clarification of a proposal is needed in order to make a determination regarding the proposal, the MAPO shall submit a request for clarification by email to the Responder. The Responder will have two working days to respond via email to provide the additional requested information. Responses will also be posted on the MAPO website, see Proposal Questions section for additional information and process.

Proposal Questions

No interpretation of the meaning of the RFP will be made to any Responder verbally. Responders are encouraged to promptly notify MAPO of any apparent major inconsistencies, problems or ambiguities in this RFP. Any questions regarding this RFP must be submitted by email only to:

Charles Androsky, Transportation Planner
candrosky@mankatomn.gov

No other project personnel are allowed to discuss the RFP before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

All questions and answers will be posted on the MAPO's web page: www.mnmapo.org.

Questions will be posted verbatim as submitted, without reference to the person or firm that submitted it. All prospective Responders will be responsible for checking the MAPO's web page for any addendums to this RFP and any questions that have been answered.

Questions and responses will be accepted one week prior to the RFP close date.

Failure of any Responder to review any such addendum or interpretation shall not relieve such Responder from any obligation under their proposal as submitted. All addenda so issued will become part of the agreement documents.

Proposal Protest Procedure

1. A formal letter of protest must be received at the 10 Civic Center Plaza Mankato, MN 56001 to the attention of the Paul Vogel, Executive Director, within ten (10) business days of the date of the award notification letter. The letter must state specifically the reason for the protest and include any documentation needed to substantiate the claim(s).
2. The MAPO will have ten (10) business days from the date of receipt of the protest letter in which to make a written response. The MAPO may extend the period for purposes of investigating the protest, if it is warranted, by notifying the complainant in writing of their intentions within the above mentioned response time.
3. If the complainant, after receiving the final written response from the MAPO, is not satisfied that the reason for protest has been sufficiently resolved, he/she may file a

request for an appeal to be heard by the MAPO Policy Board. Such request must be written and received within the (10) business days from the date of the MAPO's response letter. The letter shall be made to the attention of the Executive Director, who will schedule the hearing for the next available MAPO Policy Board meeting, and inform the complainant in writing of said date and time.

4. The MAPO will not receive any service or product described in the PROPOSAL document from the successful Proposal until the protest has been resolved

Termination

If the Contractor is (1) adjudged to be bankrupt; (2) makes a general assignment for the benefit of creditors; (3) has a receiver on account of insolvency; (4) is guilty of substantial violation of any provision of the Contract; (5) fails to promptly pay employees or obligations incidental to proper performance of the Contract; or (6) persistently disregards or permits disregard by employees of laws, ordinances or instructions of the MAPO Policy Board or its designated representative, then the MAPO Policy Board may, at its opinion, terminate the Contract without further obligation on the part of the MAPO Policy Board to the Contractor except for the expenses incurred prior to the termination. If the MAPO Policy Board or its designated representative believes any action or non-action of the Contractor represents an immediate threat to public safety, the MAPO Policy Board may suspend service for so long a period as they deem necessary.

MAPO Not Obligated to Complete Project

This RFP does not obligate the Mankato/North Mankato Area Planning Organization (MAPO) to award a Contract or complete the project, and MAPO reserves the right to cancel the solicitation if it is considered to be in its best interest.

Disposition of Responses

All materials submitted in response to this RFP will become property of MAPO and will become public record. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by Minnesota Government Data Practices Act, Minnesota Statutes

§13.37, the responder must:

- Clearly mark all trade secret materials in its response at the time the response is submitted,
- Include a statement with its response justifying the trade secret designation for each item, and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless MAPO, its agents and employees, from any judgements or damages awarded against the MAPO in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the MAPO's award of Contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of MAPO.

MAPO is required to keep all basic documents related to its Contracts, including responses to RFPs for a minimum of seven years.

MAPO will not consider the prices submitted by the responder to be proprietary or trade secret materials.

- Patent Rights: The Common Grant Rules require provisions consistent with Dept. of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms,” 37 CFR Part 401.
- Rights to Data: When FHWA provides Federal assistance to support the costs of a research, development, demonstration, or a special studies project, FHWA generally seeks sufficient rights in the data developed so that the results can be made available to any FHWA recipient, sub recipient, third part contractor, is executed.

Disadvantaged Business Enterprise (DBE) Goal

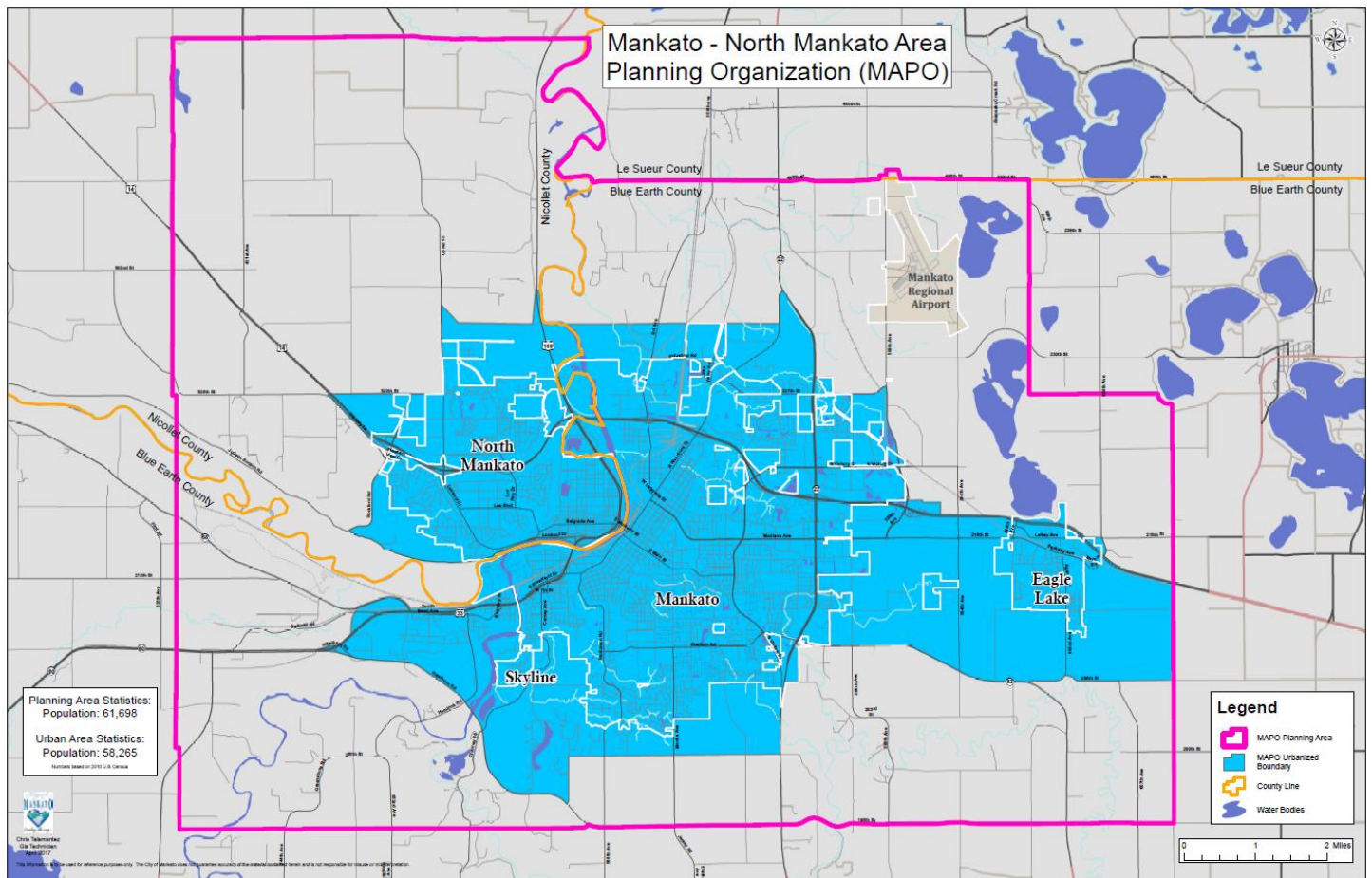
Small businesses, minority-owned business, and women-owned businesses are encouraged to respond to this solicitation. Larger firms are encouraged to sub-contract with small, minority-owned, and women-owned businesses when economically feasible. A DBE goal of **RGN** has been assigned.

Required Statement for All Notices, RFP, and Contracts

The FHWA is or will be providing federal assistance for this project in an estimated expected amount of **\$8,000**; the Catalog of Federal Domestic Assistance (CFDA) number is 20.205.

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Appendix A: Map of MAPO Planning Boundary



Appendix B Required Contract Clauses

The Contractor agrees to comply with the following requirements, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable.

A. ACCESS TO RECORDS AND REPORTS

2 CFR §200.336

Access to Records - The following access to records requirements apply to this Contract: The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred in connection with work and services performed under this contract. The Contractor must make such materials available at its office at all reasonable times during the term of this contract, and for six years from the date of final payment under this contract, for inspection by the MAPO. Copies of such materials will be furnished to the MAPO upon one week notice during the term of this contract and for six years from the date of final payment under this contract.

B. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the State or Federal Government - (1) The MAPO and Contractor acknowledge and agree that, notwithstanding any concurrence by the State or Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the State or Federal Government, the State or Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the MAPO, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with State or Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Program Fraud and False or Fraudulent Statements or Related Acts - (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

All invoices submitted to the MAPO for payment shall include the following certification signed by the Contractor's Project Manager:

"I certify to the best of my knowledge the belief that this request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the project contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me and my employer to criminal or civil penalties for fraud, false statements, false claims, or otherwise."

D. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. §623, 42 U.S.C. §2000; 42 U.S.C. §6102, 42 U.S.C. §12112; 42 U.S.C. §12132, 49 U.S.C. §5332;

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FHWA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA, modified only if necessary to identify the affected parties.

E. BREACHES AND DISPUTE RESOLUTION

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

Performance During Dispute - Unless otherwise directed by the MAPO, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the MAPO and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Minnesota.

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

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of **Race Gender Neutral** has been established for this procurement.

Responders are directed to read the DBE Special Provisions, as posted at <http://www.dot.state.mn.us/consult/index.html> under the Prof/Tech Notices section and attached as Appendix B. The DBE Special Provisions explains how to comply with the DBE requirements. In particular, see language regarding document(s) that a responder must submit with its proposal. The form required in the proposal can be found on page 12 of this document. To view a listing of certified DBE's, please contact the MnDOT Office of Civil Rights at 651-366-3073, TTY 651-282-5799, or visit their website at <http://www.dot.state.mn.us/civilrights>.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MAPO deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the MAPO. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the MAPO and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

The Contractor must promptly notify MAPO, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MAPO.

G. PROCUREMENT OF RECOVERED MATERIALS

2 CFR §200.322

Procurement of Recovered Materials - The following requirements apply to the underlying contract:

The MAPO and the Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only item designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

H. DISCLAIMER

Disclaimer – For contracts funded with federal funds, all final documents produced under this contract shall include the following statement on the title page:

“The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation.”

For contracts funded with federal and state funds, all final documents produced under this contract shall include the following statement on the title page:

“The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration, and the Minnesota Department of Transportation. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S. Department of Transportation or the Minnesota Department of Transportation. This report does not constitute a standard, specification, or regulation.”

I. TERMINATION FOR CAUSE AND FOR CONVENIENCE

2 CFR Part 200, Appendix II(B)

Termination of Agreement - Either the Contractor or MAPO may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this Agreement in whole or in part. In the event of termination, all property and finished or unfinished documents and other writing prepared by the Contractor under this Agreement shall be delivered to MAPO and Contractor shall be entitled to compensation for time expended and expenses incurred to the date of termination.

J. CHANGES

Changes – Contractor shall at all times comply with all applicable State and Federal regulations, policies, procedures and directives. Contractor’s failure to so comply shall constitute a material breach of this contract.

K. LOBBYING

Lobbying – Contracts for more than \$100,000 must require the contractor and any subcontractor(s) to file a lobbying certification. The funding threshold is based on the total contract award (i.e., prime and any subs).

L. REMEDIES

2 CFR Part 200, Appendix II(A)

Remedies - Contracts for more than \$150,000 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.

M. CLEAN AIR AND CLEAN WATER

42 U.S.C. 7401 – 7671q.; 33 U.S.C. 1251-1387

Clean Air Act and Federal Water Pollution Control Act - Contracts for more than \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the FHWA and the Regional Office of the Environmental Protection Agency (EPA).

OTHER REQUIRED CONTRACT CLAUSES

The Contractor agrees to comply with the following additional requirements.

N. CONDITIONS OF PAYMENT

All services provided by the Contractor under this contract must be performed to the satisfaction of the MAPO and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Consultant will not receive payment for work found by the MAPO to be unsatisfactory or performed in violation of federal, state, or local law.

O. ASSURANCES – NON-CONSTRUCTION PROGRAMS

Contractor certifies that it complies with all the applicable clauses identified in SF-424B, Assurances – Non-Construction Programs, as provided at <https://www.grants.gov/forms/sf-424-family.html>.

Appendix C Required Affidavits and Certifications

Affidavit of Noncollusion

Conflict of Interest Checklist and Disclosure Form

Affirmative Action Certification

Immigration Status Certification

Certification of Restriction on Lobbying

Certificate of Liability Insurance

Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters

Affidavit of Noncollusion

Responders must complete the “Affidavit of Noncollusion” found in this Appendix and include it with the response. The successful responder will be required to submit acceptable evidence of compliance with workers' compensation insurance coverage requirements prior to execution of the Contract. The successful responder will be required to submit pre-award audit information and comply with audit standards.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to MAPO, or the successful responder's objectivity in performing the Contract work is or might be otherwise impaired, or the successful responder has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to MAPO, which must include a description of the action, which the successful responder has taken or proposes to take to avoid or mitigate such conflicts.

If an organization conflict of interest is determined to exist, MAPO may, at their discretion, cancel the Contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the contracting officer, MAPO may terminate the Contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve MAPO's rights. Responders must complete the “Conflict of Interest Checklist and Disclosure Form” and submit it along with the response, but not as a part of the response.

Affirmative Action Data

For all Contracts estimated to be in excess of \$100,000, responders are required to complete the “Affirmative Action Certification” page and include it with the response.

Immigration Status Certification

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security. *E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 of the Immigration Status Certification by completing the required form and submitting it with their proposal.

In addition, prior to the delivery of the product or initiation of services, vendors must obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

DRAFT

Restrictions on Lobbying

Contractors that apply or bid for an award of \$100,000 or more must complete the required certification that is will not and has not used Federally appropriated funds to pay any person or organization for influencing 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. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The offeror must submit the required form with their proposal. Pursuant to Minnesota Statutes §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Standard of Performance, Insurance and Indemnity

All services to be performed by Contractor hereunder shall be performed in a skilled, professional and non-negligent manner. Contractor shall obtain and maintain at his/her/its cost and expense:

- a. **Comprehensive general liability insurance** that covers the consultant services performed by Contractor for MAPO with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).
- b. **Errors and omissions or equivalent insurance** that covers the contractor services performed by Contractor for MAPO with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).
- c. **Worker's compensation insurance** covering Contractor (if an individual) and all of Contractor's employees with coverages and limits of coverage required by law.

Contractor shall indemnify and hold harmless MAPO from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities and damages arising out of the performance of his/her/its services hereunder.

Contractor certifies that Contractor is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Contractor (if an individual) nor Contractor's employees and agents will be considered MAPO employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Contractor and any claims made by any third party as a consequence of any act or omission on the part of Contractor or any employee of Contractor are in no way MAPO's obligation or responsibility. By signing this Agreement, Contractor certifies that Contractor is in compliance with these laws and regulations.

Contractor shall deliver to MAPO, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. MAPO shall be named as additional insureds under such policy(ies). The insurer will provide at least thirty (30) days prior written notice to MAPO, without fail, of any cancellation, non-renewal, or modification of any the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to MAPO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Contractor shall provide MAPO with appropriate endorsements to its policy(ies) reflecting the status of MAPO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided MAPO by the insurance company providing such insurance policy to Contractor.

The Contractor shall require any subcontractor permitted by MAPO under Section 3 hereof to perform work for Contractor on the Project to have in full force and effect the insurance coverage required of the Contractor

under this Agreement before any subcontractor(s) begin(s) work on the Project. Contractor shall require any such subcontractor to provide to Contractor a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Contractor and MAPO shall be named as additional insureds under such policies. The insurer will provide 30 day written notice to MAPO and Contractor, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to MAPO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. MAPO shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of MAPO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided MAPO by the insurance company providing such insurance policy(ies).

AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this: _____ day of _____

Notary Public: _____

My commission expires: _____

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CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

Purpose of this Checklist. This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted, however, the Disclosure of Potential Conflict of Interest form should be submitted in a separate envelope along with your proposal.

Definition of “Proposer”. As used herein, the word “Proposer” includes both the prime contractor and all proposed subcontractors.

Checklist is Not Exclusive. Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form. A proposer must complete the attached disclosure form and submit it with their Proposal. If a proposer determines a potential conflict of interest exists, it must disclose the potential conflict to MAPO; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. MAPO personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of MAPO.

Material Representation. The proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this Contract. MAPO reserve the right to cancel or amend the resulting contract if the successful proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts. MAPO recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. MAPO will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MAPO’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to MAPO. MAPO would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MAPO must follow statutory guidance on Organizational Conflicts of Interest.

Statutory Guidance. Minnesota Statutes §16C.02, subd. 10 (a) places limits on state agencies ability to contract with entities having an “Organizational Conflict of Interest”. For purposes of this checklist and disclosure requirement, the term “Vendor” includes “Proposer” as defined above. Pursuant to such statute, “Organizational Conflict of Interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering. The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules part 1805.0300) Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or

the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

An organizational conflict of interest may exist in any of the following cases:

- ❑ The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.
- ❑ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity’s interests are, or may be, adverse to the state’s interests with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on an MAPO project if a local government has also retained the proposer for the purpose of persuading MAPO to stop or alter the project plans.
- ❑ The Contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the Contract.
- ❑ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this Contract, when the value or potential uses of such property may be affected by the proposer’s performance of work pursuant to this Contract. “Property affected by the project” includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity’s property may be affected by the proposer’s work pursuant to the Contract when such work involves providing recommendations for right-of-way acquisition, access control, and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know or have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current MAPO employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former MAPO employees, or their immediate family members. **Comment:** this provision is not intended to supersede any MAPO policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to “inside” information.
- ❑ The proposer has, in previous work for the state, been given access to “data” relevant to this procurement or this project that is classified as “private” or “nonpublic” under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other

proposers. Rather, it attempts to avoid an “unfair advantage” when such information cannot be provided to other potential proposers. Definitions of “government data”, “public data”, “non-public data” and “private data” can be found in Minnesota Statutes Chapter 13.

- ❑ The proposer has, in previous work for the state, helped create the “ground rules” for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ❑ The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

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DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

_____ Determined that no potential organizational conflict of interest exists.

_____ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MAPO personnel.

Name

Phone

AFFIRMATIVE ACTION CERTIFICATION

If your response to this solicitation is or could be in excess of \$100,000.00, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

- Have a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR), or
- Has submitted an affirmative action plan to MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by MDHR. Proceed to BOX C. Include a copy of your Certificate with your response.
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to MDHR for approval, which the Department received on _____ (date). If the date is the same as the response due date, indicate the time your plan was received: _____ (time). Proceed to BOX C.
- ☐ We do not have a Certificate of Compliance, nor has MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to BOX C. Contact MDHR for

BOX B – For those companies not described in BOX A.

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to BOX C

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

until a company receives Human Rights certification.

For assistance with this form, contact: Minnesota Department of Human Rights, Compliance Services Section
Mail: 190 East 5th St, Suite 700 St. Paul, MN 55101 TC Metro: (651) 296-5663
Toll free: 800-657-3704
Web: www.humanrights.state.mn.us Fax: (651) 296-9042 TTY: (651) 296-1283
Email: employerinfo@therightsplace.net

IMMIGRATION STATUS CERTIFICATION

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000.00, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this Contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____

Date:

Authorized Signature: _____

Telephone Number:

Printed Name: _____

Title:

If the Contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the Contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the Contract, and/or suspending or debaring the Contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Building, 50 Sherburne Avenue, St. Paul, Minnesota 55155

E-Mail: MMDHelp.Line@state.mn.us

Telephone: 651-296-2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1-800-627-3529

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CERTIFICATION OF RESTRICTION ON LOBBYING

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the bidder/company named below that:

1. No Federal or state appropriated funds have been paid or will be paid by or on behalf of the bidder/company, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The bidder/company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
4. 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 Section 1352, Title 31, U.S. Code. 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 failure.

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____ / ____ / ____

_____(Title of authorized official)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

Instructions For Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are 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 enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Official Typed Name and Title

Signature/Authorized Certifying

Applicant/Organization Date Signed

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Appendix D TAC & Policy Board Membership

Mankato/North Mankato Area Planning Organization Policy Board

(Alphabetical)

Tim Auringer – City of Eagle Lake

Jack Kolars – Nicollet County

Mike Laven – City of Mankato

Mark Piepho – Blue Earth County (chair)

Dan Rotchadl – MAPO Townships

James Whitlock – City of North Mankato

Mankato/North Mankato Area Planning Organization Technical Advisory Committee

(Alphabetical)

Ronda Allis – MnDOT (District 7)

Paige Attarian – City of Skyline

Jennifer Bromeland – City of Eagle Lake

David Cowan – Minnesota State University, Mankato

Michael Fischer – City of North Mankato

Karl Friedrichs – Lime Township

Seth Greenwood – Nicollet County

Scott Hogen – Mankato Area Public Schools (District 77)

Jeff Johnson – City of Mankato

Mark Konz – City of Mankato

Open – Leray Township

Leroy McClelland – South Bend Township

Ed Pankratz – Mankato Township

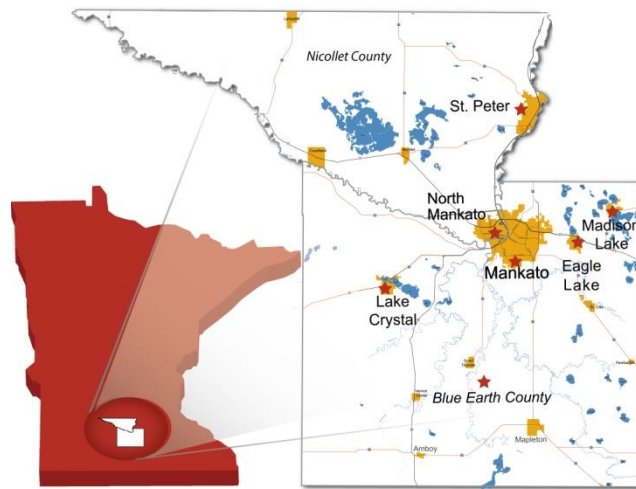
Craig Rempp – Mankato Transit System

Dan Sarff – City of North Mankato

Shawn Schloesser – Region Nine Development Commission

Craig Smith – Belgrade Township

Ryan Thilges – Blue Earth County (chair)



REQUEST FOR PROPOSAL

Mankato/North Mankato Area Planning Organization (MAPO)

Highway 14 Pedestrian Bridge Study

Issued By: Mankato/North Mankato Area Planning Organization
10 Civic Center Plaza
Mankato, Minnesota 56001

Issue Date: **January 15, 2021**

Deliver To: Charles Androsky
Transportation Planner

Respond By: **4:30 p.m. February 17, 2021**
Late proposals will not be accepted

Direct Questions To:
Charles Androsky
MAPO Transportation Planner
(507) 387-8389
candrosky@mankatomn.gov

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Community Background

The Mankato/North Mankato metropolitan statistical area (MSA) is centrally located in south central Minnesota, positioned in the scenic beauty of the Minnesota River Valley, with convenient access to Minneapolis-St. Paul, 75 miles to the northeast. The Mankato/North Mankato population is 53,488 (according to the 2010 Census) with an urbanized area over 58,000 and a planning area population over 61,000. The area is home to a wide range of major industries including health care, machinery manufacturing, and agricultural services.

The Mankato/North Mankato Area Planning Organization (MAPO)

Under the authority of 23 CFR §450.310(a) the Mankato/North Mankato Area Planning Organization (MAPO) is the federally-designated Metropolitan Planning Organization (MPO) for the Mankato/North Mankato urbanized area. MAPO's role is to provide planning assistance to local jurisdictions on transportation and land use interactions and related transportation issues within the MAPO area. Formed in 2012, MAPO has successfully produced a wide range of transportation plans, studies, and reports.

Project

MAPO hereby solicits proposals from qualified firms for a Highway 14 Pedestrian Bridge Study (Study). The contracted consultant (Consultant) shall lead work on a range of tasks necessary to conduct a preliminary design and feasibility study for a pedestrian overpass across Trunk Highway 14 in North Mankato.

The Study will evaluate the feasibility, alternative layouts, right-of-way needs and alternative costs for the construction of a pedestrian overpass across US Trunk Highway 14 in North Mankato. The preferred location for the proposed pedestrian overpass is along the extension of Tower Boulevard and adjacent to the Caswell Park/Miracle Field parking lot. Alternative locations for the overpass may be evaluated with the study if the preferred location proves to be not feasible. Adjacent property owner impacts shall be addressed.

The Study should include the following, at a minimum:

- Establishment of preliminary property lines and topography using available information, including City, County and MnDOT GIS information and mapping, LIDAR contours, aerial photography, and other available information.
- The development of a up to two (2) preliminary layouts and up to two (2) alternative bridge structure designs for the proposed pedestrian overpass in the preferred location, including abutments, piers, approaches, and other related improvements.
- Collection of preliminary field boundary and topographic survey information as required to verify the feasibility of the preliminary layout and design alternatives and a preliminary determination of right-of-way needs.
- The development or preliminary project cost estimates for the preliminary layout and design alternatives.
- Preliminary evaluation of environmental and social impacts (screening level only) for the alternative layout and design alternatives.

- Evaluation of advantages and disadvantages and cost comparisons of the alternative layouts and bridge structure options.
- The development of a recommended implementation plan with cost estimates.

The Study must comply with all applicable local, state, and federal legislation. All aspects of the Study will adhere to requirements of the FAST Act (or current transportation bill), and the requirements stipulated by the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the State of Minnesota Department of Transportation (MnDOT). This shall entail consideration for all applicable modes of transportation and users of the transportation system, including (but not limited to) pedestrians of various ages and abilities, ADA assistance vehicles, bicycle, and motor vehicle travel (including personal auto and transit). A detailed scope of the Study shall be determined early in the project through engagement between the Consultant, MAPO, MAPO member agencies, and stakeholders.

The Study shall include a public involvement component (further described in Scope of Work Task IV) to provide interested parties opportunities to participate. This Study shall also be developed in consultation with all applicable federal, state, and local oversight and approval agencies, including (but not limited to) those responsible for: transportation system management, transit, infrastructure and operational funding, traffic safety, land use management, natural resources, environmental protection, public health, conservation, historic preservation and other appropriate agencies.

The Study will be prepared cooperatively by and between the public, the selected Consultant, and the participants of the MAPO. Participants of the Study shall include the public (including residents and property owners), the MAPO Policy Board and Technical Advisory Committee (TAC), the City of North Mankato, the Minnesota Department of Transportation (MnDOT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA). MAPO staff will perform contract oversight and coordination.

Study Geography

The general location studied shall be the areas adjacent to Minnesota Trunk Highway 14 between Howard Drive and Commerce Drive (north/south) and Lookout Drive and Lor Ray Drive (east/west) in North Mankato, Minnesota (see Map of Proposed Study Area).

Budget

The total budget for this project is not to exceed \$15,000. Project work shall take place over 2021 with final delivery in 2021. The Consultant will ensure adherence to study budget and delivery deadline.

Deadline

The completed approved study must be delivered before the end of calendar year 2021. Delivery includes final presentations and approvals.

Interested firms can obtain a copy of the RFP by downloading it from www.mnmapo.org, by emailing candrosky@mankatomn.gov, by calling (507) 387-8389, or by sending a request via U.S. mail to MAPO offices at 10 Civic Center Plaza, Mankato, MN 56001.

Scope of Work

The Scope of Work specifies the tasks that shall be issued in part or whole to the Consultant. During contract negotiations additional tasks and work elements may be added or deleted at MAPO discretion. MAPO must approve initiation of work tasks, which may be one or more tasks identified in the Scope of Work in writing before the Consultant may perform work. Responders may propose augmented, supplemental, or alternate tasks/activities if they will substantially improve the results of the project, within the stated budget and time parameters listed within this RFP.

At project outset the Consultant shall draft a **Project Management Plan (PMP)** (described in Scope of Work Task I) which shall clearly operationalize the Scope of Work, outline dates, work periods, public engagement periods, review/revision periods, and deadlines for all aspects and deliverables of the project.

All final work will be completed and submitted to MAPO to allow the MAPO Technical Advisory Committee (TAC) adequate time to review and recommend acceptance at a regular meeting and for the MAPO Policy Board to subsequently review and formally accept at a regular meeting (see Scope of Work Task VI: Project Completion and Delivery).

Overall Study management, process and decision-making shall be guided by a Project Management Team (PMT). At times throughout the Study the MAPO TAC and Policy Board, as well as various local, state and federal oversight agencies and stakeholders, shall also be consulted for input. Outlined below is the Scope of Work that shall steer development of the project. MAPO has included the Scope of Work to provide interested Consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development. The Consultant is encouraged to offer innovative initiatives in addition to, or supplemental to the included Scope of Work, if those additions are congruent with the project timeline and budget. At a minimum, the Consultant shall be expected to establish detailed analysis, alternatives, and/or deliverables for the following Scope of Work tasks:

Scope of Work Task I: Project Management

The Consultant shall ensure proper management of the entire project including staff, equipment, and documentation, as well as to any subcontracted firms. The Consultant shall prepare written progress reports, documentation of travel and expense receipts, and preparing and submitting invoices.

The Consultant shall assign a single person to serve through the life of the contract as Consultant Project Manager (PM). The PM must be the person identified in the selected firm's proposal and may not be changed without prior written approval of MAPO. The PM will be responsible for overall project management necessary to ensure the satisfactory, on-time, on-budget completion of the Study in accordance with the scope of services. The PM will serve as a

single point of contact and will ensure the entire Consultant team is properly managed, project remains on schedule, adequate resources are available, submittals are timely and QA/QC reviewed, and disadvantaged business enterprise (DBE) firms, if any, are utilized for maximum benefit and paid in a timely fashion.

The PM shall work closely with MAPO staff and the PMT to ensure strong communication and coordination through the life of the contract. Communication will include mandatory written monthly progress reports with an updated actual schedule versus planned schedule, task progress, identification of critical path tasks, upcoming work items, and actual expenditures versus budget report.

Biweekly check-in calls

In addition to ad hoc telephone and email communication, the Consultant Project Manager and MAPO staff will maintain a standing series of brief progress check-in calls on a biweekly basis to review progress and discuss upcoming tasks. Individual check-in calls may be cancelled or conducted via email if there are not pertinent discussion items at a given time.

Invoicing

The PM will submit monthly invoices in a form and with documentation acceptable to MAPO within 30 business days following the end of each month throughout the life of the contract. Invoices must include the monthly progress report, a breakout of activities by task, employee, and employee hours for those tasks, and any supportive documentation for expenses. The PM may request approval from MAPO, in writing, to skip a monthly invoice if no activity occurs during the month or for other reasons.

Subcontracts

The primary Consultant is expected to perform either the entirety or the majority of all aspects of the Study. However, at points agreed upon and authorized beforehand by MAPO, certain aspects of the Study may be found to be more efficiently performed by other specialized firms, traditionally referred to as “subcontracted” consultants. For the purposes of this RFP, the term “Consultant” shall apply to both the primary and any/all subcontracted consultants. All guidance, requirements, and performance standards provided in this RFP shall apply to the primary Consultant and to all subcontracted firms, in the event the MAPO authorizes this practice. The primary Consultant shall be held responsible for all practices and work products developed by all subcontracted firms.

Project Management Team (PMT)

The Study’s primary project management, oversight, and decision-making body shall be a Project Management Team (PMT) comprised of agency representatives. The Consultant shall organize and host a series of PMT meetings to guide the project from outset to completion. PMT meetings are anticipated to be virtual to accommodate public health considerations. Consultant work shall include preparation of meeting agendas and taking and reporting of meeting minutes. All work products shall be submitted for review and revision to the PMT, after which the Consultant will incorporate revisions and present an updated draft for PMT approval.

PMT meetings

The Consultant shall convene PMT meetings at major project touchpoints. Additional consultations, in the form of letters, emails, remote virtual meetings, or telephone conversations with project planners and engineers will, where necessary, clarify the technical requirements and objectives of the contract and work tasks. It is anticipated the PMT will convene at the below points, with independent project communication/coordination via telephone and email in between meetings:

- **PMT #1: Kickoff** to introduce the project, define staff roles, establish early guidance on project scope, approach, roles, objectives, and methodology, and assign action items.
- **PMT #2: Midway** to present draft existing conditions, issues identified, layouts, and alternatives.
- **PMT #3: Final** to present finalized documents, memos, and work products.

MnDOT Consultation

As Highway 14 falls under the jurisdiction of the Minnesota Department of Transportation (MnDOT), the Consultant shall lead consultation with local MnDOT staff to ensure all alternatives conform to MnDOT guidance related to bridge height/location etc.

Project Management Plan (PMP)

Early in the process the Consultant shall prepare a Project Management Plan (PMP) to aid in completing the Study on-budget and by project deadline. The PMP shall provide a scope and schedule to perform all work necessary to ensure final delivery of the Study to the MAPO Policy Board by project deadline.

The Consultant shall integrate the below factors into development of the **PMP**, at minimum:

- Scheduling of development and delivery of all project deliverables and work components with adequate time for PMT review and revision of submitted drafts.
- Scheduling of all internal and external meetings and public engagement/outreach events and campaigns. This shall include PMT meetings, public engagement touch points, and appropriate updates/presentations to agencies.
- Deadlines for sections/deliverables of the Study with consideration to order and critical path to ensure all elements of the Study are accomplished on time and within budget.
- Identification of all local, state, and federal approval agencies and scheduling when guidance and approval shall be obtained.
- Final preparation and delivery of Study, including concluding presentations to the North Mankato City Council, MAPO TAC, and Policy Board.

Scope of Work Task II: Data Collection

The Consultant will ascertain the applicability of information provided, review data for completeness, and notify the project stakeholders of any additional data required. It will be the responsibility of the Consultant to determine the reliability of all information which they choose as reference.

The Consultant shall compile and review all documents, plans, policies, and data pertaining to the Study area. These documents shall be summarized in an Existing Literature Summary Document to include, but include, but not be limited to:

- Applicable plans/studies/findings at the state and federal levels, including those relating to Toward Zero Deaths.
- Base-and horizon-year socio-economic data developed by federal, state, and local sources.
- State and federal statutes.
- Plans and studies previously conducted by the MAPO including the Long Range Transportation Plan (LRTP).
- Municipal Complete Streets Plans, corridor plans, land use plans, redevelopment plans, neighborhood plans, existing ICE studies.
- Traffic counts, crash and accident data, HPMS data, signal warrants, aerial photos, major street network classifications, sign inventories, traffic signal data, GIS/CADD property and right of way maps, funding data, etc.
- U.S. Bureau of Census data.
- American Community Survey (ACS) data.
- MnDOT's Intelligent Transportation System (ITS) Architecture Plan.
- City building permits, County permits, utility records, etc.
- Socioeconomic data and projections compiled by MAPO staff and the Minnesota Department of Employment and Economic Development (DEED).
- GIS data/layers, as available from City, County, and State sources.
- Base and horizon year socio-economic data developed by State and Federal sources.
- Municipal Capital Improvement Plans.
- Mankato Transit System's Transit Development Plan.
- Recent analysis and work products developed by the local agencies regarding the segment of Highway 14.
- Identification of current federal and state transportation requirements and guidance, and corresponding strategies for the Study to fulfill/abide by necessary requirements.

The Consultant shall review and summarize these documents and data in terms of their impact and relevance to the Study, particularly state and federal legislation and include any potential conflicts or inconsistencies that must be addressed. This review shall be delivered in the Existing Literature Summary Document and be used to guide project decisions regarding additional data needed, alternatives, and alternative evaluation.

Data necessary to support development and measurement of the goals and objectives of the project, as well as required performance measures, will be collected and in some cases generated by the Consultant. The Consultant is expected to identify GIS and other mapping data needs early in the project schedule to support analysis and other Study tasks. MAPO will provide the Consultant a list of available GIS layers, maps, and data and will supply requested materials, as permissible, to the Consultant.

Existing information, data and documents known to be available for Consultant review and use include (MAPO and member-agency staff will assist the Consultant in identifying and gathering the documents listed below):

- Adopted community plans and studies.
- GIS data/layers, as available from City, County and State sources.
- Other technical materials or data as available and permissible.

The Consultant shall identify, obtain, compile, review, and utilize a wide range of documents and data in support of the Study. Whenever possible, documents and data will be obtained in an electronic format. The Consultant is expected to use and leverage existing data and information to the maximum extent possible to avoid duplicative data collection efforts.

Electronic Inventory

The Consultant shall review all current and newly-enacted transportation legislation at all levels of government that may impact the Study. The Consultant shall create an Electronic Inventory to include all electronically available documents and data that will be updated regularly throughout the life of the contract. GIS based data and data sets will be obtained and consolidated by the Consultant as mutually agreed by the MAPO.

Deliverables under Scope of Work Task III include, but shall not be limited to, an **Existing Literature Summary Document** and an **Electronic Inventory**.

Scope of Work Task III: Data Analysis and Study Development

The Consultant shall draft and develop final data analysis and plan development documents for inclusion in the Study. Depending on context, these analyses may be integrated into individual technical documents or as components of a linking narrative structure. Areas to be addressed in the Study include, but shall not be limited to:

Purpose and Needs Document

Development of the Purpose and Needs document shall be a collaborative effort informed by the project's PMT and Public Engagement components, as well as primary and secondary data gathering and analysis. The Purpose and Needs Document will inform identification of Study goals, objectives, opportunities, alternatives, and final recommendations. The document will define the project purpose and transportation issues to be solved and serve as guidance for consideration of alternatives. It will also provide supporting data and describe other issues that need to be resolved as part of a successful solution to identified needs.

The Purpose and Needs Document will clarify the expected Study outcomes and will be a fundamental element when developing criteria for selection between alternatives. Conclusions of the document should be based on latest planning assumptions, site/location conditions, future forecasting, etc., as well as informed by results of stakeholder engagement.

Technical Memoranda

The Consultant shall identify constraints, opportunities and issues by analyzing existing and forecasted future conditions. The Consultant shall synthesize project work elements (data analysis, stakeholder engagement, forecasting, etc.) to develop **technical memoranda**. Memoranda shall be of high professional quality and developed with input and approval of project partners and designed with congruous language, visual elements, and flow, as they shall comprise sections of the final Study. In the interest of economizing Study documentation, certain memos may be combined, provided all elements are included to PMT satisfaction. Memoranda will be developed on the subjects of:

- **Existing Conditions Report**
 - ECR to include consideration of pedestrian and bicycle connectivity across TH14, including Commerce Drive Trail, Bluff Valley Trail, Caswell Park, Miracle Field Playground and ball field, Dakota Meadows, Howard Drive Trail and trail between Howard Drive and Carlson Drive/Benson Park.
 - Establishment of preliminary property lines and topography using available information, including City, County and MnDOT GIS information and mapping, LIDAR contours, aerial photography, and other available information.
- **Issues Identification**
 - Consideration to issues affecting the desired bridge location include multimodal traffic generators, safety, convenience, existing and future development.
- **Evaluation Criteria**
 - A description of the evaluative criteria to be used in consideration of alternatives and select optimum location(s).
- **Alternatives Development**
 - The development of a up to two (2) preliminary layouts and up to two (2) alternative bridge structure designs for the proposed pedestrian overpass in the preferred location, including abutments, piers, approaches, and other related improvements.
 - Collection of preliminary field boundary and topographic survey information as required to verify the feasibility of the preliminary layout and design alternatives and a preliminary determination of right-of-way needs.
 - The development or preliminary project cost estimates for the preliminary layout and design alternatives.
 - Preliminary evaluation of environmental and social impacts (screening level only) for the alternative layout and design alternatives.
- **Alternatives Evaluation**
 - Evaluation of advantages and disadvantages and cost comparisons of the alternative layouts and bridge structure options.
 - The development of a recommended implementation plan with cost estimates.

- **Recommendations for Implementation**

- To include clear actions/steps to be undertaken to implement. This shall include potential funding sources and programs, including potential partnerships and fund leveraging at local, state, and federal levels. Include consideration to right-of-way and easement needs.

Satisfactory development of technical memoranda will entail Consultant review and analysis of a range of data and knowledge areas, including

- Review of existing and proposed land use.
- Review of past planning documents and studies.
- Alternatives to channelize pedestrians/bicyclists
- Analysis of existing facilities.
- Investigation of the feasibility of construction of alternatives within existing rights-of-way and right-of-way needs for other contemplated alternatives.
- Connection of all collected data to existing GIS and performance of geographic analysis.
- Review of existing traffic data and future forecasts/projections with updates as needed to identify current and future deficiencies in the multimodal network.
- Analysis of land use and transportation systems to identify conflicts or potential conflicts.
- Analysis of impacts of current and proposed transportation issues on underserved and low income populations.
- Consideration to land use conditions and nearby areas influencing the flow of multimodal traffic along the corridor, with discussion to the link between land use and the transportation system.
- Consideration to available funding sources.

Date Rights and Ownership

Unless explicitly agreed to, MAPO will retain use rights and ownership of all data, reports, presentations, maps, graphics, photos/video, figures, GIS databases, project website analytics, and social media elements delivered by the Consultant in order to complete the tasks delivered in this Scope of Work. All reports shall be of high quality and reproducible. All text-and graphic-based deliverables shall be provided in both PDF and Word format. GIS-related data shall be provided in a GIS platform compatible with MAPO's computer software and hardware (ESRI ArcMAP, projected to NAD 1983 HARN Adj MN Blue Earth). The MAPO shall maintain the right to use any and all materials for future planning, programming, education, or communication uses.

Scope of Work Task IV: Public Input and Partnerships

The project will utilize the MAPO's Public Participation Plan and Staff Guide (PPP) to serve as a framework for the project's public engagement process. Responses to this RFP should include a brief Public Involvement Plan (PIP). The proposed PIP will be reviewed and approved during the negotiation of a final contract. The proposed plan should include at least the following:

- Outreach to adjacent landowners. The City will assist the Consultant in contacting and educating local stakeholders. The Study shall include direct outreach and communication with local landowners.
- Mechanisms for informing and educating the public about the plan development process and any significant issues under consideration.
- Mechanisms for gathering public response to the Consultant's recommendations and alternatives.
- Plans for informing and gathering input from units of local government.
- Mechanisms for presenting proposed actions and alternatives at meetings.
- Mechanisms for documenting involvement, as well as analyzing and summarizing responses received during all phases of the plan development process.
- Examples of materials/processes the consultant proposes to use to communicate to and solicit input from the public (media releases, handouts, websites, displays, questionnaires/surveys, graphics, etc.).
- Innovative public involvement techniques and visualizations.
- The PIP will have a clear identification of methods by which traditionally underserved populations are involved in Study development, as well as an analysis of how low income and minority populations are being impacted by proposed projects. The PIP will have a summary of outreach methods, as well as a dispensation of any comments received from such populations.

Consideration to COVID-19

Over the course of the Study, the Consultant will be expected to be adaptable with consideration to COVID-19. Traditional in-person engagement is preferred regarding Study public engagement touchpoints. However, the format of engagement touch points will be dependent on current public health guidance. If, at a given point in the study, in-person engagement is judged to be a potential health hazard, engagement will take place via remotely via electronic methods. Respondents should provide consideration for both in-person and virtual public engagement. Responders should illustrate how meaningful public engagement will be achieved in all contingencies.

Coordination with Local Agencies

The Consultant shall be expected to maintain communication as needed with MAPO partner agencies and stakeholders to establish a clear vision of community concerns and opportunities and discuss elements of the project as they relate to each respective agency. The amount and nature of these communications may differ depending on the specific stage or aspect of the Study in question.

Advertising

In addition to social media, the project may employ methods of public engagement such as paid advertisements in print mediums and other appropriate newspapers, mailers and/or fliers to targeted stakeholders, surveys, wiki-mapping web-based input-gathering tools, and email outreach. The Consultant shall be expected to coordinate with the applicable Public Information departments of municipalities within the MAPO on potential opportunities to utilize public

engagement services/mediums/methods implemented by municipalities, as well as announcements for public events and engagement efforts.

Open House

Responders are asked to provide a detailed description for one (1) general public Open House. The Open House will take place after alternatives are developed and before recommendation(s) are developed. The intent of the Open House will be to educate the general public on project progress, present the range of alternatives, and solicit community feedback and input. The Open House will be in-person or virtual, depending on current public health guidance.

Provision of Materials

At points throughout the study agency staff may deliver informational presentations and conduct outreach to stakeholders. At PMT discretion, staff may conduct these efforts without Consultant staff present. During these occasions and at the PMT's request, the Consultant shall supply staff with presentation and outreach materials.

Consultant Presentations

At relevant times over the course of the project, the Consultant will deliver informational presentations to:

- **North Mankato City Council.** Council meetings are typically held the first and third Monday of the month.
- **MAPO Technical Advisory Committee (TAC).** TAC meetings are typically held the third Thursday of each month or on an as-needed basis.
- **MAPO Policy Board.** Policy Board meetings are typically held the first Thursday of each month or on an as-needed basis.

Public Comment Log

Over the course of the Study the Consultant shall maintain and deliver a comprehensive Public Comment Log which identifies public comments received and any resulting actions. Log must be grouped by common theme and include the date received and a section on how/why the Study was/was not updated to reflect the comment.

Scope of Work Task V: Environmental Justice and Title VI Environmental Justice Report

The requirements of Environmental Justice (EJ), as outlined by the Federal Highway Administration (FHWA), are intended to ensure that the process of transportation planning is consistent with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin. These provisions shall be considered during the problem identification phase of the project and incorporated into all aspects of the Study and adhered to throughout the public involvement task of the project. The Consultant will

coordinate with MAPO's Title VI/EJ policies and PPP. The Consultant will ensure all federal, state, and local EJ requirements are abided by.

The Consultant will coordinate with project agencies to obtain demographic information and develop GIS visualization and analysis to locate areas containing populations traditionally underrepresented in the transportation planning process. Depending on results of demographic analysis, public engagement efforts may be adjusted to better engage affected populations. For example, if analysis indicates a significant population within the Study area speaks a language other than English, public engagement materials will be translated and disbursed accordingly.

The Consultant will consider the comparative impacts of proposed alternatives on identified populations. The Consultant will perform an EJ analysis utilizing various data sources such as the US Census and other demographic data using GIS. This will include development of an Environmental Justice Report (EJ) Report). The EJ Report shall abide by and ensure conformance with all applicable federal and state law. The EJ Report shall outline the proactive measures taken to engage communities typically under-represented in the transportation planning process, and demonstrates through analysis that alternatives and recommendations will not have a disproportionate adverse impact on low-income and minority populations.

Environmental Impact Summary

The Consultant shall identify all necessary environmental documents and guidance available from federal, state, and local agencies. The Consultant shall analyze these and other applicable documents to produce an Environmental Impact Summary. Items of consideration shall include, but not be limited to:

- Applicable Code of Federal Regulations requirements including 4(f). Consultant shall identify all applicable resources and potential impacts.
- Air, Noise, and Water Quality impact.
- Threatened and endangered species.

Deliverables under Scope of Work Task VI shall include, but not be limited to; an Environmental Justice Report and an Environmental Impact Summary.

Scope of Work Task VI: Project Completion / Plan Delivery

The Consultant shall perform all work necessary to obtain final acceptance of the Study by the MAPO Policy Board no later than their meeting scheduled [REDACTED]. To achieve this goal, the MAPO Technical Advisory Committee (TAC) must approve the Study at or before their [REDACTED] meeting. The Consultant shall deliver a finalized draft Study for TAC review before their [REDACTED] meeting, as well as any necessary presentation materials and handouts to explain how the plan was developed in accordance with the MAPO vision, values, and available funding sources. The final delivery schedule is below. Note schedule may be amended at PMT discretion:

Final Delivery Schedule (illustrative)	
Date	Action

	Consultant delivers draft Study for MAPO TAC review and comment
	Consultant delivers presentation on draft Study to MAPO TAC at their regular meeting and solicits comments
	Consultant incorporates TAC comments
	Consultant delivers finalized draft to MAPO
	MAPO TAC motions to recommend acceptance of Study
	Consultant delivers final presentation to MAPO Policy Board, Policy Board accepts final Study

Completion of this task shall involve:

- Consideration to Public Review/Public Comment processes required. This will entail forethought and planning regarding the advance scheduling needs of Public Comment period(s) for the draft Study to ensure delivery by deadline.
- Scheduling of meetings and review periods to obtain guidance and approval from applicable municipal, MAPO, MnDOT, and federal entities.
- Preparation of the final document, including charts, figures, diagrams, and maps.
- Delivery of draft Study to MAPO TAC and Policy Board at or before dates specified above.

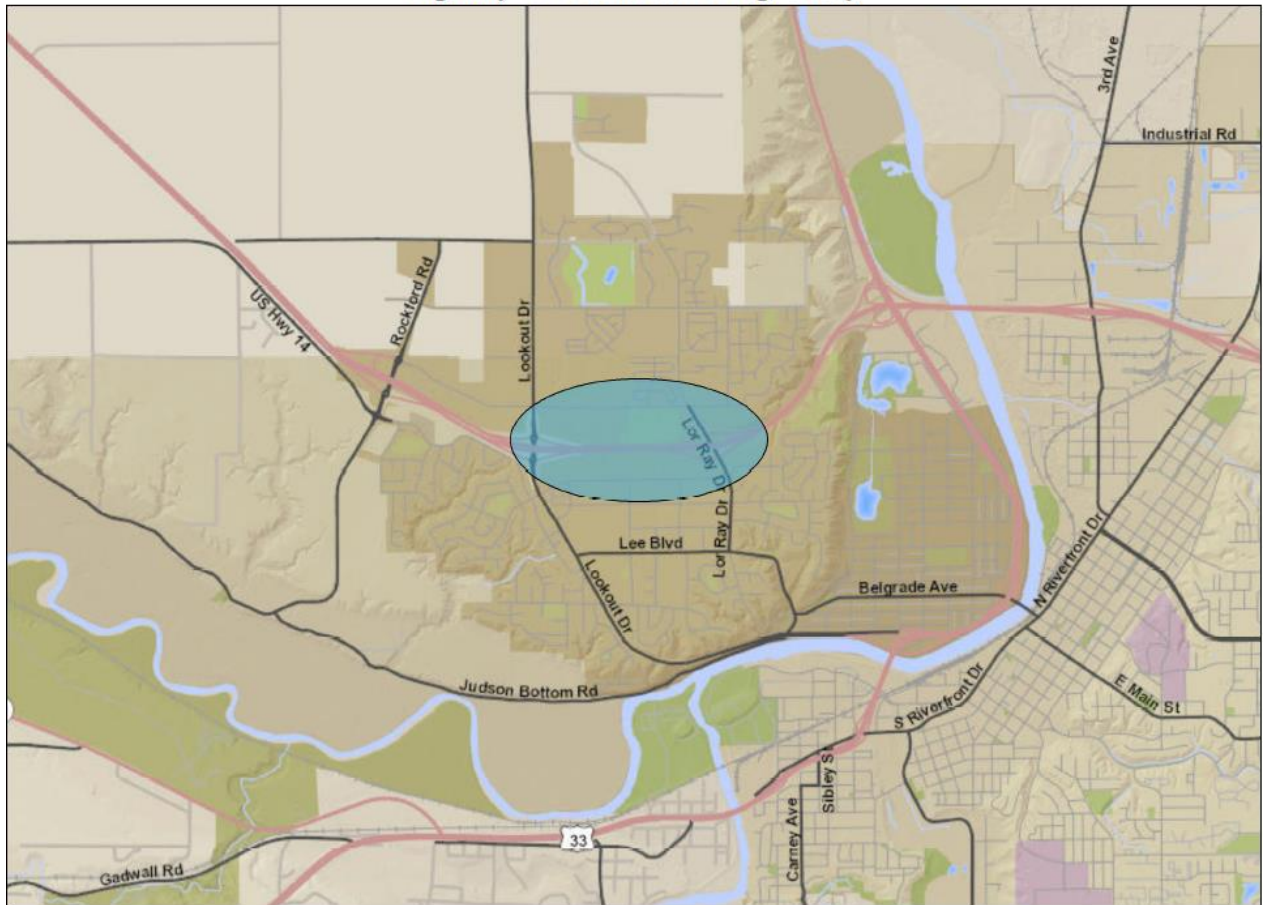
Project Deliverables & Work Components

Deliverables and work components of the Study shall include:

- Project Management Plan (PMP)
- Purpose and Needs Document
- Electronic Inventory
- Project Public Involvement Plan (PIP)
- Public Comment Log
- Purpose and Needs Document
- Technical memoranda addressing the following areas:
 - Existing Conditions
 - Issues Identification
 - Evaluation Criteria
 - Alternatives Development
 - Alternatives Evaluation
 - Recommendations for Implementation
 - Implementation Plan
- Environmental Justice Report
- Environmental Impact Summary

Map of Proposed Study

Highway 14 Pedestrian Bridge Study



Delivery

After approval and acceptance of the Study by the City Council, MAPO TAC, and Policy Board, respectively, the Consultant will prepare and present a complete and approved Study. This shall include:

- A comprehensive record of steps performed, data collected, and analysis conducted.
- Final Study – **Highway 14 Pedestrian Bridge Study** (PDF and print versions).
- Executive Summary – **Highway 14 Pedestrian Bridge Study - Executive Summary** (PDF and print versions).
- Deliverables will include three (3) printed copies of the Study as well as an electronic copy of each document in both Microsoft Word and PDF format.
- Copies and ownership/use rights of data and materials compiled and developed over the course of the study including presentations, stakeholder contact information, maps, logos, photos, project website/public engagement analytics, and graphical elements. These materials shall be delivered to MAPO in digital format.
- All documents/deliverables must be converted to the highest level of possible accessibility. This includes readability of PDF documents by Adobe Reader's and Adobe Acrobat's "Read Aloud" feature.
- In the enduring eventuality that a member of the public requests a translated document, the Consultant shall supply an electronic copy of such document in the language(s) requested in both Word and PDF formats.

Additional Requirements & Contract Schedule/Duration

In addition to addressing the above services for the project, the Consultant is also expected to:

- Clearly communicate in a responsive manner and coordinate with the MAPO staff and local partners.
- Provide regular project updates via attendance to meetings as needed and/or electronic submission of progress reports as directed.
- Promptly report any unforeseen delays or circumstances as they arise.
- Contract work is anticipated to start by **May 2021**.
- The Study should be completed by **November 2021**, with final acceptance by **December 2021**.
- Contract will be effective until **+ 3 months after contract date**.

Proposal Content

Responders are asked to report how they will address each task, detail staff and firm qualifications related to each task, and describe task deliverables. Responders are encouraged to propose alternate tasks or activities if they will substantially improve the results of the project, within the stated budget and time parameters listed within this RFP.

The following will be considered minimum contents of the proposal and must be submitted in the order listed:

1. Responder's company name, business address, the contact person's name, telephone number, fax number and email address.

2. A statement of the objectives, goals and tasks to show or demonstrate the Responder's view of the nature of the project.
3. A description of the proposed project approach and methodology to be utilized, deliverables to be provided by the Responder, and a description of the proposed project management techniques.
4. A detailed description of the Responder's background and experience with similar work. This should include examples of similar work indicating the Responder's level of involvement in the project, and the key personnel involved with the project.
5. A list of the key personnel who will be assigned to the project and their area of responsibility. Provide statements for each of the key personnel detailing their training, work experience and qualifications relevant to the proposed work. No change in personnel assigned to the project will be permitted without the approval of the MAPO.
6. An illustrative **Work Plan** identifying the major tasks to be accomplished. The work plan must present the Responder's approach, task breakdown, and due dates of deliverables. Included within the **Work Plan**, consultants are encouraged to submit a tentative draft project timeline detailing a schedule of project activities including work periods per topic/section with deadlines, Kickoff Meeting, PMT meetings, Open Houses, one-on-one agency meetings, social media blasts, presentations to MAPO TAC, Policy Board, and Mankato City Council, and activities related to final acceptance.
7. A budget including the hourly rates and fringe rates for all key personnel who will perform the tasks outlined above, as well as the agency's indirect rate.
8. Three references from clients within the past 5 years for whom the Consultant has performed similar work.
9. Completed forms and documents required under any other section of this RFP.

Selection Timeline

It is anticipated that evaluation, selection, contract negotiation, and project start will be completed according to the below schedule. Note the dates and ranges are advisory and may be adjusted.

January 15, 2021	First day of RFP posting
February 10, 2021	Last date MAPO staff will answer RFP questions
February 17, 2021	Deadline for RFP responses
March 2021	Evaluation and scoring of RFP responses
April/May 2021	MAPO Policy Board, MnDOT, FHWA approvals
May 2021	Successful bidder notified, begin contract negotiations
May 2021	Contract negotiations finalized
May 2021	Project initiated

After evaluation the MAPO and the successful Responder will meet to negotiate the final deliverable and contract. If MAPO and the successful Responder are unable to agree upon a scope of services and compensation within a reasonable time (as determined by MAPO at its sole discretion), then MAPO may declare negotiations to be at an impasse, and may commence negotiations with the next highest-ranked Responder.

Proposal Submittal

To accommodate public health concerns, proposals shall be accepted digitally. Digital copies of proposals may be provided in either 1) PDF format or 2) through a file-sharing link such as SharePoint or similar service. Proposals must be sent to MAPO via the below email:

Charles Androsky
Transportation Planner
Mankato/North Mankato Area Planning Organization
candrosky@mankatomn.gov

All responses must be received no later than 4:30 p.m. Central time on February 17, 2021.

MAPO will consider all responses public. MAPO reserves the right to distribute all proposal materials within its advisory and governing bodies, as well as make all materials public unless expressly and clearly marked as private (see Disposition of Resources section of this RFP).

Proposal Evaluation

A “Best Value Selection” method will be used to review proposals submitted in response to this RFP. Representatives of MAPO and selected TAC members will evaluate all proposals received by the deadline. A 100-point scale will be used to create the final evaluation and selection. The factors and weighting on which proposals will be judged are:

Technical Approach (40 points)

1. Specialized expertise, capabilities and technical competence, as demonstrated by the Responder’s expressed project understanding, proposed project approach and methodology, project work plan, and project management techniques. (20)
2. Project background and experience, as demonstrated by the Responder’s ability, familiarity and experience with handling similar projects, and the qualifications and related experience of key staff members. (10)
3. The Responder’s record of past performance, including quality of work (10)

Cost (30 points)

1. Overall cost to complete the project (30)

Organization, personnel and expertise (20 points)

1. Qualifications of personnel assigned to project (10)
2. Experience of personnel assigned to project (10)

General quality of response and responsiveness to terms and conditions (10 points)

Barring unforeseen delay, proposals will be evaluated and a successful Responder will be notified within the date range of April-May 2021.

The MAPO and the successful Responder will then meet to negotiate the final deliverable and contract. If MAPO and the successful Responder are unable to agree upon a scope of services and compensation within a reasonable time (as determined by MAPO at its sole discretion), then MAPO may declare negotiations to be at an impasse, and may commence negotiations with the next highest-ranked Responder.

Request for Clarification

In the event MAPO believes that additional clarification of a proposal is needed in order to make a determination regarding the proposal, the MAPO shall submit a request for clarification by email to the Responder. The Responder will have two working days to respond via email to provide the additional requested information. Responses will also be posted on the MAPO website, see Proposal Questions section for additional information and process.

Proposal Questions

No interpretation of the meaning of the RFP will be made to any Responder verbally. Responders are encouraged to promptly notify MAPO of any apparent major inconsistencies, problems or ambiguities in this RFP. Any questions regarding this RFP must be submitted by email only to:

Charles Androsky, Transportation Planner
candrosky@mankatomn.gov

No other project personnel are allowed to discuss the RFP before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

All questions and answers will be posted on the MAPO's web page: www.mnmapo.org

Questions will be posted verbatim as submitted, without reference to the person or firm that submitted it. All prospective Responders will be responsible for checking the MAPO's web page for any addendums to this RFP and any questions that have been answered.

Questions and responses will be accepted one week prior to the RFP close date.

Failure of any Responder to review any such addendum or interpretation shall not relieve such Responder from any obligation under their proposal as submitted. All addenda so issued will become part of the agreement documents.

Proposal Protest Procedure

1. A formal letter of protest must be received at the 10 Civic Center Plaza Mankato, MN 56001 to the attention of the Paul Vogel, Executive Director, within ten (10) business days of the date of the award notification letter. The letter must state specifically the reason for the protest and include any documentation needed to substantiate the claim(s).
2. The MAPO will have ten (10) business days from the date of receipt of the protest letter in which to make a written response. The MAPO may extend the period for purposes of investigating the protest, if it is warranted, by notifying the complainant in writing of their intentions within the above mentioned response time.
3. If the complainant, after receiving the final written response from the MAPO, is not satisfied that the reason for protest has been sufficiently resolved, he/she may file a request for an appeal to be heard by the MAPO Policy Board. Such request must be

written and received within the (10) business days from the date of the MAPO's response letter. The letter shall be made to the attention of the Executive Director, who will schedule the hearing for the next available MAPO Policy Board meeting, and inform the complainant in writing of said date and time.

4. The MAPO will not receive any service or product described in the PROPOSAL document from the successful Proposal until the protest has been resolved

Termination

If the Contractor is (1) adjudged to be bankrupt; (2) makes a general assignment for the benefit of creditors; (3) has a receiver on account of insolvency; (4) is guilty of substantial violation of any provision of the Contract; (5) fails to promptly pay employees or obligations incidental to proper performance of the Contract; or (6) persistently disregards or permits disregard by employees of laws, ordinances or instructions of the MAPO Policy Board or its designated representative, then the MAPO Policy Board may, at its opinion, terminate the Contract without further obligation on the part of the MAPO Policy Board to the Contractor except for the expenses incurred prior to the termination. If the MAPO Policy Board or its designated representative believes any action or non-action of the Contractor represents an immediate threat to public safety, the MAPO Policy Board may suspend service for so long a period as they deem necessary.

MAPO Not Obligated to Complete Project

This RFP does not obligate the Mankato/North Mankato Area Planning Organization (MAPO) to award a Contract or complete the project, and MAPO reserves the right to cancel the solicitation if it is considered to be in its best interest.

Disposition of Responses

Unless otherwise explicitly and clearly marked, all materials submitted in response to this RFP will become public record. The MAPO reserves the right to disburse any materials for review, ranking, educational, or communicative purposes. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- Clearly mark all trade secret materials in its response at the time the response is submitted,
- Include a statement with its response justifying the trade secret designation for each item, and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless MAPO, its agents and employees, from any judgements or damages awarded against the MAPO in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the MAPO's award of Contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of MAPO. MAPO is required to keep all basic documents related to its Contracts, including responses to RFPs for a minimum of seven years.

MAPO will not consider the cost information submitted by the responder to be proprietary or trade secret materials.

- Patent Rights: The Common Grant Rules require provisions consistent with Dept. of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms,” 37 CFR Part 401.
- Rights to Data: When FHWA provides Federal assistance to support the costs of a research, development, demonstration, or a special studies project, FHWA generally seeks sufficient rights in the data developed so that the results can be made available to any FHWA recipient, sub recipient, third part contractor, is executed.

Disadvantaged Business Enterprise (DBE) Goal

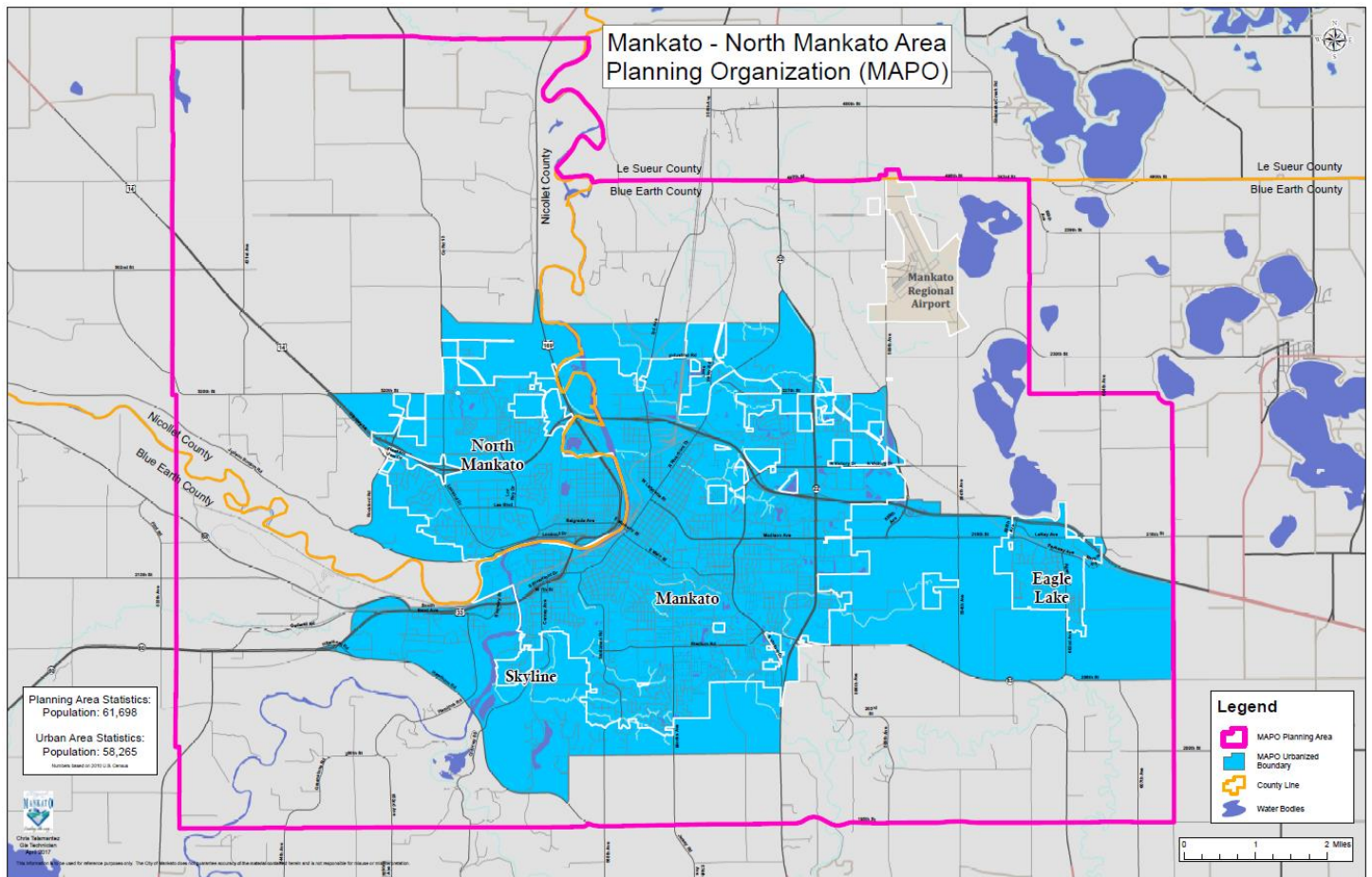
Small businesses, minority-owned business, and women-owned businesses are encouraged to respond to this solicitation. Larger firms are encouraged to sub-contract with small, minority-owned, and women-owned businesses when economically feasible. A DBE goal of [REDACTED] has been assigned.

Required Statement for All Notices, RFP, and Contracts

The FHWA is or will be providing federal assistance for this project in an estimated expected amount of \$56,000. The Catalog of Federal Domestic Assistance (CFDA) number is 20.205.

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Appendix A: Map of MAPO Planning Boundary



Appendix B: Required Contract Clauses

The Contractor agrees to comply with the following requirements, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable.

A. ACCESS TO RECORDS AND REPORTS

2 CFR §200.336

Access to Records - The following access to records requirements apply to this Contract:

The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred in connection with work and services performed under this contract. The Contractor must make such materials available at its office at all reasonable times during the term of this contract, and for six years from the date of final payment under this contract, for inspection by the MAPO. Copies of such materials will be furnished to the MAPO upon one week notice during the term of this contract and for six years from the date of final payment under this contract.

B. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the State or Federal Government - (1) The MAPO and Contractor acknowledge and agree that, notwithstanding any concurrence by the State or Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the State or Federal Government, the State or Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the MAPO Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with State or Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Program Fraud and False or Fraudulent Statements or Related Acts - (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

All invoices submitted to the MAPO for payment shall include the following certification signed by the Contractor's Project Manager:

"I certify to the best of my knowledge the belief that this request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the project contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me and my employer to criminal or civil penalties for fraud, false statements, false claims, or otherwise."

D. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. §623, 42 U.S.C. §2000; 42 U.S.C. §6102, 42 U.S.C. §12112; 42 U.S.C. §12132, 49 U.S.C. §5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FHWA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA, modified only if necessary to identify the affected parties.

E. BREACHES AND DISPUTE RESOLUTION

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

Performance During Dispute - Unless otherwise directed by the MAPO Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the MAPO and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Minnesota.

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

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of [REDACTED] has been established for this procurement.

- Responders are directed to read the DBE Special Provisions, as posted at <http://www.dot.state.mn.us/consult/index.html> under the Prof/Tech Notices section and attached as Appendix B. The DBE Special Provisions explains how to comply with the DBE requirements. In particular, see language regarding document(s) that a responder must submit with its proposal. The form required in the proposal can be found on page 12 of this document. To view a listing of certified DBE's, please contact the MnDOT Office of Civil Rights at 651-366-3073, TTY 651-282-5799, or visit their website at <http://www.dot.state.mn.us/civilrights>.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted

contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MAPO deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the MAPO. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the MAPO and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The Contractor must promptly notify MAPO, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MAPO.

G. PROCUREMENT OF RECOVERED MATERIALS

2 CFR §200.322

Procurement of Recovered Materials - The following requirements apply to the underlying contract:

The MAPO and the Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only item designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

H. DISCLAIMER

Disclaimer – For contracts funded with federal funds, all final documents produced under this contract shall include the following statement on the title page:

"The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation."

For contracts funded with federal and state funds, all final documents produced under this contract shall include the following statement on the title page:

"The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration, and the Minnesota Department of Transportation. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S. Department of Transportation or the Minnesota Department of Transportation. This report does not constitute a standard, specification, or regulation."

I. TERMINATION FOR CAUSE AND FOR CONVENIENCE

2 CFR Part 200, Appendix II(B)

Termination of Agreement - Either the Contractor or MAPO may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this Agreement in whole or in part. In the event of termination, all property and finished or unfinished documents and other writing prepared by the Contractor under this Agreement shall be delivered to MAPO and Contractor shall be entitled to compensation for time expended and expenses incurred to the date of termination.

J. CHANGES

Changes – Contractor shall at all times comply with all applicable State and Federal regulations, policies, procedures and directives. Contractor's failure to so comply shall constitute a material breach of this contract.

K. LOBBYING

Lobbying – Contracts for more than \$100,000 must require the contractor and any subcontractor(s) to file a lobbying certification.

The funding threshold is based on the total contract award (i.e., prime and any subs).

L REMEDIES

2 CFR Part 200, Appendix II(A)

Remedies - Contracts for more than \$150,000 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.

M. CLEAN AIR AND CLEAN WATER

42 U.S.C. 7401 – 7671q.; 33 U.S.C. 1251-1387

Clean Air Act and Federal Water Pollution Control Act - Contracts for more than \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the FHWA and the Regional Office of the Environmental Protection Agency (EPA).

OTHER REQUIRED CONTRACT CLAUSES

The Contractor agrees to comply with the following additional requirements.

N. CONDITIONS OF PAYMENT

All services provided by the Contractor under this contract must be performed to the satisfaction of the MAPO and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Consultant will not receive payment for work found by the MAPO to be unsatisfactory or performed in violation of federal, state, or local law.

Appendix C: Required Affidavits and Certifications

Affidavit of Noncollusion Conflict of Interest Checklist and Disclosure Form Affirmative Action Certification Immigration Status Certification Certification of Restriction on Lobbying Certificate of Liability Insurance

DESCRIPTION OF REQUIRED FORMS

Affidavit of Noncollusion

Responders must complete the “Affidavit of Noncollusion” found in this Appendix and include it with the response. The successful responder will be required to submit acceptable evidence of compliance with workers' compensation insurance coverage requirements prior to execution of the Contract. The successful responder will be required to submit pre-award audit information and comply with audit standards.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to MAPO, or the successful responder's objectivity in performing the Contract work is or might be otherwise impaired, or the successful responder has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to MAPO, which must include a description of the action, which the successful responder has taken or proposes to take to avoid or mitigate such conflicts.

If an organization conflict of interest is determined to exist, MAPO may, at their discretion, cancel the Contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the contracting officer, MAPO may terminate the Contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve MAPO's rights. Responders must complete the “Conflict of Interest Checklist and Disclosure Form” and submit it along with the response, but not as a part of the response.

Affirmative Action Data

For all Contracts estimated to be in excess of \$100,000, responders are required to complete the “Affirmative Action Certification” page and include it with the response.

Immigration Status Certification

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security. *E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 of the Immigration Status Certification by completing the required form and submitting it with their proposal.

In addition, prior to the delivery of the product or initiation of services, vendors must obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

Restrictions on Lobbying

Contractors that apply or bid for an award of \$100,000 or more must completed the required certification that is will not and has not used Federally appropriated funds to pay any person or organization for influencing 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. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The offeror must submit the required form with their proposal.

Pursuant to Minnesota Statutes §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Standard of Performance, Insurance and Indemnity

All services to be performed by Contractor hereunder shall be performed in a skilled, professional and non-negligent manner. Contractor shall obtain and maintain at his/her/its cost and expense:

- a. **Comprehensive general liability insurance** that covers the consultant services performed by Contractor for MAPO with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).
- b. **Errors and omissions or equivalent insurance** that covers the contractor services performed by Contractor for MAPO with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).
- c. **Worker's compensation insurance** covering Contractor (if an individual) and all of Contractor's employees with coverages and limits of coverage required by law.

Contractor shall indemnify and hold harmless MAPO from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities and damages arising out of the performance of his/her/its services hereunder.

Contractor certifies that Contractor is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Contractor (if an individual) nor Contractor's employees and agents will be considered MAPO employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Contractor and any claims made by any third party as a consequence of any act or omission on the part of Contractor or any employee of Contractor are in no way MAPO's obligation or responsibility. By signing this Agreement, Contractor certifies that Contractor is in compliance with these laws and regulations.

Contractor shall deliver to MAPO, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. MAPO shall be named as additional insureds under such policy(ies). The insurer will provide at least thirty (30) days prior written notice to MAPO, without fail, of any cancellation, non-renewal, or modification of any the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to MAPO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Contractor shall provide MAPO with appropriate endorsements to its policy(ies) reflecting the status of MAPO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided MAPO by the insurance company providing such insurance policy to Contractor.

The Contractor shall require any subcontractor permitted by MAPO under Section 3 hereof to perform work for Contractor on the Project to have in full force and effect the insurance coverage required of the Contractor under this Agreement before any subcontractor(s) begin(s) work on the Project. Contractor shall require any such subcontractor to provide to Contractor a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Contractor and MAPO shall be named as additional insureds under such policies. The insurer will provide 30 day written notice to MAPO and Contractor, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to MAPO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. MAPO shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of MAPO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided MAPO by the insurance company providing such insurance policy(ies).

AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a

corporation);

2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this: _____ day of _____

Notary Public: _____

My commission expires: _____

CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

Purpose of this Checklist. This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted, however, the Disclosure of Potential Conflict of Interest form should be submitted in a separate envelope along with your proposal.

Definition of “Proposer”. As used herein, the word “Proposer” includes both the prime contractor and all proposed subcontractors.

Checklist is Not Exclusive. Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form. A proposer must complete the attached disclosure form and submit it with their Proposal. If a proposer determines a potential conflict of interest exists, it must disclose the potential conflict to MAPO; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. MAPO personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of MAPO.

Material Representation. The proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this Contract. MAPO reserve the right to cancel or amend the resulting contract if the successful proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts. MAPO recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. MAPO will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MAPO’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to MAPO. MAPO would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MAPO must follow statutory guidance on Organizational Conflicts of Interest.

Statutory Guidance. Minnesota Statutes §16C.02, subd. 10 (a) places limits on state agencies ability to contract with entities having an “Organizational Conflict of Interest”. For purposes of this checklist and disclosure requirement, the term “Vendor” includes “Proposer” as defined above. Pursuant to such statute, “Organizational Conflict of Interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering. The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules part 1805.0300) Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

An organizational conflict of interest may exist in any of the following cases:

- ☐ The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.
- ☐ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity’s interests are, or may be, adverse to the state’s interests with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on an MAPO project if a local government has also retained the proposer for the purpose of

persuading MAPO to stop or alter the project plans.

- ❑ The Contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the Contract.
- ❑ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this Contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this Contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the Contract when such work involves providing recommendations for right-of-way acquisition, access control, and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know or have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current MAPO employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former MAPO employees, or their immediate family members. **Comment:** this provision is not intended to supersede any MAPO policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- ❑ The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
- ❑ The proposer has, in previous work for the state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ❑ The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

_____ Determined that no potential organizational conflict of interest exists.

_____ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MAPO personnel.

Name

Phone

AFFIRMATIVE ACTION CERTIFICATION

If your response to this solicitation is or could be in excess of \$100,000.00, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR) -or- Has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due. Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to Box C. Include a copy of your Certification with your response**
- ☐ We do not have a current Certificate of Compliance; However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to Box C.**
- ☐ We do not have a Certification of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to Box C. Contact the MDHR for assistance. (See below for contact information)

Please note: Certificates of Compliance must be issued by the MDHR. Affirmative Action Plans must be approved by the Federal government, a county or a municipality must still be received, reviewed and approved by the MDHR before a Certification can be issued.

BOX B – For those companies not described in BOX A

Check below

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

Web: www.humanrights.state.mn.us

Email: employerinfo@therightsplace.net

TC Metro: (651) 296-5663

Fax: (651) 296-9042

Toll Free: 800-657-3704

TTY: (651) 296-1283

IMMIGRATION STATUS CERTIFICATION

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000.00, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this Contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the Contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the Contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the Contract, and/or suspending or debaring the Contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Building, 50 Sherburne Avenue, St. Paul, Minnesota 55155

E-Mail: MMDHelp.Line@state.mn.us

Telephone: 651-296-2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1-800-627-3529

CERTIFICATION OF RESTRICTION ON LOBBYING

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the bidder/company named below that:

1. No Federal or state appropriated funds have been paid or will be paid by or on behalf of the bidder/company, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The bidder/company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
4. 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 Section 1352, Title 31, U.S. Code. 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 failure.

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____ / ____ / ____

(Title of authorized official)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Appendix D: TAC & Policy Board Membership

Mankato/North Mankato Area Planning Organization Policy Board

(Alphabetical)

Tim Auringer – City of Eagle Lake

Jack Kolars – Nicollet County

Mike Laven – City of Mankato

Mark Piepho – Blue Earth County (chair)

Dan Rotchadl – Mankato Township

James Whitlock – City of North Mankato

Mankato/North Mankato Area Planning Organization Technical Advisory Committee

(Alphabetical)

Ronda Allis – MnDOT (District 7)

Paige Attarian – City of Skyline

Jennifer Bromeland – City of Eagle Lake

David Cowan – Minnesota State University, Mankato

Michael Fischer – City of North Mankato

Karl Friedrichs – Lime Township

Seth Greenwood – Nicollet County

Scott Hogen – Mankato Area Public Schools (District 77)

Jeff Johnson – City of Mankato

Mark Konz – City of Mankato

Open – Leray Township

Leroy McClelland – South Bend Township

Ed Pankratz – Mankato Township

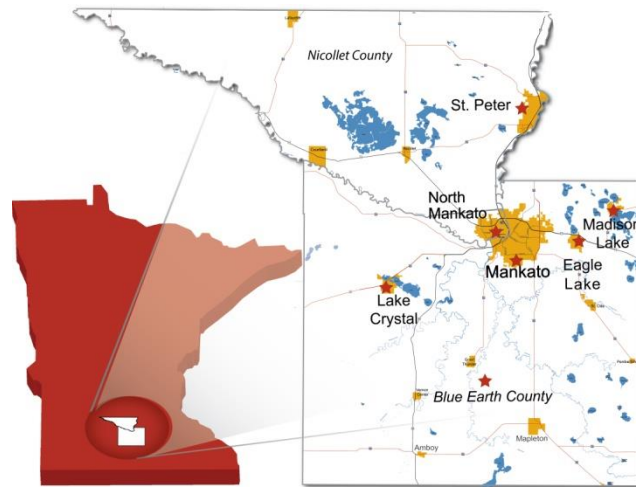
Craig Rempp – Mankato Transit System

Dan Sarff – City of North Mankato

Shawn Schloesser – Region Nine Development Commission

Craig Smith – Belgrade Township

Ryan Thilges – Blue Earth County (chair)



REQUEST FOR PROPOSAL

Mankato/North Mankato Area Planning Organization (MAPO)

Lookout Drive-CSAH 13 Corridor Study

Issued By: Mankato/North Mankato Area Planning Organization
10 Civic Center Plaza
Mankato, Minnesota 56001

Issue Date: **February 2, 2021**

Deliver To: Charles Androsky
Transportation Planner

Respond By: **4:30p.m. March 3, 2021**
Late proposals will not be accepted

Direct Questions To:
Charles Androsky
MAPO Transportation Planner
candrosky@mankatomn.gov

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Introduction

The Mankato/North Mankato Area Planning Organization (MAPO) hereby solicits proposals from qualified firms for its Lookout Drive-CSAH 13 Corridor Study (Study). The Study shall serve as a comprehensive document for future corridor transportation planning and programming and be compliant with all applicable local, state, and federal guidance and legislation. The professional-technical contract and procurement process will be administered by MAPO, with project management participation by local jurisdictions including the City of North Mankato and Nicollet County.

Study Goals

The study of the Lookout Drive/CSAH 13 corridor in North Mankato/Nicollet County, MN will evaluate management of existing and future traffic flow along Lookout Drive/CSAH 13, with professional-grade discussion of corridor conditions, challenges, and opportunities, including:

- Alternative lane configurations
- Access management
- Intersection control options including alternative intersection designs (ICE studies)
- Pedestrian and bicyclist connectivity within the various land use districts along the roadway
- Possible impacts on parallel streets associated with alternatives

The corridor has a range of different contextual settings, factors, and needs, each with interrelated challenges and opportunities. High-ranking proposals will demonstrate how the responder shall execute a successful study of a complex, multimodal corridor with participation and buy-in from a variety of stakeholders and governmental jurisdictions. Interjurisdictional collaboration and consensus will be emphasized. The project will be conducted in a way to attain municipal consent from the City of North Mankato and Nicollet County.

The selected firm will coordinate all work with MAPO, North Mankato City staff, and Nicollet County staff during the corridor study process. All content within the study relating to the segment within the City limits of and under the jurisdiction of the City of North Mankato will be approved by the City. All content within the study relating to the segment within the City limits of North Mankato but under the jurisdiction of Nicollet County will be approved by the City of North Mankato and Nicollet County.

Budget

The total budget for this project is not to exceed \$125,000. Project work shall take place over 2021 and 2022, with final delivery in 2022. Of the project total, \$70,000 will be expended over 2021 and \$55,000 will be expended over 2022. The Consultant will ensure adherence to these annual funding targets.

Deadline

The completed approved study must be delivered before the end of calendar year 2022. Delivery includes final presentations and approvals.

Study Geography

The geography of the segment studied shall be the Lookout Drive-CSAH 13 corridor routing from the intersection of Lookout Drive and Lee Boulevard (southern terminus) to the intersection of CSAH 13 and 512th Street (northern terminus) (Appendix A: Map of Proposed Study Area).

Requested Planning Proposal

This Request for Proposal (RFP) is directed toward planning and engineering firms qualified in conducting a transportation corridor study and implementation plan. Among additional elements, the selected consultant (Consultant) will develop and evaluate alternatives for management of existing and future transportation and traffic flow in the corridor, with discussion on

- alternative lane configurations
- access management
- multimodalism
- intersection control options
- alternative intersection designs
- bicycle and pedestrian connectivity

Substantial consideration shall be given to the various existing and potential land uses along the roadway, with possible impacts and opportunities related to land use designation. Consideration shall also be given to local roadway and trail networks associated with alternatives presented.

The Study shall be contracted by MAPO and co-managed by a Project Management Team (PMT) consisting of representation from MAPO, the City of North Mankato, and Nicollet County. These agencies will be consulted throughout the Study as roadway and other infrastructure and systems under these jurisdictions run parallel to and intersect the corridor, forming a comprehensive multimodal transportation system. Land use control through the corridor falls within local jurisdictions and is not comprehensive, although some overarching land use recommendations may be a possible outcome of this effort. The Study will identify and evaluate existing and future needs that will inform decision-making and investments. The contract is partially funded at approximately 80% by the Federal Highway Administration (FHWA).

Scope of Work

The Scope of Work specifies tasks that shall be issued in part or whole to the Consultant. During contract negotiations and throughout the course of the project, additional tasks and work elements may be added or deleted at the discretion of the PMT. The PMT must approve initiation of work tasks, which may be one or more tasks identified in the Scope of Work, in writing before the Consultant may perform. Responders may propose augmented, supplemental, or alternate tasks/activities if they will substantially improve the results of the project, within the stated budget and time parameters listed within this RFP. The following is the minimum work requested under this RFP. Before proceeding with work tasks, the selected consultant will be required to prepare a final work plan for inclusion into a contract agreement.

In keeping with the intent and requirements of the FAST Act (and other applicable transportation legislation), and the requirements stipulated by the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the State of Minnesota Department of Transportation (MnDOT), the Study must be multimodal in nature. Within this RFP, “traffic” is defined as multimodal including how people travel by walking, bicycling, and assistance vehicles for persons with disabilities on both the state and local roadway system. The Study shall include (but not be limited to) consideration of public transportation, pedestrian facilities, bikeways, streets, roads, highways, air and landside airport improvements, transportation system management and operations (TSMO), and freight transportation.

Scope of Work Task I: Project Management

The Consultant shall ensure first-rate management of the entire project including staff, equipment, work products, and all activities related to any subcontracted firms. The Consultant shall assign a single person to serve through the life of the contract as Consultant Project Manager (PM). The PM must be the person identified in the selected firm’s proposal and may not be changed without prior written approval of MAPO. The PM will be responsible for the overall project management necessary to ensure the satisfactory, on-time, and on-budget completion of the Study in accordance with the scope of services. The PM will serve as a single point of contact and will be expected to ensure the consultant team is properly managed, adequate resources are available, submittals are timely and QA/QC reviewed, and disadvantaged business enterprise (DBE) firms, if any, are utilized for maximum benefit and paid in a timely fashion.

The PM shall work closely with MAPO staff and the PMT to ensure strong communication and coordination through the life of the contract. Communication shall include mandatory written monthly progress reports with an updated actual schedule versus planned schedule, task progress, identification of critical path tasks, and actual expenditures versus budget report.

In addition to ad hoc phone and email communication, the PM and MAPO staff will be expected to hold standing progress check-in calls on a biweekly basis to review progress and discuss upcoming tasks.

The PM will submit monthly invoices in a form and with documentation acceptable to MAPO within 30 business days following the end of each month throughout the life of the contract. Invoices must include the monthly progress report, a breakout of activities by task, employee, and employee hours for those tasks, and any supportive documentation for expenses. Invoices shall also include a description of expenses incurred to date. The PM may request approval from MAPO, in writing, to skip a monthly invoice if no activity occurs during the month or for other reasons.

Project Management Team (PMT)

The Consultant shall lead coordination of a PMT comprised of stakeholders including representatives from MAPO, the City of North Mankato, and Nicollet County. The PMT will serve as the project’s primary management entity. The Consultant shall work closely with the PMT throughout the life of the project and lead communication, coordination, and individual follow up as needed. All project work products shall be submitted for review and revision to the PMT.

The Consultant shall organize and host standing **monthly** PMT meetings, including preparation of meeting agendas, and taking and reporting meeting minutes. Attendance to PMT meetings shall consistently include PMT members, however other stakeholders may attend PMT meetings and provide input varying on meeting topics and areas of focus. At project outset the Consultant shall coordinate and lead a project kickoff meeting to establish early guidance on project scope, approach, roles, objectives, PMT meeting schedule, and methodology.

Project Management Plan (PMP)

One of the first work products to be developed by the Consultant will be a detailed PMP to aid in the accurate and timely generation of work products/sections of the final document. The PMP shall be designed to allow adequate time for development of elements and/or sections of the final Study and ultimate delivery on time and within budget.

The PMP will include consideration to the bulleted items below. The below list is not exhaustive and is intended to provide foundational guidance.

- Project schedule, including development, revision, approval, and delivery date/date ranges for all project components and work products.
- Scheduling of internal and external meetings and public engagement events and campaigns. This shall include PMT meetings, one-on-one agency meetings, stakeholder focus groups, and open houses. Schedule shall include strategic social media campaign and traditional media relations and required updates/presentations to the City Council, County Board, MAPO TAC, and MAPO Policy Board over the course of study.
- Identification of current federal and state transportation requirements and guidance for MPOs, including all components required for the Study to be approved by local, state, and federal entities.
- Identification of specific issues to be addressed.
- Refine roles of MAPO and agency staff and partners.
- Establish data collection and analysis needs and methods for obtaining data.
- Establish partner/stakeholder contact list and strategy for use.
- Calculate financial estimates and expense scheduling to ensure all work stays within budget and time parameters.
- Consideration for recovery planning in the event of unforeseen delay.

Scope of Work Task II: Project Components

The Consultant shall lead development of a range of Project Components. All components will be presented first in draft form for PMT review and edits. The Consultant shall determine existing capacities, identify locations with existing or short-term potential for capacity and safety deficiencies, access management and control to adjacent properties, and propose alternatives for correcting these deficiencies, including both the state and local roadway system. Project Components for Consultant completion will include, but not be limited to:

- Review of existing and proposed land use
- Review of past planning documents and studies
- Access management

- Analysis of existing facilities
- Preparation of 25-year traffic projections based on projected land use.
- Provide an array of alternatives for roadway cross sections, including travel lane configurations, parking, and pedestrian and bicycle accommodations.
- Preparation of Intersection Control Evaluations (ICE) at the following intersections:
 - Timm Road/CSAH 6
 - Lee Boulevard (lower)
 - Marie Lane
 - Lee Boulevard (upper)
 - Commerce Drive/Northridge Drive
 - Carlson Drive
- An ICE was previously prepared for the Howard Drive Intersection.
- Evaluation of possible alternative intersection traffic control at the remaining major intersections.
- Traffic Operations Analysis
- Analysis and Compilation of Crash Data
- Environmental and social impacts (screening level only)
- Evaluation of advantages and disadvantages and cost comparisons of the various alternatives
- Investigation of the feasibility of construction of alternatives within existing rights-of-way and right-of-way needs for other contemplated alternatives
- Analysis of resulting capacity and level of service at major intersections
- Analysis of existing functional classification under FHWA guidelines and future functional classification.
- Calculating current and projected transportation demand of persons and goods affecting the corridor.
- Review and reporting of existing and proposed transportation facilities.
- Operational and management strategies to maintain and improve the performance of existing transportation facilities.
- Performance measures and performance targets in accordance with §450.306(d).
- Consideration to congestion management processes.
- Assessment of capital investment and other strategies to preserve existing and projected future metropolitan transportation infrastructure.
- Transportation and transit enhancement activities.
- Consideration to the linkages between land use (housing, employment, commerce) and the effects of those decisions on the transportation system.
- A discussion of types of potential environmental mitigation activities and potential areas to carry out these activities. Discussion shall be developed with input and approval from all applicable federal, state, and tribal land management, wildlife, and regulatory agencies.
- Pedestrian and bicycle transportation facilities in accordance with 23 U.S.C. 217(g).
- Update of traffic forecasting projections. This shall include analysis of forecasts developed and consultation with local, MnDOT and FHWA partners.
- Recommendations
- A recommended implementation plan with planning level cost estimates.
- **Origin-Destination (O-D)** study and analysis which will show how the corridor is

currently being used by cars, trucks, bicyclists and pedestrians on both state and local systems.

Adjacent property owner concerns shall be addressed, including access, pedestrian safety, addition and/or loss of parking, etc. Impacts on parklands, schools, and and/or other particular concerns shall also be addressed.

The Consultant will use traffic analytics software such as StreetLight to analyze existing traffic conditions for Lookout Drive/CSAH 13 and at major intersections and other roadways that may handle appreciable traffic passing through, entering or exiting the corridor, determine existing capacities, identify locations with existing or short term potential for capacity and safety deficiencies, access management and control to adjacent properties, and propose alternatives for correcting these deficiencies.

Purpose and Needs Document

Early in the process the Consultant shall produce a project Purpose and Needs Document. Development of this document shall be a collaborative effort informed by the project's stakeholder engagement components as well as primary and secondary data gathering and analysis. The Purpose and Needs Document will inform identification of opportunities, alternatives, and final recommendations. The document will define the project purpose and transportation issues to be solved and serve as guidance for consideration of alternatives. It will also provide supporting data and describe other issues that need to be resolved as part of a successful solution to identified needs.

The Purpose and Needs Document will clarify the expected Study outcome and will be a fundamental element when developing criteria for selection between alternatives. Conclusions of the Purpose and Needs Document should be factually and numerically based, drawing upon performance measures, latest planning assumptions, crash data, VMT, etc.

Data Acquisition

The Consultant shall identify the information and data needed to accomplish all facets of the project and gather and evaluate resources already available. The Consultant will collect or develop any additional information required to accomplish work tasks. Sources of data used in this effort will be noted within the Study to allow users and reviewers the ability to identify and obtain the referenced data and information. Any new data and information collected or developed by the Consultant will be appended in the Study and will become the property of MAPO.

Existing information, data, and documents known to be available for Consultant review and use include the below bulleted list. The PMT will assist the Consultant in identifying and gathering the documents listed as within ability.

- City of North Mankato's Lookout Drive/CSAH 13 Redevelopment Plan (to be prepared concurrently with Corridor Study)
- Adopted community plans and studies, land use information, zoning studies/plans and regulations

- MAPO's adopted Long Range Transportation Plan, Transportation Improvement Program (TIP), Americans with Disabilities Act (ADA) Transition Plan, and associated data
- Any existing plans previously prepared by the City or North Mankato and/or Nicollet County
- Intersection Control Evaluations
 - Existing traffic counts in previously prepared ICEs will be included in ICE; new traffic counts where none have previously been done would need to be collected by consultant
- Traffic counts (auto, bicyclist, pedestrian, ramp counts) Highway Performance Monitoring System (HPMS) data, signal warrants, aerial photos, major street network classifications, sign inventories, traffic signal data, GIS/CADD property and right-of-way maps, funding data, etc.
- Limited and dated data includes: signalized and unsignalized intersection capacity analyses (LOS), Corridor Level of Travel Time Reliability, travel speeds, turning movements, roadway widths, right-of-way widths, number of lanes, sidewalk inventories, ADA ramp locations, transit ridership, transit maps and route information
- U.S. Bureau of Census data
- City building permits, County permits, utility records, etc.
- Socioeconomic data and projections compiled by MAPO staff and the Minnesota Department of Employment and Economic Development (DEED)
- GIS data/layers, as available from City, County and State

Note the Consultant will be responsible for gathering crash data from MnCMAT2 and other sources.

Throughout the data-gathering process the Consultant may be required to make additional consultations, in the form of letters, emails, telephone conversations, and/or remote virtual meetings with project planners and engineers to obtain information and data. Additional consultations may also be necessary to clarify the technical requirements and objectives of the contract and work tasks. The Consultant shall ascertain the applicability of all information provided, review data for completeness, and notify the project stakeholders of any additional data required. It will be the responsibility of the Consultant to determine the reliability of all information which they choose as reference.

Existing Conditions

The Consultant will obtain from local and state agencies data on roadway and right-of-way widths, public utilities, crash data, traffic control, and traffic volumes. The Consultant will use MnDOT's traffic mapping tool for MnDOT and County-managed roads. Data used in this process will include turning movement counts if available, the most recent aerial photography and contours, GIS database files, and other information where available. Data will be analyzed and the analysis shall be used to inform projections, future conditions, and as a basis for alternatives development.

Future Conditions

The Consultant will work with the PMT to prepare **25-Year Traffic projections** for Lookout Drive/CSAH 13, major intersections and other roadways that could handle impact traffic movements in the corridor. Traffic projections shall be subject to review and concurrence by

City of North Mankato, Nicollet County and MPO staff and shall at a minimum include a traffic analysis with a no-build option and alternative design options for Lookout Drive/CSAH 13 including its major intersections. The Consultant will provide all figures and supporting documentation for traffic projections, Level of Service determinations, accident rates, and safety analyses to the PMT for review and concurrence.

The Consultant will use study data elements to develop:

- a corridor **Access Management Strategy**
- a **Traffic Operations Analysis Document**
- **Traffic Projections** for future land use assumptions based on forecasts and existing plans, including city land use plans

Consultant analysis should determine future volumes, identification of locations with future potential for capacity and safety deficiencies, and address latent demand. This shall include alternatives and costs for correcting these deficiencies as part of the Study's Alternatives and Alternative Analysis elements. Included in the analysis, the Consultant should examine the community impacts resulting from increases in traffic flow.

Intersection Control Evaluations (ICE)

The Consultant shall develop standardized Intersection Control Evaluations (ICEs) of the below intersections:

- Timm Road/CSAH 6
- Lee Boulevard (lower)
- Marie Lane
- Lee Boulevard (upper)
- Commerce Drive/Northridge Drive
- Carlson Drive

The Consultant shall review and summarize existing information, collect data and conduct field work as needed, develop ICE components, and assess the intersection using the Minnesota Department of Transportation (MnDOT) Intersection Control Evaluation (ICE) methodology as linked below:

MnDOT Intersection Control Evaluation Guidelines for Implementation

<http://www.dot.state.mn.us/trafficeng/safety/ice/index.html>

MNDOT ICE Technical Memorandum No. 07-02-T-01

<http://www.dot.state.mn.us/trafficeng/safety/ice/ICE-TechMemo.pdf>

MnDOT Intersection Control Evaluation Manual (2017)

http://www.dot.state.mn.us/trafficeng/safety/ice/2007_ICE_Manual.pdf

All final ICE reports must conform to all guidelines presented in the above linked documents.

Data necessary to support development and measurement of the goals and objectives of the project, as well as required performance measures, will be collected and in some cases created by the Consultant. The Consultant is expected to identify GIS, CAD, aerial, and other mapping data needs early in the project schedule to support analysis and other tasks. MAPO and agency staff will supply requested materials, when feasible, to the Consultant.

Traffic Counts

The Consultant will be responsible for obtaining valid intersection traffic counts, as well as producing valid future volume forecasts. Due to potential short-term reductions in traffic volumes caused by COVID-19, traffic counts may be impossible to obtain via traditional methods. At PMT discretion, the Consultant may be directed to utilize traffic analytics software, such as StreetLight or a similar service, to obtain historical counts and then apply growth factors to obtain usable traffic volume forecasts.

Technical Memoranda

The Consultant shall identify constraints, opportunities and issues in the corridor by analyzing existing multimodal traffic conditions and roadways as sources of traffic entering or exiting the corridor. The Consultant shall synthesize project work elements (data analysis, stakeholder engagement, forecasting, etc.) to develop technical memoranda. Technical memoranda will be developed with input from project partners and revised and approved by the PMT. Individual memoranda will be developed on the subjects of:

- **Existing Conditions**
- **Traffic/Travel Analysis**
- **Evaluation Criteria**
- **Issues Identification**
- **Alternatives Development**
- **Alternatives Evaluation**
- **Recommendations for Implementation**

These memoranda shall be of high professional quality and developed with input and approval of project partners and designed with congruous language, visual elements, and flow, as they shall comprise sections of the final Study.

Alternatives

Based upon analysis of data collected and public engagement results, the Consultant shall develop alternatives that will address the needs and deficiencies for traffic flow of all modes, safety, level of service, land use considerations, pedestrian connectivity, and contextual traffic characteristics for the next 25 years and beyond. Alternatives shall include right-of-way utilization, roadway plans, alternative intersection alignments and traffic control, estimated costs, analysis of the effects and needed improvements, and the adequacy and need of the traffic control on connecting roadways and intersections. The alternatives should provide detail including, but not limited to:

- Number, width of lanes
- Intersection configuration including turn lanes and traffic control, drainage, potential major water and sewer and utility conflicts, bicycle, pedestrian, and transit (if applicable)

facilities etc. Task will only identify possible challenges/opportunities. In depth discussion will not occur.

- Conceptual roadway plans and profiles where appropriate.
- Planning-level alternate intersection alignments and traffic control.
- Estimated costs
- Planning level consideration to adequacy and need of traffic control on connecting roadways and intersections
- Initial and planning-level communications with adjacent property owner concerns related to feedback and input on the study
- Initial and planning-level communication with local businesses, parklands, schools, other pertinent agencies related to feedback and input on the study.
- Review of existing and future land use plans for the Study geography with consideration to how current and future land use/development could affect trip generation. Review will be limited to the context of how land use effects transportation.
- Planning level Highway Safety Manual Prediction of crashes and crash reduction for each alternative

Performance Measures

The Consultant shall lead the development of **Performance Measures and Standards** for evaluating alternatives. These will be used to prioritize strategic improvements in highway infrastructure to respond to unique needs of each transportation mode. If performance can't be quantified, improvement recommendations will be developed to fit with the established corridor vision. It is important the vision considers surrogates for data that can't easily be measured. For example, there may be scenarios of latent demand wherein pedestrian and bicyclist activity are not visible at a given time because safer travel and improvements may be necessary to better support active transportation.

Alternatives Analysis

The Consultant shall prepare for PMT review an **Alternatives Analysis** that shall consider the elements described in this RFP with regard to alternative intersection alignments and configurations, lane adjustments, pedestrian crossings, non-motorized traffic accommodations, intersection control, etc. The analysis of the elements shall include impacts to levels of service for the corridor and intersecting and parallel roadways.

The **Alternatives Analysis** element to measure comparative impacts of various alternatives. This will include consideration to safety, local acceptance, economic activity, and performance resulting from an increase in projected traffic flow and possible opportunities to mitigate or optimize traffic flow in a multimodal transportation system. This element shall include consideration to:

- Prediction of crashes based on alternatives
- Highway Safety Manual (HSM) analysis
- Existing local and state plans, policies, and reports
- A VISSIM analysis will be needed for the entire study corridor from southern terminus to northern terminus.
- Economic impacts, including benefit-cost analyses
- Land use impacts

- Level of Service (LOS) analyses
- Ends in geometric layout – not signed by GDSU
- Cost estimates will be calculated with each alternative (local, state, and federal)
- Accident rates and overall safety
- The Federal Highway Administration (FHWA) will require the same level of analysis for all alternatives

The **Alternatives Analysis** shall include a matrix of impacts including, but not limited to: benefits, cost, environmental impacts, and potential right-of-way needs. Future priority setting and decision making for project investments shall be made in the context of adopted local, regional and statewide plans. The analysis should include a focus on Complete Streets improvements for the corridor length, including possible transit-oriented alternatives. Potential pedestrian at-grade and grade separated crossings should be evaluated.

Recommendations

The recommendations of an array of multimodal alternatives should provide reasonable detail including but not limited to:

- Number and width of lanes
- Horizontal alignments
- Preliminary determination of right-of-way widths and easements
- Intersection configuration including turn lanes and traffic control
- Drainage (at preliminary planning level to support design concept in discussion of current issues and pros/cons of various alternatives).
- Bicycle, pedestrian, and transit (if applicable) facilities etc.

Each alternative should include a matrix of impacts.

Implementation Plan

The Consultant shall develop an **Implementation Plan** with conceptual cost estimates, cost-sharing scenarios, optimal timeframes, and consideration to fiscal constraint.

Deliverables under the Scope of Work task shall include, but not be limited to:

- **Purpose and Needs Document**
- **Performance Measures and Standards**
- **Alternatives**
- **Development of technical memoranda relating to**
 - Existing Conditions,
 - Traffic/Travel Analysis,
 - Evaluation Criteria,
 - Issues Identification,
 - Alternatives Development
 - Alternatives Analysis
 - Recommendations for Implementation
- **Access Management Strategy**
- **25-year traffic scenarios**
- **Traffic Operations Analysis Document**

- **Implementation Plan**

Scope of Work Task III: Public Engagement and Partnerships

This plan development process will entail public involvement that will be consistent with the MAPO's Public Involvement Plan (PIP). The Consultant will include a brief public involvement plan in its response to this RFP. The proposed involvement plan will be reviewed and approved during the negotiation of a final contract.

Consideration to COVID-19

The Consultant and PMT will be expected to be adaptable with consideration to COVID-19. Traditional in-person engagement is preferred regarding all Study public engagement efforts. However, the format of engagement efforts will be dependent on current public health guidance. If, at a given point in the study, in-person engagement is determined to be a potential health hazard, engagement will take place via remote electronic methods. Respondents should provide consideration for both in-person and virtual public engagement. Consultants should illustrate how meaningful public engagement will be achieved in all contingencies.

Responders should include at least the following public engagement elements in proposals:

- Mechanisms for informing and educating the public about the plan development process and any significant issues under consideration.
- Mechanisms for gathering public response to the consultant's recommendations and alternatives. Plans for informing and gathering input from units of local government, including appropriate boards and commissions.
- Mechanisms for presenting proposed actions and alternatives at public meetings/hearings.
- Mechanisms for documenting involvement, as well as analyzing and summarizing responses received during all phases of the plan development process.
- Examples of materials/processes the consultant proposes to use to communicate to and solicit input from the public (media releases, handouts, websites, displays, questionnaires/surveys, graphics, etc.).
- Innovative public involvement techniques and visualizations.

The project Public Involvement Plan (see below) will have a clear identification of methods by which traditionally underserved populations are involved in the Plan development, as well as an analysis of how low income and minority populations are being impacted by proposed projects. The Plan will have a summary of outreach methods, as well as a dispensation of any comments received from such populations.

In addition to independent engagement and advertising measures, the Consultant shall coordinate with the Public Information departments of MAPO municipalities on potential opportunities to utilize public engagement services/mediums/methods implemented by agencies, as well as announcements for public events and engagement efforts.

Public Involvement Plan (PIP)

The Consultant will utilize the MAPO Public Participation Plan and Staff Guide (PPP) to serve as a framework for the development of a **Lookout Drive-CSAH 13 Corridor Study Public Involvement Plan (PIP)**. The PIP shall also describe and define public engagement strategies for the study's development and describe how input shall be obtained and integrated from applicable agencies. At minimum the project PIP should include consideration to the below items:

- Effective and meaningful outreach while conforming to public health guidance regarding COVID-19. This shall include electronic advertising via internet, U.S. mail, and social networks, as well as virtual/remote outreach efforts with consideration to equity for stakeholders without internet or telephone access.
- A list of potential stakeholders including representation from the local business, pedestrian/bicyclist, residential, landowner, municipal, and economic development communities.
- Strategies and tactics for informing, educating and involving identified stakeholders and the public about Study development process and significant issues under consideration.
- Alternatives for gathering responses to draft work products.
- A plan for presenting proposed actions and alternatives at public meetings/hearings.
- Mechanisms for documenting involvement, as well as analyzing and summarizing responses received during all phases of the Study.
- Clear identification of methods by which traditionally underserved populations shall be engaged in Study development.

Advertising & Social Media

A thorough and effective advertising component must be threaded throughout the project's public engagement process. This must include, at minimum, advertising through traditional methods including print and email, as well as a coordinated social media campaign. Throughout the life of the project, the Consultant shall develop and maintain a **stakeholder email list** to be used as a component of project public engagement. The stakeholder email list will be delivered to MAPO at project completion.

Public Comment Log

Over the course of the Study the Consultant shall maintain and deliver a comprehensive **Public Comment Log** which identifies public input received and any resulting actions. Log must be grouped by common theme and include the date received and a section on how/why the Study was/was not updated to reflect the comment.

At significant and agreed-upon points, the Consultant shall plan and conduct a variety of public input activities with a range of stakeholders. The Consultant shall generate presentation materials for all events, including any slides, handouts, display boards, survey materials, etc. All public engagement materials must be approved by the PMT before release.

Public Engagement Events

May be in-person and/or virtual, depending on current public health guidance and PMT preference. The Consultant shall coordinate and host at least **three (3) Open Houses**. Each Open House will include emphasis on reaching consensus among attendees on needed corridor improvements.

- The **first Open House** meeting will be held early in the planning process, but after the initial data gathering, with the purpose of introducing the Study, educating the public on initial data gathering results, listening to the public, and providing opportunity for the public to identify transportation issues.
- The **second Open House** meeting shall be conducted at the approximate halfway point through the process to share proposed goals and objectives and a preliminary listing of the potential range of alternatives based on future system forecasts and input received during the first half of the project.
- The **third and final Open House** shall be held near the end of the planning process to present a Corridor Study to the community and seek feedback and consensus. Feedback from each **Open House** will be analyzed by the Consultant and the PMT and integrated into the Study as directed by the PMT.

To aid in proposal budgeting, respondents are asked to account for up to **two (2) independent location-based engagement efforts** in addition to other Study engagement touch points, such as pop-up events. These events will be scheduled by the PMT as opportunities arise throughout the course of Study.

Stakeholder Focus Groups

With direction from the PMT, the Consultant shall coordinate, market, and lead a series of **Stakeholder Focus Group** meetings. These meetings will be selectively targeted toward obtaining input from specific stakeholder populations of

- 1) Business Owners
- 2) Homeowners, and
- 3) Pedestrians/Bicyclists.

The Consultant will seek input from the PMT regarding the design/format of the focus group meetings and collect/analyze/report input obtained from each group. For budgeting purposes, respondents are asked to account for two (2) meetings with combined representation from each identified stakeholder group (Business Owners, Homeowners, and Pedestrians/Bicyclists) for a total of **two (2)** focus group meetings.

Partner & Jurisdictional Input

Over the course of the project the Consultant shall maintain continued communication with MAPO member municipalities and obtain input to ensure the Study is developed in a manner which is context-sensitive and has local support. The amount and nature of these communications may differ depending on the specific stage or aspect of the Study in question. Over the course of the project the Consultant will attend and deliver **two (2)** presentations to the North Mankato City Council and **two (2)** presentations to the Nicollet County Board.

MAPO TAC meetings

Over the course of the project and without Consultant staff present, the PMT shall deliver project updates to the MAPO Technical Advisory Committee (TAC) at their regularly-scheduled meetings to solicit feedback and guidance on findings, proposed priorities, and draft recommendations. At the PMT's request, the Consultant will provide presentation materials for these updates. At relevant and requested times during the course of the project, the Consultant will attend and deliver presentations at **two (2) meetings with the MAPO TAC**. During these meetings, the Consultant will present draft sections for review, evaluation, comment, and recommendation.

MAPO Policy Board meetings

At relevant and requested times during the course of the project, the Consultant will attend and deliver presentations at **two (2) meetings with the MAPO Policy Board**. Policy Board meetings are typically held the first Thursday of each month or on an as-needed basis. During these meetings, the Consultant will present draft sections for review, evaluation, comment, and recommendation.

Summary: Partner and Jurisdictional Input efforts (those requiring Consultant presence and participation) shall include, at times judged acceptable by the PMT:

- Three (3) Open Houses
- Two (2) location-based ancillary presentations/pop up events
- Two (2) stakeholder focus group meetings
- Two (2) presentations to the North Mankato City Council
- Two (2) presentations to the Nicollet County Board
- Two (2) MAPO TAC meetings
- Two (2) MAPO Policy Board meetings

Provision of Materials

At points throughout the study, MAPO staff may deliver informational presentations and conduct outreach to stakeholders. At the PMT's discretion, agency staff may conduct these efforts without Consultant staff present. During these occasions and at the PMT's request, the Consultant shall supply agency staff with presentation and outreach materials.

Deliverables under this task shall include, but not be limited to:

- Public Involvement Plan (PIP)
- Stakeholder Email List
- Presentation materials
- Public Comment Log

Scope of Work Task IV: Environmental Justice, Title IV, and Environmental Impact

Environmental Justice

The requirements of Environmental Justice (EJ), as outlined by FHWA, are intended to ensure that the process of transportation planning is consistent with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin. The Consultant will ensure these provisions are incorporated into all aspects of the project, as well as conformance with all federal, state, and local EJ requirements.

The Consultant will coordinate with project agencies to obtain demographic information from sources including the U.S. Census and develop GIS visualization and analysis to identify any areas containing populations traditionally underrepresented in the transportation planning process. Depending on results of analysis, public engagement efforts may be adjusted to better engage affected populations. For example, if analysis indicates a high population within the Study area speaking a language other than English, public engagement materials will be translated and disbursed accordingly.

Environmental Justice (EJ) Report

The Consultant will consider the comparative impacts of proposed transportation projects on identified populations. This will include development of an **Environmental Justice Report** which describes the proactive measures taken to engage those communities typically under-represented in the transportation planning process, and demonstrates through EJ analysis that alternatives and recommendations will not have a disproportionate adverse impact on low-income and minority populations.

Deliverables under Scope of Work Task V shall include, but not be limited to;

- **Environmental Justice Report**

Scope of Work Task V: Project Completion / Plan Delivery

The Consultant shall perform work necessary to ensure final delivery of the Study to the MAPO Policy Board no later than **December, 2022**. To achieve this goal, the MAPO Technical Advisory Committee (TAC) must approve and recommend acceptance of the Study at or before their **November, 2022** meeting. The final delivery schedule is illustrated below:

Date	Action
<u>September, 2022</u>	Consultant delivers draft plan to partner jurisdictions and MAPO TAC for review and comment.
<u>September, 2022</u>	Consultant delivers presentation on draft plan to MAPO TAC at their regular meeting and solicits comments.
<u>September, 2022</u>	Consultant incorporates comments.
<u>October, 2022</u>	Consultant delivers finalized draft to MAPO.
<u>October, 2022</u>	MAPO TAC motions to recommend acceptance of Study.
<u>November, 2022</u>	Consultant delivers final presentation to MAPO Policy Board, Policy Board accepts Study.

Completion of this task shall involve:

- Consideration to the public review processes required for delivery. This will entail forethought and planning regarding the advance scheduling needs of public comment period(s), Open Houses, one-on-one agency meetings, and work product deadlines.
- Development and achievement of specific objectives for each of the overall goals for the Study.
- Preparation of the final document, including all charts, figures, diagrams, and maps, work products, deliverables, and final documents.
- Ensuring the final document is reviewed and/or approved by all appropriate entities (local, regional, State, and Federal) with adequate time.

Project Deliverables

Deliverables and work components of the Study shall include, but not be limited to:

- **Project Management Plan**
- **Purpose and Needs Document**

- **Performance Measures and Standards**
- **Access Management Strategy**
- **20-Year Traffic Scenarios**
- **Traffic Operations Analysis Document**
- Technical memoranda regarding:
 - **Existing Conditions**
 - **Traffic/Travel Analysis**
 - **Evaluation Criteria**
 - **Issues**
 - **Alternatives Development**
 - **Alternatives Evaluation**
 - **Recommendations for Implementation**
- **Alternatives**
- **Alternatives Analysis** including;
 - a Highway Safety Manual Prediction of crashes and crash reduction for each alternative
 - Impacts of the alternatives on regional and county roadway systems that connect to the corridor and impacts to and opportunities and recommendations for connecting and relieving traffic via local roadways.
 - Investigation of the feasibility of construction of alternatives within existing rights-of-way and conceptual right-of-way needs for contemplated alternatives. Conceptual roadway plans and profiles where appropriate, including selected preliminary design expecting some alignments and cross sections where right-of-way is likely to be impacted.
- **Traffic Projections**
- Examining impacts and opportunities to transit movements (local and regional)
 - Evaluation of possible alternative intersection alignments and traffic control at existing signalized and other intersections as determined during the study.
 - Evaluation of enhanced pedestrian crossing options along the corridor
- **Traffic Operations Analysis Document**
- Analysis and Compilation of crash data, including prediction of future crash rates for no-build and possible alternatives and assessment of high risk locations
- Examining impacts to freight movements (truck and rail) along and through the corridor, including investigation to (and development of measures for) intensity of freight-specific peaks.
- Analysis of resulting capacity, local context, and level of service at major intersections (Note: *in terms of setting priorities, safety is higher than capacity*)
- **Environmental Justice Report**
- **Environmental Impact Summary Document**
- An **Implementation Plan** with conceptual cost estimates, cost sharing scenarios, optimal timeframes, and consideration to Fiscal Constraint.

Data Rights and Use

MAPO will retain use rights and ownership of all materials generated, including (but not limited to) data, reports, presentations, maps, graphics, photos, figures, GIS databases, and social media elements. All reports shall be of high quality and reproducible. All text-and graphic-based deliverables shall be provided in both PDF and Word format and converted to the highest level

of ADA compliance for website and email distribution. All GIS-related data including geodatabases and shapefiles shall be provided in a format compatible with MAPO's computer software and hardware (ESRI ArcMAP, projected to NAD 1983 HARN Adj MN Blue Earth). MAPO shall be granted the right to use any and all materials for future planning, programming, education, or communication uses.

Delivery

After acceptance of the Study by the MAPO Policy Board, the Consultant will prepare and present a complete and approved Lookout Drive-CSAH 13 Corridor Study to the MAPO and the MAPO's member jurisdictions. This shall include:

- A comprehensive record of steps performed, data collected, and analysis conducted.
- Study Executive Summary (PDF and print versions)
- Final Corridor Study (PDF and print versions)
- Deliverables shall include at minimum six (6) printed copies of the Study as well as an electronic copy of each document in both Microsoft Word and PDF format.
- All data, reports, materials, work products, and analyses compiled and developed over the course of the study including presentations, stakeholder contact information, maps, logos, photos, website analytics, and graphical elements. Consultant shall provide documentation of MAPO ownership of all such elements.
- All documents/deliverables must be converted to the highest level of accessibility. This includes readability of PDF documents by Adobe Reader's and Adobe Acrobat's "Read Aloud" feature. Documents will be made available in alternative formats for persons with disabilities or for persons who are hearing or speech impaired.
- In the eventuality that a member of the public requests a translated document in a different language, the Consultant will supply an electronic copy of such document in the language(s) requested in PDF format.
- Consultant will deliver digital and physical copies of final plans to MAPO member jurisdictions.

Additional Requirements & Contract Schedule/Duration

In addition to addressing the above services for the project, the Consultant is also expected to:

- Clearly communicate in a responsive manner and coordinate with MAPO staff and local partners on all matters throughout life of project.
- Provide regular project updates via attendance to meetings as needed and/or electronic submission of progress reports as directed.
- Promptly deliver all draft work products, deliverables, draft plan sections, finalized plan materials, and presentations by agreed upon deadlines.
- Contract work is anticipated to start by **May 2021.**
- Study should be delivered by **September 2022.**
- Contract will be effective until **+ 3 months after deliver date.**

Proposal Content

Responders are asked to report how they will address each task, detail staff and firm qualifications related to each task, and describe task deliverables.

The following will be considered minimum contents of the proposal and must be submitted in the order listed:

1. Cover Letter

Please include the following in your two-page maximum cover letter:

- Identify team members (partners(s) and subconsultants) and include the title and signature of the primary firm's principal in charge of the project. The signatory shall be a person with official authority to bind the company.
- Describe why your team is the best qualified to perform this comprehensive planning study.
- Identify the location and address of your office location(s) (firms or teams with multiple office locations must indicate the office that will be responsible for completing the Scope of Work).
- Describe those conditions, constraints or problems that are unique to the Scope of Work that may adversely affect either the cost or work progress of the Plan.

2. Team Qualifications (Statement of Qualifications):

Provide qualifications, capacity and availability of the project team and technical personnel of the team to complete the Scope of Work, including;

- Identify all personnel contributing to the project, including the name and position of the PM, staff area of expertise, registration, special training and office location. Identify how much of each person's time will be spent on the project. An experienced geometric designer will be a notable boost for a team.
- Provide resumes of above personnel, including specific related project experience; identify when applicable project experience for each person was obtained (can be put in Appendix).
- Provide a specific outline and description of the support services proposed to complete the entire project from start to finish, including subcontractors, labs, etc.

3. Budget

A detailed funding breakdown describing how the project budget will be spent. The budget shall be divided by work task with clear descriptions of how dollars will be allocated within each work task. High-ranking proposals will clearly illustrate cost allocations between Consultant staffing/project management/administrative costs and those costs related directly to production of deliverables. Include the hourly rates and fringe rates for all key personnel who will perform the tasks outlined above, as well as the agency's indirect rate.

4. Work Plan

An illustrative **Work Plan** identifying the major tasks to be accomplished. The Work Plan must present the Responder's approach, task breakdown, and deliverable due dates. Included within the Work Plan, consultants are encouraged to submit a tentative draft project timeline detailing a schedule of project activities including work periods per

topic/section with deadlines, kickoff meeting, PMT meetings, Open Houses, one-on-one agency meetings, timed social media efforts, presentations to various bodies, and consideration to scheduling for up to two (2) ancillary pop-up meetings/focus groups, as Provide an outline of anticipated schedule for completing the Scope of Work beginning with issuance of a notice to proceed to submitting the final work product. The schedule must show how final product will be completed and considered for acceptance.

5. Previous Projects:

Provide relevant information regarding at least three similar projects completed in the previous ten years. Please include the following:

- Name and location of projects.
- Names of proposed team members who worked on sample projects.
- Sample content, layout, graphics and renderings.
- Client name, contact person and phone number.
- Range of contract value.

Completed forms, certifications, affidavits, disclosures, and documents required under any other section of this RFP.

Consultant Selection

A Consultant Selection Committee will be convened to evaluate and rank the consultants that respond to this RFP. This evaluation will be based on the submitted proposals and (at the discretion of the Committee) on interviews with high-ranking consultants, as determined from their written proposals.

Subcontracts

The primary Consultant is expected to perform either the entirety or the majority of all aspects of the Study. However, at points agreed upon and authorized beforehand by the MAPO, certain technical aspects may be found to be more efficiently performed by other specialized firms, typically referred to as “subcontracted” consultants. For the purposes of this RFP, the term “Consultant” shall apply to both the primary and all subcontracted consultants. All guidance, requirements, and performance standards provided shall apply to the primary Consultant and to any subcontracted consultants, in the event the MAPO authorizes this practice. The primary consultant shall be held responsible for any/all practices and work products undertaken by any/all subcontracted firms.

Proposal Submission

To accommodate public health concerns, proposals shall be accepted digitally. Digital copies of proposals may be provided in either 1) PDF format or 2) through a file-sharing link such as SharePoint or similar service. Proposals must be sent to MAPO via the below email:

Charles Androsky
Transportation Planner
Mankato/North Mankato Area Planning Organization
candrosky@mankatomn.gov

All responses must be received no later than 4:30 p.m. Central time on March 3, 2021.

MAPO reserves the right to distribute all proposal materials within its advisory and governing bodies, as well as make all materials public unless expressly and clearly marked as private (see Disposition of Resources section of this RFP).

Proposal Evaluation

A “Best Value Selection” method will be used to review proposals submitted in response to this RFP. Representatives of MAPO and selected TAC members will evaluate all proposals received by the deadline. A 100-point scale will be used to create the final evaluation and selection. The factors and weighting on which proposals will be judged are:

Technical Approach (25 points)

1. Specialized expertise, capabilities and technical competence, as demonstrated by the Responder’s expressed project understanding, proposed project approach and methodology, project work plan, and project management techniques. (5)
2. Project background and experience, as demonstrated by the Responder’s ability, familiarity and experience with handling similar projects, and the qualifications and related experience of key staff members. (10)
3. The Responder’s record of past performance, including quality of work (10)

Work Plan (35 points)

1. Quality of proposal Work Plan including goals, scheduling, expressed project understanding, proposed project approach and methodology, and project management techniques (35).

Cost (15 points)

1. Overall cost to complete the project (15)

Organization, personnel and expertise (15 points)

1. Qualifications of personnel assigned to project (7.5)
2. Experience of personnel assigned to project (7.5)

General quality of response and responsiveness to terms and conditions (10 points)

Selection Timeline

It is anticipated that evaluation, selection, contract negotiation, and project start will be completed according to the below schedule. Note the dates are advisory and may be adjusted.

<u>February 2, 2021</u>	First day of RFP posting
<u>February 23, 2021</u>	Last date MAPO staff will answer RFP questions
<u>March 3, 2021</u>	Deadline for RFP responses
<u>March/April 2021</u>	Evaluation and scoring of RFP responses
<u>April 2021</u>	Successful bidder notified
<u>April/May 2021</u>	MAPO Policy Board, MnDOT, FHWA approvals

April/May 2021	Contract negotiations finalized
May/June 2021	Alternate Policy Board, MnDOT, FHWA approval date
June 2021	Project initiated

After evaluation the MAPO and the successful Responder will then meet to negotiate the final deliverable and contract. If MAPO and the successful Responder are unable to agree upon a scope of services and compensation within a reasonable time (as determined by MAPO at its sole discretion), then MAPO may declare negotiations to be at an impasse, and may commence negotiations with the next highest-ranked Responder.

Request for Clarification

In the event MAPO believes that additional clarification of a proposal is needed in order to make a determination regarding the proposal, the MAPO shall submit a request for clarification by email to the Responder. The Responder will have two working days to respond via email to provide the additional requested information. Responses will also be posted on the MAPO website, see Proposal Questions section for additional information and process.

Proposal Questions/Clarifications

No interpretation of the meaning of the RFP will be made to any Responder verbally. Responders are encouraged to promptly notify MAPO of any apparent major inconsistencies, problems or ambiguities in this RFP. If inconsistencies or errors are found, corrections will be posted on the MAPO website at www.mnmapo.org. Any questions regarding this RFP must be submitted by email only to:

Charles Androsky, Transportation Planner
candrosky@mankatomn.gov

No other project personnel are allowed to discuss the RFP before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

Questions and responses will be accepted up to one week prior to the RFP close date. All questions and answers will be posted on the MAPO's web page: www.mnmapo.org. Questions will be posted verbatim as submitted, without reference to the person or firm that submitted it. All prospective Responders will be responsible for checking the MAPO's web page for any addendums to this RFP and any questions that have been answered.

Failure of any Responder to review any such addendum or interpretation shall not relieve such Responder from any obligation under their proposal as submitted. All addenda so issued will become part of the agreement documents.

General Information

Responders must adhere to all terms of this RFP. Late proposals will not be considered. All costs incurred in responding to this RFP will be borne by the Responder. Fax and e-mail proposals will not be considered.

MAPO Not Obligated To Complete Project

This RFP does not obligate the MAPO to award a Contract or complete the project, and the MAPO reserves the right to cancel the solicitation if it is considered to be in its best interest.

Disposition of Responses

All materials submitted in response to this RFP will become property of the MAPO and will become public record. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- Clearly mark all trade secret materials in its response at the time the response is submitted,
- Include a statement with its response justifying the trade secret designation for each item, and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the MAPO, its agents and employees, from any judgments or damages awarded against the MAPO in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the MAPO's award of a Contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the MAPO. The MAPO is required to keep all the basic documents related to its Contracts, including responses to RFPs for a minimum of seven years.

The MAPO will not consider the prices submitted by the responder to be proprietary or trade secret materials.

Federal Requirements

Any contract entered into between MAPO and the contractor shall be subject to the Required Federal Clauses, the Disadvantaged Business Enterprise Special Provisions, and Required Affidavits and Certifications attached to this request for proposals.

Proposal Protest Procedure

1. A formal letter of protest must be received at the 10 Civic Center Plaza Mankato, MN 56001 to the attention of the Paul Vogel, Executive Director, within ten (10) business days of the date of the award notification letter. The letter must state specifically the reason for the protest and include any documentation needed to substantiate the claim(s).
2. The MAPO will have ten (10) business days from the date of receipt of the protest letter in which to make a written response. The MAPO may extend the period for purposes of investigating the protest, if it is warranted, by notifying the complainant in writing of their intentions within the above mentioned response time.

3. If the complainant, after receiving the final written response from the MAPO, is not satisfied that the reason for protest has been sufficiently resolved, he/she may file a request for an appeal to be heard by the MAPO Policy Board. Such request must be written and received within the (10) business days from the date of the MAPO's response letter. The letter shall be made to the attention of the Executive Director, who will schedule the hearing for the next available MAPO Policy Board meeting, and inform the complainant in writing of said date and time.
4. The MAPO will not receive any service or product described in the PROPOSAL document from the successful Proposal until the protest has been resolved. A formal letter of protest must be received at the 10 Civic Center Plaza Mankato, MN 56001 to the attention of the Paul Vogel, Executive Director], within ten (10) business days of the date of the award notification letter. The letter must state specifically the reason for the protest and include any documentation needed to substantiate the claim(s).
5. The MAPO will have ten (10) business days from the date of receipt of the protest letter in which to make a written response. The MAPO may extend the period for purposes of investigating the protest, if it is warranted, by notifying the complainant in writing of their intentions within the above mentioned response time.
6. If the complainant, after receiving the final written response from the MAPO, is not satisfied that the reason for protest has been sufficiently resolved, he/she may file a request for an appeal to be heard by the MAPO Policy Board. Such request must be written and received within the (10) business days from the date of the MAPO's response letter. The letter shall be made to the attention of the Executive Director, who will schedule the hearing for the next available MAPO Policy Board meeting, and inform the complainant in writing of said date and time.
7. The MAPO will not receive any service or product described in the PROPOSAL document from the successful Proposal until the protest has been resolved

Termination

If the Contractor is (1) adjudged to be bankrupt; (2) makes a general assignment for the benefit of creditors; (3) has a receiver on account of insolvency; (4) is guilty of substantial violation of any provision of the Contract; (5) fails to promptly pay employees or obligations incidental to proper performance of the Contract; or (6) persistently disregards or permits disregard by employees of laws, ordinances or instructions of the MAPO Policy Board or its designated representative, then the MAPO Policy Board may, at its opinion, terminate the Contract without further obligation on the part of the MAPO Policy Board to the Contractor except for the expenses incurred prior to the termination. If the MAPO Policy Board or its designated representative believes any action or non-action of the Contractor represents an immediate threat to public safety, the MAPO Policy Board may suspend service for so long a period as they deem necessary.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL.

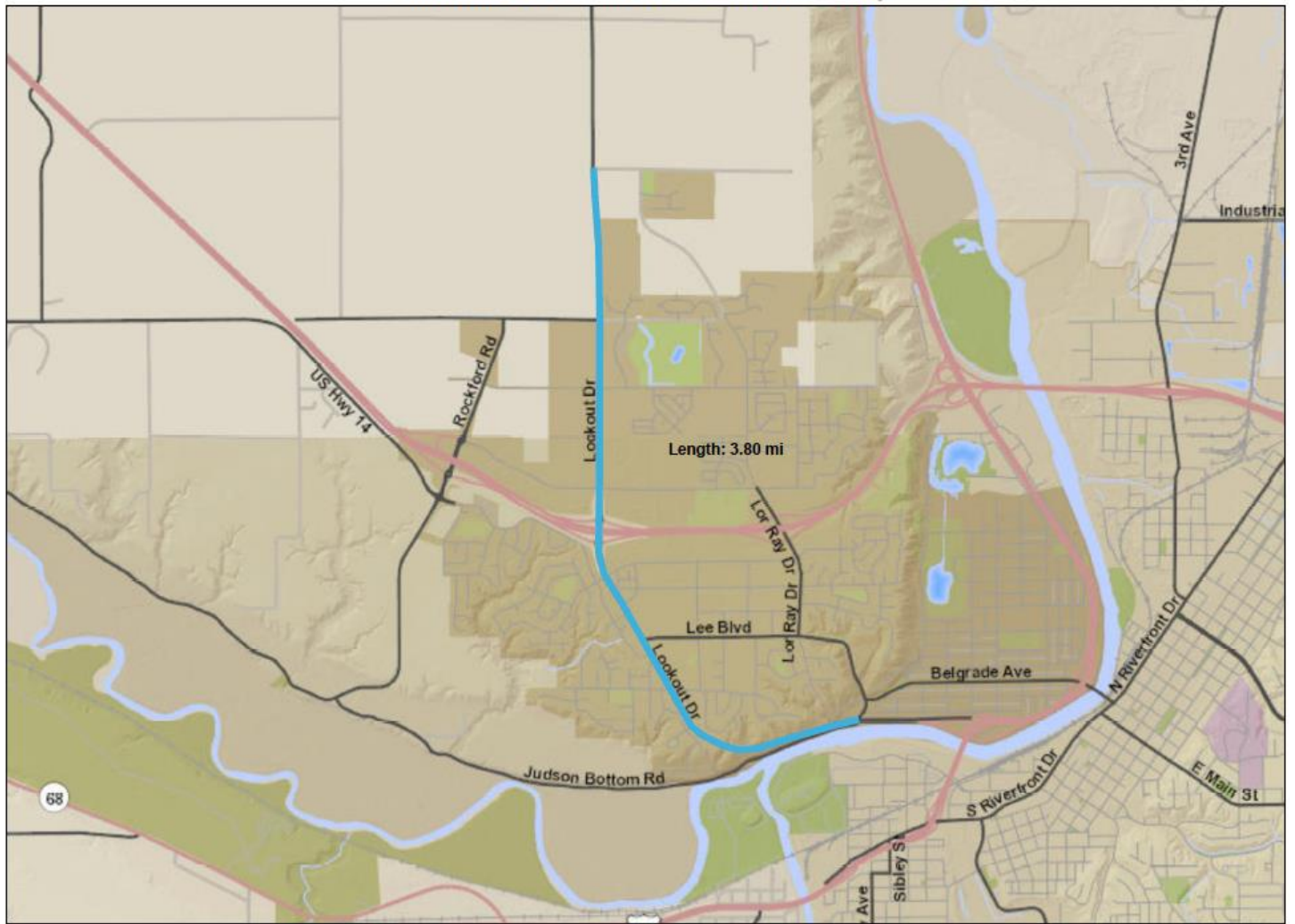
The MnDOT Office of EEO/Contract Management has assigned a DBE Goal of [REDACTED] to this project. Bidders are directed to read the *Disadvantaged Business Enterprise (DBE) Special Provisions Race/Gender Neutral Goal* in **Appendix B**.

The *DBE Special Provisions* explain how to comply with the DBE requirements. In particular, see pages 1 and 2 regarding documents that a bidder must submit with its bid proposal. The form required in the bid can be found on page 3 of the *Special Provisions*.

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Appendix A: Map of Study Area

Lookout Drive-CSAH 13 Corridor Study



Appendix B: Required Contract Clauses

CONTRACT IS PARTIALLY FUNDED BY THE FEDERAL HIGHWAY ADMINISTRATION (FHWA).

CFDA # 20.205

FEDERAL CONTRACT CLAUSES

The Contractor agrees to comply with the following federal requirements, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable.

A. ACCESS TO RECORDS AND REPORTS

2 CFR §200.336

Access to Records - The following access to records requirements apply to this Contract:

The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred in connection with work and services performed under this contract. The Contractor must make such materials available at its office at all reasonable times during the term of this contract, and for six years from the date of final payment under this contract, for inspection by the MAPO. Copies of such materials will be furnished to the MAPO upon one week notice during the term of this contract and for six years from the date of final payment under this contract.

B. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government - (1) The MAPO and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the MAPO, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Program Fraud and False or Fraudulent Statements or Related Acts - (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

All invoices submitted to the MAPO for payment shall include the following certification signed by the Contractor's Project Manager:

"I certify to the best of my knowledge the belief that this request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the project contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me and my employer to criminal or civil penalties for fraud, false statements, false claims, or otherwise."

D. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. §623, 42 U.S.C. §2000; 42 U.S.C. §6102, 42 U.S.C. §12112; 42 U.S.C. §12132, 49 U.S.C. §5332;

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to

comply with applicable Federal implementing regulations and other implementing requirements FHWA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA, modified only if necessary to identify the affected parties.

E. BREACHES AND DISPUTE RESOLUTION

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

Performance During Dispute - Unless otherwise directed by the MAPO, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the MAPO and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Minnesota.

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

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 11.7%. A separate contract goal of **Race/Gender Neutral** been established for this procurement.

- Responders are directed to read the DBE Special Provisions, as posted at <http://www.dot.state.mn.us/consult/index.html>

under the Prof/Tech Notices section and attached as Appendix B. The DBE Special Provisions explains how to comply with the DBE requirements. In particular, see language regarding document(s) that a responder must submit with its proposal. The form required in the proposal can be found on page 12 of this document. To view a listing of certified DBE's, please contact the Mn/DOT Office of Civil Rights at 651-366-3073, TTY 651-282-5799, or visit their website at <http://www.dot.state.mn.us/civilrights>.

- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MAPO deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the MAPO. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the MAPO and contractor's receipt of the partial retainage payment related to the subcontractor's work.]
- e. The Contractor must promptly notify MAPO whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MAPO.

G. PROCUREMENT OF RECOVERED MATERIALS

2 CFR §200.322

Procurement of Recovered Materials - The following requirements apply to the underlying contract:

The MAPO and the Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only item designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

H. DISCLAIMER

Disclaimer – All final documents resulting produced under this contract shall include the following statement on the title page:

"The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation."

I. TERMINATION FOR CAUSE AND FOR CONVENIENCE

2 CFR Part 200, Appendix II(B)

Termination of Agreement - Either the Contractor or MAPO may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this Agreement in whole or in part. In the event of termination, all property and finished or unfinished documents and other writing prepared by the Contractor under this Agreement shall be delivered to MAPO and Contractor shall be entitled to compensation for time expended and expenses incurred to the date of termination.

J. FEDERAL CHANGES

Federal Changes – Contractor shall at all times comply with all applicable State and Federal regulations, policies, procedures and directives. Contractor's failure to so comply shall constitute a material breach of this contract.

K. REMEDIES

2 CFR Part 200, Appendix II(A)

Remedies - Contracts for more than \$150,000 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.

L. CLEAN AIR AND CLEAN WATER
42 U.S.C. 7401 – 7671q.; 33 U.S.C. 1251-1387

Clean Air Act and Federal Water Pollution Control Act - Contracts for more than \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the FHWA and the Regional Office of the Environmental Protection Agency (EPA).

OTHER REQUIRED CONTRACT CLAUSES

The Contractor agrees to comply with the following additional requirements.

M. CONDITIONS OF PAYMENT

All services provided by the Contractor under this contract must be performed to the satisfaction of the MAPO and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Consultant will not receive payment for work found by the MAPO to be unsatisfactory or performed in violation of federal, state, or local law.

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Appendix C: Required Affidavits and Certifications

Affidavit of Noncollusion

Conflict of Interest Checklist and Disclosure Form

Affirmative Action Certification

Immigration Status Certification

Certification of Restriction on Lobbying

Certificate of Liability Insurance

DESCRIPTION OF REQUIRED FORMS

Affidavit of Noncollusion

Responders must complete the “Affidavit of Noncollusion” found in this Appendix and include it with the response. The successful responder will be required to submit acceptable evidence of compliance with workers' compensation insurance coverage requirements prior to execution of the Contract. The successful responder will be required to submit pre-award audit information and comply with audit standards.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to MAPO, or the successful responder's objectivity in performing the Contract work is or might be otherwise impaired, or the successful responder has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to MAPO, which must include a description of the action, which the successful responder has taken or proposes to take to avoid or mitigate such conflicts.

If an organization conflict of interest is determined to exist, MAPO may, at their discretion, cancel the Contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the contracting officer, MAPO may terminate the Contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve MAPO's rights. Responders must complete the “Conflict of Interest Checklist and Disclosure Form” and submit it along with the response, but not as a part of the response.

Affirmative Action Data

For all Contracts estimated to be in excess of \$100,000, responders are required to complete the “Affirmative Action Certification” page and include it with the response.

Immigration Status Certification

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security. *E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 of the Immigration Status Certification by completing the required form and submitting it with their proposal.

In addition, prior to the delivery of the product or initiation of services, vendors must obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

Restrictions on Lobbying

Contractors that apply or bid for an award of \$100,000 or more must completed the required certification that is will not and has not used Federally appropriated funds to pay any person or organization for influencing 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. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The offeror must submit the required form with their proposal.

Pursuant to Minnesota Statutes §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Standard of Performance, Insurance and Indemnity

All services to be performed by Contractor hereunder shall be performed in a skilled, professional and non-negligent manner.

Contractor shall obtain and maintain at his/her/its cost and expense:

- a. **Comprehensive general liability insurance** that covers the consultant services performed by Contractor for MAPO with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).
- b. **Errors and omissions or equivalent insurance** that covers the contractor services performed by Contractor for MAPO with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).
- c. **Worker's compensation insurance** covering Contractor (if an individual) and all of Contractor's employees with coverages and limits of coverage required by law.

Contractor shall indemnify and hold harmless MAPO from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities and damages arising out of the performance of his/her/its services hereunder.

Contractor certifies that Contractor is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Contractor (if an individual) nor Contractor's employees and agents will be considered MAPO employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Contractor and any claims made by any third party as a consequence of any act or omission on the part of Contractor or any employee of Contractor are in no way MAPO's obligation or responsibility. By signing this Agreement, Contractor certifies that Contractor is in compliance with these laws and regulations.

Contractor shall deliver to MAPO, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. MAPO shall be named as additional insureds under such policy(ies). The insurer will provide at least thirty (30) days prior written notice to MAPO, without fail, of any cancellation, non-renewal, or modification of any the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to MAPO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Contractor shall provide MAPO with appropriate endorsements to its policy(ies) reflecting the status of MAPO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided MAPO by the insurance company providing such insurance policy to Contractor.

The Contractor shall require any subcontractor permitted by MAPO under Section 3 hereof to perform work for Contractor on the Project to have in full force and effect the insurance coverage required of the Contractor under this Agreement before any subcontractor(s) begin(s) work on the Project. Contractor shall require any such subcontractor to provide to Contractor a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Contractor and MAPO shall be named as additional insureds under such policies. The insurer will provide 30 day written notice to MAPO and Contractor, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to MAPO without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. MAPO shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of MAPO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided MAPO by the insurance company providing such insurance policy(ies).

Affidavit of Noncollusion

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this: _____ day of _____

Notary Public: _____

My commission expires: _____

Conflict of Interest Checklist and Disclosure Form

Purpose of this Checklist. This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted, however, the Disclosure of Potential Conflict of Interest form should be submitted in a separate envelope along with your proposal.

Definition of “Proposer”. As used herein, the word “Proposer” includes both the prime contractor and all proposed subcontractors.

Checklist is Not Exclusive. Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form. A proposer must complete the attached disclosure form and submit it with their Proposal. If a proposer determines a potential conflict of interest exists, it must disclose the potential conflict to MAPO; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. MAPO personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of MAPO.

Material Representation. The proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this Contract. MAPO reserve the right to cancel or amend the resulting contract if the successful proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts. MAPO recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. MAPO will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MAPO’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to MAPO. MAPO would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MAPO must follow statutory guidance on Organizational Conflicts of Interest.

Statutory Guidance. Minnesota Statutes §16C.02, subd. 10 (a) places limits on state agencies ability to contract with entities having an “Organizational Conflict of Interest”. For purposes of this checklist and disclosure requirement, the term “Vendor” includes “Proposer” as defined above. Pursuant to such statute, “Organizational Conflict of Interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering. The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules part 1805.0300) Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

An organizational conflict of interest may exist in any of the following cases:

- ☐ The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.
- ☐ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity’s interests are, or may be, adverse to the state’s interests with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be

appropriate to propose on an MAPO project if a local government has also retained the proposer for the purpose of persuading MAPO to stop or alter the project plans.

- ❑ The Contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the Contract.
- ❑ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this Contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this Contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the Contract when such work involves providing recommendations for right-of-way acquisition, access control, and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know or have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current MAPO employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former MAPO employees, or their immediate family members. **Comment:** this provision is not intended to supersede any MAPO policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- ❑ The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
- ❑ The proposer has, in previous work for the state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ❑ The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

Disclosure of Potential Conflict of Interest

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

_____ Determined that no potential organizational conflict of interest exists.

_____ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MAPO personnel.

Name

Phone

Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000.00, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR) -or- Has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due. Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to Box C. Include a copy of you Certification with your response**
- ☐ We do not have a current Certificate of Compliance; However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to Box C.**
- ☐ We do not have a Certification of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to Box C. Contact the MDHR for assistance. (See below for contact information)

Please note: Certificates of Compliance must be issued by the MDHR. Affirmative Action Plans must be approved by the Federal government, a county or a municipality must still be received, reviewed and approved by the MDHR before a Certification can be issued.

BOX B – For those companies not described in BOX A

Check below

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

Immigration Status Certification

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000.00, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this Contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the Contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the Contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the Contract, and/or suspending or debaring the Contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Building, 50 Sherburne Avenue, St. Paul, Minnesota 55155

E-Mail: MMDHelp.Line@state.mn.us

Telephone: 651-296-2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1-800-627-3529

Certification of Restriction on Lobbying

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the bidder/company named below that:

1. No Federal or state appropriated funds have been paid or will be paid by or on behalf of the bidder/company, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The bidder/company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
4. 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 Section 1352, Title 31, U.S. Code. 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 failure.

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____ / ____ / ____

_____(Title of authorized official)

Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Mankato/North Mankato Area Planning Organization Policy Board

(Alphabetical)

Tim Auringer – City of Eagle Lake

Jack Kolars – Nicollet County

Mike Laven – City of Mankato

Mark Piepho – Blue Earth County (chair)

Dan Rotchadl – MAPO Townships

James Whitlock – City of North Mankato

Mankato/North Mankato Area Planning Organization Technical Advisory Committee

(Alphabetical)

Ronda Allis – MnDOT (District 7)

Paige Attarian – City of Skyline

Jennifer Bromeland – City of Eagle Lake

David Cowan – Minnesota State University, Mankato

Michael Fischer – City of North Mankato

Karl Friedrichs – Lime Township

Seth Greenwood – Nicollet County

Scott Hogen – Mankato Area Public Schools (District 77)

Jeff Johnson – City of Mankato

Mark Konz – City of Mankato

Open – Leray Township

Leroy McClelland – South Bend Township

Ed Pankratz – Mankato Township

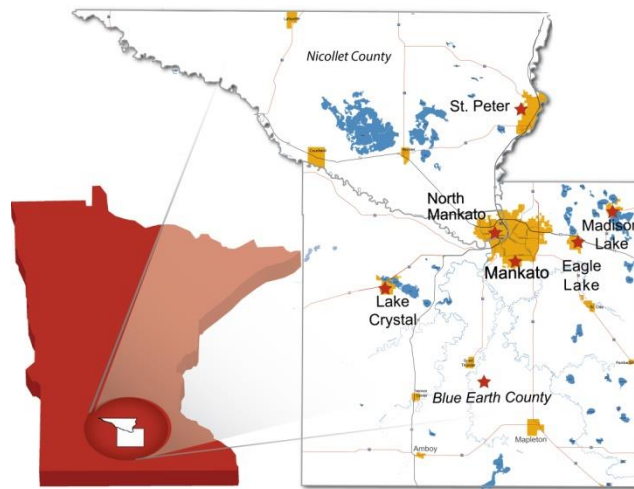
Craig Rempp – Mankato Transit System

Dan Sarff – City of North Mankato

Shawn Schloesser – Region Nine Development Commission

Craig Smith – Belgrade Township

Ryan Thilges – Blue Earth County



REQUEST FOR PROPOSAL

Mankato/North Mankato Area Planning Organization (MAPO)

Second Street Corridor Study

Issued By: Mankato/North Mankato Area Planning Organization
10 Civic Center Plaza
Mankato, Minnesota 56001

Issue Date: **January 15, 2021**

Deliver To: Charles Androsky
Transportation Planner

Respond By: **4:30 p.m. February 17, 2021**
Late proposals will not be accepted

Direct Questions To:

Charles Androsky
MAPO Transportation Planner
(507) 387-8389
candrosky@mankatomn.gov

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Community Background

The Mankato/North Mankato metropolitan statistical area (MSA) is centrally located in south central Minnesota, positioned in the scenic beauty of the Minnesota River Valley, with convenient access to Minneapolis-St. Paul, 75 miles to the northeast. The Mankato/North Mankato population is 53,488 (according to the 2010 Census) with an urbanized area over 58,000 and a planning area population over 61,000. Major industries include; Health Care, Educational Services, Social Assistance, Agricultural Services, and Machinery Manufacturing.

The Mankato/North Mankato Area Planning Organization (MAPO)

Under the authority of 23 CFR §450.310(a) the Mankato/North Mankato Area Planning Organization (MAPO) is the federally-designated Metropolitan Planning Organization (MPO) for the Mankato/North Mankato urbanized area. The MAPO's role is to provide planning assistance to local jurisdictions on transportation and land use interactions and related transportation issues within the MAPO area. Formed in 2012, the MAPO has successfully produced a wide range of transportation plans, studies, and reports.

Project

The MAPO hereby solicits proposals from qualified firms for a Second Street Corridor Study (Study) that services the region and is compliant with all applicable local, state, and federal legislation. The geography of the study is defined as the **Second Street traffic corridor from Mulberry Street to Madison Avenue in Mankato** (Map 1).

The Second Street Corridor in the City of Mankato (Blue Earth County) serves as a transportation corridor servicing downtown Mankato's residences, businesses, and governmental activities. The roadway is classified as a major collector with traffic volumes ranging from 6,900 average annual daily traffic (AADT) to 10,900 AADT (selected Consultant will be expected to collect current traffic counts).

The Study will evaluate alternatives for management of existing and future traffic flow (including pedestrian, bicyclist, personal auto, and transit) along Second Street by developing work products related to safety, alternatives, alternative evaluation, access management, intersection performance, alternative intersection design, pedestrian connectivity including mid-block crossings, potential changes in cross sections and lane configurations from existing conditions, and possible impacts on parallel streets associated with the alternatives.

The Consultant shall develop work products including a series of technical memoranda (memos), corridor-level operations/performance/safety documents, data analysis, public engagement components, and a standard Intersection Control Evaluation for a to-be-determined intersection within the corridor. All work products shall be submitted for review and revision to a Project Management Team (PMT), after which the Consultant will incorporate revisions and present an updated draft for PMT approval.

The Study shall include long-range and short-range strategies (including investment strategies) that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods along the corridor. All aspects of the Study will adhere to requirements of the FAST Act (or current transportation bill), and the

requirements stipulated by the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the State of Minnesota Department of Transportation (MnDOT). This shall entail consideration for all applicable modes of transportation and users of the transportation system, including (but not limited to) pedestrians of various ages and abilities, ADA assistance vehicles, bicycle, and motor vehicle travel (including personal auto and transit).

Objectives

The Study's final objectives will include:

1. Determine an overall vision for the corridor to improve cross traffic capacity and determine if there are any geometric treatments to improve corridor flow;
2. Applying a high level analysis of multiple corridor intersections to determine which single intersection is most appropriate for a future pedestrian crossing;
3. Produce a standard Intersection Control Evaluation (ICE) for the selected intersection.

Accomplishing these objectives shall entail the Consultant perform an analysis of traffic flow, intersection performance, pedestrian movements, transit operations, and safety.

The Consultant shall lead a strong public involvement component (further described in Scope of Work Task V) to provide interested parties opportunities to participate. The Study shall also be developed in consultation with all applicable federal, state, and local oversight and approval agencies, including (but not limited to) those responsible for: transportation system management, transit, infrastructure and operational funding, traffic safety, land use management, natural resources, environmental protection, public health, conservation, historic preservation and other appropriate agencies.

The Study will be prepared cooperatively by and between the selected Consultant, the public, and the participants of the MAPO. Participants of the study shall include the public (including residents and property owners), the MAPO Policy Board and Technical Advisory Committee (TAC), the City of Mankato, Mankato Transit System, the Minnesota Department of Transportation (MnDOT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA). MAPO staff will perform contract oversight and coordination.

Budget

Project work shall take place over 2021 and 2022, with final delivery in 2022. The project budget is not to exceed \$65,000. Of this total, \$30,000 will be expended over 2021 and \$35,000 will be expended over 2022. The Consultant will ensure adherence to annual funding targets.

Interested firms can obtain a copy of the RFP by downloading it from www.mnmapo.org, by emailing candrosky@mankatomn.gov, or by calling (507) 387-8389.

Scope of Work

The Scope of Work specifies the tasks that shall be issued in part or whole to the Consultant. During contract negotiations additional tasks and work elements may be added or deleted at MAPO discretion. MAPO must approve initiation of work tasks, which may be one or more tasks identified in the Scope of Work in writing before the Consultant may perform work. Responders

may propose augmented, supplemental, or alternate tasks/activities if they will substantially improve the results of the project, within the stated budget and time parameters listed within this RFP.

At project outset the Consultant shall draft a **Project Management Plan (PMP)** (described in Scope of Work Task I) which shall clearly define the Scope of Work, including project schedule, work periods, public engagement periods, review/revision periods, and deadlines for all aspects and deliverables.

All final work will be completed and submitted to MAPO to allow the MAPO Technical Advisory Committee (TAC) adequate time to review and recommend acceptance at a regular meeting (to be scheduled), for the MAPO Policy Board to subsequently review and formally accept at their regular meeting (to be scheduled) (see final delivery schedule in Scope of Work Task VII: Project Completion and Delivery).

Overall Study management, process and decision-making shall be guided by the PMT. At times throughout the study the MAPO TAC and Policy Board, as well as various local, state and federal oversight agencies and stakeholders, may also be consulted for input.

Outlined below is the Scope of Work that shall guide project development. MAPO has included the Scope of Work to provide interested Consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development. The Consultant is encouraged to offer innovative initiatives in addition to, or supplemental to the included Scope of Work, if those additions are congruent with the project timeline and budget. At a minimum, the Consultant shall be expected to establish detailed analysis, alternatives, and/or deliverables for the following Scope of Work tasks:

Scope of Work Task I. Project Management

The Consultant shall ensure proper management of the entire project including staff, equipment, and documentation, as well as to any subcontracted firms. The Consultant shall prepare written progress reports, documentation of travel and expense receipts, and preparing and submitting invoices. The Consultant shall provide information to project partners for posting to respective websites. The Consultant shall also organize and host PMT meetings, including preparation of meeting agendas and taking and reporting meeting minutes. PMT meetings will be used for project coordination, review of progress reports, and discussion/assignment of upcoming tasks.

Additional consultations, in the form of letters, emails, telephone conversations, and virtual remote meetings with project planners and engineers will, where necessary, clarify the technical requirements and objectives of the contract and work tasks. The Consultant will ascertain the applicability of information provided, review data for completeness, and notify the project stakeholders of any additional data required. It will be the responsibility of the Consultant to determine the reliability of all information which they choose as reference.

The Consultant shall assign a single person to serve through the life of the contract as Consultant Project Manager (PM). The PM must be the person identified in the selected firm's

proposal and may not be changed without prior written approval of MAPO. The PM will be responsible for overall project management necessary to ensure the satisfactory, on-time, on-budget completion of the Study in accordance with the scope of services. The PM will serve as a single point of contact and will be expected to ensure the entire Consultant team is properly managed, project remains on schedule, adequate resources are available, submittals are timely and QA/QC reviewed, and disadvantaged business enterprise (DBE) firms, if any, are utilized for maximum benefit and paid in a timely fashion.

The PM shall work closely with MAPO staff and the PMT to ensure strong communication and coordination through the life of the contract. Communication will include mandatory written monthly progress reports with an updated actual schedule versus planned schedule, task progress, identification of critical path tasks, upcoming work items, and actual expenditures versus budget report.

The PM will submit monthly invoices in a form and with documentation acceptable to MAPO within 30 business days following the end of each month throughout the life of the contract. Invoices must include the monthly progress report, a breakout of activities by task, employee, and employee hours for those tasks, and any supportive documentation for expenses. The PM may request approval from MAPO, in writing, to skip a monthly invoice if no activity occurs during the month or for other reasons.

Subcontracts

The primary Consultant is expected to perform either the entirety or the majority of all aspects of the Study. However, at points agreed upon and authorized beforehand by MAPO, certain aspects of the Study may be found to be more efficiently performed by other specialized firms, traditionally referred to as “subcontracted” consultants. For the purposes of this RFP, the term “Consultant” shall apply to both the primary and any/all subcontracted consultants. All guidance, requirements, and performance standards provided in this RFP shall apply to the primary Consultant and to any/all subcontracted firms, in the event the MAPO authorizes this practice. The primary Consultant shall be held responsible for any/all practices and work products developed by any/all subcontracted firms.

Scope of Work Task II: Initiate Study Project Management Team (PMT)

The Consultant coordinate a PMT comprised of stakeholders including representatives from MAPO and the City of Mankato. The Consultant will work closely with the PMT over the course of the study. The PMT will serve as the Study’s primary project management, oversight, and decision-making body. Determining membership of the PMT will be one of the first components of the Study process. The Consultant shall coordinate and lead **monthly** PMT meetings throughout the life of the project. PMT meetings will include a Project Kickoff meeting between the Consultant and PMT to establish early guidance and protocols on project scope, approach, roles, objectives, and methodology.

Biweekly check-in calls

The Consultant shall maintain a standing biweekly check-in telephone call with MAPO staff to discuss project progress, administrative elements, agendas for upcoming PMT meetings, and upcoming tasks. Individual calls may be cancelled or conducted via email if there are no pertinent discussion items at a given time period.

Project Management Plan (PMP)

Early in the process the Consultant shall prepare a detailed PMP to aid in completing the Study on-budget and by project deadline. The PMP shall provide a scope and schedule to perform all work necessary to ensure final delivery of the Study by the MAPO Policy Board by project deadline.

The Consultant shall integrate the below factors into development of the PMP, at minimum:

- **Deliverables.** Scheduling of development and delivery of all project deliverables and work components, with adequate time for PMT review and revision of submitted drafts.
- **Meetings/Presentations.** Scheduling of all internal and external meetings and public engagement/outreach events and campaigns. This shall include a Project Kickoff Meeting, PMT meetings, public engagement meetings, and appropriate updates/presentations to the Mankato City Council, MAPO TAC, and MAPO Policy Board. The schedule shall also include deadlines for all deliverables with consideration to sequence and critical path to ensure all elements are accomplished on time and within budget.
- **Open Houses.** Scheduling of project open houses (may be virtual or in-person depending on current public health guidance).
- **Ancillary presentations.** At times throughout the Study, unexpected opportunities may be presented for additional on-site stakeholder engagement. To account for these opportunities, the Consultant shall budget and account for two (2) pop-up events or ancillary presentations separate from other required presentations and meetings. These events will not be assigned a hard date within the schedule and will be designated as “floating,” to be utilized as opportunities arise. The purpose of these events will be to engage the public in the project and collect input for analysis.
- **Approvals.** Identification of any approvals needed by local, state, and federal agencies and scheduling when guidance and approval shall be obtained.
- **Final delivery.** Final preparation and delivery of Study, including concluding presentations to the MAPO TAC, MAPO Policy Board, and Mankato City Council.

Purpose and Needs Document

Early in the process the Consultant shall produce a project Purpose and Needs Document. Development of this document shall be informed by the project Public Engagement components (Scope of Work Task V), as well as primary and secondary data gathering and analysis. The Purpose and Needs Document will include identification of Study goals, objectives, opportunities, alternatives, and final recommendations. The document will define the project purpose and transportation issues to be solved and serve as guidance for consideration of alternatives. It will also provide supporting data and describe other issues that need to be resolved as part of a successful solution to identified needs.

The Purpose and Needs Document will clarify Study outcomes and will be a fundamental element when developing criteria for selection between alternatives. Conclusions of the document should be factually-and numerically-based, i.e. performance measures, latest planning assumptions, crash data, VMT, etc., as well as informed by results of stakeholder engagement.

Deliverables under Scope of Work Task I include, but shall not be limited to development/maintenance of:

- Project Management Team (PMT)
- Project Management Plan (PMP)
- Purpose and Needs Document

Scope of Work Task III: Data Collection

The Consultant shall identify, compile, and analyze a range of documents and data in support of the Study. Whenever possible, documents and data will be obtained in an electronic format. The Consultant is expected to use and leverage existing data and information to the maximum extent possible to avoid duplicative data collection efforts.

The Consultant is expected to identify GIS and other mapping data needs early in the project schedule to support analysis and other Study tasks. MAPO will provide the Consultant a list of available GIS layers, maps, and data and will supply requested materials, as permissible and available, to the Consultant.

MAPO and member agency staff will assist the Consultant in identifying and gathering the documents listed below:

- Adopted community plans and studies.
- GIS data/layers, as available from City, County and State sources.
- Other technical materials or data as available and permissible.

Traffic Counts

The Consultant will be responsible for obtaining valid intersection traffic counts, as well as producing valid future volume forecasts. Due to potential short-term reductions in traffic volumes caused by COVID-19, traffic counts may be impossible to obtain via traditional

methods. At PMT discretion, the Consultant may be directed to utilize traffic analytics software such as StreetLight or a similar service to obtain historical counts and then apply growth factors to obtain usable traffic volume forecasts. Alternatively, the Consultant may be required to collect counts in the typical manner and potentially calibrate the counts with historical counts obtained via StreetLight or similar service. Responses to this RFP should include consideration to all contingencies and include a plan for obtaining valid traffic counts in a variety of scenarios.

Electronic Inventory

The Consultant shall review all current and newly-enacted transportation legislation at all levels of government that may impact the Study. The Consultant shall create an Electronic Inventory to include all electronically available documents and data that will be updated regularly throughout the life of the contract. GIS based data and data sets will be obtained and consolidated by the Consultant as mutually agreed by MAPO.

The Consultant shall review and summarize documents and data in terms of their impact and relevance to the Study, particularly local, state, and federal legislation and include any potential conflicts or inconsistencies that must be addressed. This review shall be delivered in the Existing Literature Summary Document and be used to guide project decisions regarding additional data needed, alternatives, and alternative evaluation.

Existing Literature Summary Document

The Consultant shall compile and review all documents, plans, policies, and data pertaining to the Second Street Corridor. These documents shall be summarized in an Existing Literature Summary Document and shall include, but not be limited to:

- Base-and horizon-year socio-economic data developed by federal, state, and local sources
- State and federal statutes
- Plans and studies previously conducted by MAPO including the Long Range Transportation Plan (LRTP)
- Municipal Complete Streets Plans, corridor plans, land use plans, redevelopment plans, neighborhood plans, existing ICE studies
- Traffic counts, crash and accident data, HPMS data, signal warrants, aerial photos, major street network classifications, sign inventories, traffic signal data, GIS/CADD property and right of way maps, funding data, etc.
- Limited and dated data includes: signalized and unsignalized intersection capacity analyses (LOS), travel speeds, turning movements, roadway widths, right of way widths, number of lanes, sidewalk inventories, ADA ramp locations, transit ridership, transit maps and route information
- U.S. Bureau of Census data
- American Community Survey (ACS) data
- MnDOT's Intelligent Transportation System (ITS) Architecture Plan
- City building permits, County permits, utility records, etc.
- Socioeconomic data and projections compiled by MAPO staff and the Minnesota Department of Employment and Economic Development (DEED)

- GIS data/layers, as available from City, County, and State sources.
- Base and horizon year socio-economic data developed by State and Federal sources.
- Municipal Capital Improvement Plans
- Pavement and Bridge Condition ratings and data
- City of Mankato and Blue Earth County Capital Improvements Plans
- Mankato Transit System's Transit Development Plan
- Applicable plans/studies/findings at the state and federal levels, including those relating to Toward Zero Deaths
- Relevant studies and plans conducted by Blue Earth County
- Recent analysis and work products developed by the local agencies
- Identification of current federal and state transportation requirements and guidance, and corresponding strategies for the Study to fulfill/abide by necessary requirements

Deliverables under Scope of Work Task III include, but shall not be limited to:

- Traffic Count data
- Electronic Inventory
- Existing Literature Summary Document

Scope of Work Task IV: Data Analysis and Study Development

The Consultant shall draft and develop final data analysis and documents for inclusion in the Study. Depending on context, these analyses may be integrated into individual technical documents or as components of a linking narrative structure. Areas to be addressed in the Study include, but shall not be limited to:

Technical Memoranda

These memoranda shall be detailed, professional-grade documents developed with input and approval of project partners and designed with congruous language, visual elements, and flow, as they shall comprise sections of the final Study. The Consultant shall produce technical memoranda addressing the following areas:

- Existing Conditions
- Traffic Analysis
- Issues Identification
- Alternative Development
- Alternative Evaluation
- Recommendation(s) with budget estimates

Intersection Control Evaluation (ICE)

The Consultant shall lead a process to identify the appropriate intersection to perform an Intersection Control Evaluation (ICE). The Consultant shall review and summarize existing information, collect data and conduct field work as needed, develop ICE components, and assess the intersection using the Minnesota Department of Transportation (MnDOT) Intersection Control Evaluation (ICE) methodology as linked below:

MnDOT Intersection Control Evaluation Guidelines for Implementation

<http://www.dot.state.mn.us/trafficeng/safety/ice/index.html>

MNDOT ICE Technical Memorandum No. 07-02-T-01

<http://www.dot.state.mn.us/trafficeng/safety/ice/ICE-TechMemo.pdf>

MnDOT Intersection Control Evaluation Manual (2017)

http://www.dot.state.mn.us/trafficeng/safety/ice/2007_ICE_Manual.pdf

The final ICE must conform to all guidelines presented in the above linked documents or any updated or superseding documents.

Additional analysis

Additional factors to be reviewed and presented by the Consultant shall include:

- Review of existing and proposed land use
- Review of past planning documents and studies
- Alternatives to channelize pedestrians or improve crossing safety at intersections
- Access management
- Analysis of existing facilities
- Provide an array of alternatives for roadway cross sections, including travel lane configurations, parking, and pedestrian and bicycle accommodations
- Evaluation of possible alternative intersection traffic control
- Development and delivery of a **Traffic Capacity and Operations Analysis** document
- Analysis and Compilation of Crash Data
- Investigation of the feasibility of construction of alternatives within existing rights-of-way and right-of-way needs for other contemplated alternatives
- Analysis of resulting capacity and level of service at major intersections
- Connection of all collected data to existing GIS and performance of geographic analysis
- Review of existing traffic data and future forecasts/projections with updates as needed to identify current and future deficiencies in the road network
- Analysis of land use and transportation systems to identify conflicts or potential conflicts
- Analysis of impacts of current and proposed transportation issues on underserved and low income populations
- Consideration to land use conditions along the corridor and nearby areas influencing the flow of traffic along the corridor, with discussion to the link between land use and the transportation system
- A range of reconstruction Alternatives encompassing all aspects of the study, including safety, multimodalism, stakeholder engagement, land use, right of way, access management, existing/future conditions, etc. It is the intent that the alternatives produced will inform and aid future decision-making
- Development and delivery of recommendations with cost estimates

Data Rights and Ownership

Unless explicitly discussed, MAPO will retain use rights and ownership of all data, reports, presentations, maps, graphics, photos/video, figures, GIS databases, project website analytics,

and social media elements delivered by the Consultant in order to complete the tasks delivered in this Scope of Work. All reports shall be of high quality and reproducible. All text-and graphic-based deliverables shall be provided in both PDF and Word format. GIS-related data shall be provided in a GIS platform compatible with MAPO's computer software and hardware (ESRI ArcMAP, projected to NAD 1983 HARN Adj MN Blue Earth). The MAPO shall maintain the right to use any and all materials for future planning, programming, education, or communication uses.

Deliverables under Scope of Work Task IV include, but shall not be limited to:

- Technical memoranda addressing the following areas:
 - Existing Conditions
 - Traffic Analysis
 - Issues Identification
 - Alternative Development
 - Alternative Evaluation
 - Recommendation(s)
- Intersection Control Evaluation (ICE). Intersection to be determined by PMT over course of study.
- Traffic Capacity and Operations Analysis document
- A range of reconstruction Alternatives
- MAPO usage rights and ownership of all educational, graphical, and technical/data elements

Scope of Work Task V: Public Input and Partnerships

Public Involvement Plan (PIP)

The project will utilize the MAPO's Public Participation Plan and Staff Guide (PPP) to serve as a guiding framework for the project's public engagement process and the development of a Study Public Involvement Plan (PIP). At project outset the Consultant shall develop a PIP which will clearly articulate strategies to be employed for public outreach, education, input, and involvement for the project. The PIP will contain a schedule of effective public engagement events and methods to ensure local residents and residents of the wider MAPO region are aware of, actively participate in, and are engaged to the maximum extent possible. The PIP will also define staff roles and coordination with the City of Mankato's Department of Public Information and Community Engagement.

Consideration to COVID-19

The Consultant will be expected to be adaptable with consideration to COVID-19. Traditional in-person engagement is preferred regarding Study public engagement touch points. However, the format of engagement will be dependent on current public health guidance. If at a given point in the study in-person engagement is judged to be a potential health hazard, engagement will take place via remotely via electronic methods. Respondents should provide consideration for both in-person and virtual public engagement and illustrate how they will achieve meaningful public engagement in all contingencies.

The PIP shall also describe and define the roles of the various decision-making and advisory bodies involved in the Study's development, and describe how input shall be obtained and integrated from all applicable agencies. At minimum the project PIP should include the below items:

- Consideration to public health guidance and various potential scenarios impacting the format of public engagement touch points.
- A list of potential stakeholders, including applicable local resident organizations, property owners, pedestrian/bicyclist groups, nearby houses of worship, low-income populations, minority populations, Mankato City Center Partnership, and other entities.
- A strategy for engaging stakeholders. This will include reference to how stakeholders will be informed and empowered to collaborate throughout the process.
- Mechanisms for informing and educating the public about Study development and significant issues under consideration.
- Alternatives for gathering public response to the Consultant's recommendations and alternatives. Plans for informing and gathering input from units of local government, including appropriate boards and commissions.
- A plan for presenting proposed actions and alternatives at public meetings/hearings.
- Mechanisms for documenting involvement, as well as analyzing and summarizing responses received during all phases of the Study.
- Innovative public involvement techniques and visualizations.
- Identification of methods by which traditionally underserved populations shall be engaged in the Study development.

Advertising

A thorough and effective social media component must be threaded throughout the entire project public engagement process. This shall include, at minimum, a coordinated advertising and social media campaign. In addition to social media, the project may employ methods of public engagement such as paid advertisements in print mediums such as the Mankato Free Press and other appropriate newspapers, mailers and/or fliers to targeted stakeholders, surveys, wiki-mapping web-based input-gathering tools, and email outreach. The Consultant shall lead development and delivery of advertising materials (i.e. develop and deliver postcards to residents).

Coordination with Mankato Public Information and Community Engagement

The Consultant shall be expected to coordinate with applicable Public Information departments of municipalities within MAPO on potential opportunities to utilize public engagement services/mediums/methods implemented by municipalities, as well as announcements for public events and engagement efforts. For example, the City of Mankato has various contacts with local television, radio, and print outlets, as well as web-based public engagement capabilities which may be utilized to augment study public engagement efforts.

Provision of Materials

At points throughout the study MAPO, City of Mankato, and other staff may deliver informational presentations and conduct outreach to stakeholders. At the PMT's discretion,

staff may conduct these efforts without Consultant staff present. During these occasions and at the PMT's request, the Consultant shall supply staff with presentation and outreach materials.

Focused Discussions (2)

Under PMT direction, the Consultant shall identify and compile a list of corridor stakeholders for two (2) separate Focused Discussions. The Consultant will lead an advertising effort to make stakeholders aware of the Focused Discussions and follow up independently with stakeholders to obtain input. The Consultant will lead the Focused Discussions to gain stakeholder input for a better understanding of the corridor including multimodal uses, demand, existing conditions, identify issues, problems, and opportunities.

- Focused Discussion #1: Area residents. Consultant will work with the PMT to identify those residences around the corridor which qualify as localized corridor stakeholders.
- Focused Discussion #2 Area businesses including houses of worship. Consultant will work with PMT to identify those businesses/houses of worship around the corridor which qualify as localized corridor stakeholders.

The Consultant will use the input obtained from the Focused Discussions to draft early study documents including existing conditions, issues identification, alternatives, and alternative evaluation criteria.

Report Out Presentations (2)

After alternatives are developed, the Consultant will lead two Report Out Presentations of findings of the focused discussions with the two groups to notify stakeholders of the alternatives developed and the information that will be disbursed to the public or broader audience. The Report Out Presentations will describe to Focused Discussion groups what was developed based on their input and be used as an opportunity to discuss next steps.

Open Houses (2)

Open Houses will be in-person or virtual depending on public health guidance. At the approximate mid-point of the study, the Consultant will lead a general public **Open House** to educate the public on the project and obtain input from the general public. The open house will share proposed goals and objectives and a preliminary listing of the potential range of alternatives, based on data analysis, future forecasts, and input received during the Focused Discussions.

A second **Open House** meeting must be held near the end of the planning process to present a finalized draft of the Study to the community and seek feedback.

The Consultant shall present all Focused Discussion and Open House results, including all comments and input, to the PMT for discussion and analysis. Comments shall be organized in a manner acceptable to the PMT and include corresponding actions taken in response to comments.

MAPO presentations (3)

At relevant times over the course of the project, the Consultant will attend at minimum **two (2) meetings with the MAPO Technical Advisory Committee (TAC)**. TAC meetings are typically held the third Thursday of each month or on an as-needed basis. During these meetings, the Consultant will present project progress, solicit feedback and guidance on preliminary findings, proposed priorities, and draft alternatives, as identified during the planning process. Insight and instruction from the MAPO TAC shall serve as a major guiding component to the development of the Study.

At relevant times during the course of the project, the Consultant shall attend at minimum **one (1) meeting with the MAPO Policy Board**. Policy Board meetings are typically held the first Thursday of each month or on an as-needed basis. During these meetings, the Consultant will present project progress and draft sections for review, evaluation, comment, and recommendation.

Mankato City Council Presentation (1)

At relevant times during the course of the project, the Consultant shall attend at minimum **one (1) meeting with the Mankato City Council**. Mankato City Council meetings are typically held the twice per month. During these meetings, the Consultant will present project progress and draft sections for review, evaluation, comment, and recommendation.

Pop-Ups and Ancillary Presentations

Depending on the nature of the engagement, stakeholder, and direction by the PMT, other events may require either virtual or physical Consultant presence. These events may take the form of presentations or pop-up events. To aid in proposal budgeting, the Consultant shall be expected to attend no more than **two (2) pop-ups or ancillary presentations** as described above. The Consultant will be expected to generate materials for any additional outreach conducted without Consultant staff appearing on-site.

Public Comment Log

Over the course of the Study the Consultant shall maintain and deliver a comprehensive Public Comment Log which identifies public comments received and any resulting actions. Log must be grouped by common theme and include the date received and a section on how/why the Study was/was not updated to reflect the comment.

Deliverables under Scope of Work Task V include, but shall not be limited to:

- Public Involvement Plan (PIP)
- Presentations and presentation materials as needed associated with Focused Discussions, Open Houses, and agency presentations
- Public Comment Log

Scope of Work Task VI: Environmental Justice and Title VI

The requirements of Environmental Justice (EJ), as outlined by the Federal Highway Administration (FHWA), are intended to ensure that the process of transportation planning is consistent with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits

discrimination on the basis of race, color, or national origin. These provisions shall be considered during the problem identification phase of the project and incorporated into all aspects of the Study and adhered to throughout the public involvement task of the project. The Consultant will coordinate with MAPO's Title VI/EJ policies and PPP. The Consultant will ensure all federal, state, and local EJ requirements are abided by.

The Consultant will coordinate with project agencies to obtain demographic information and develop GIS visualization and analysis to locate areas containing populations traditionally underrepresented in the transportation planning process. Depending on results of demographic analysis, public engagement efforts may be adjusted to better engage affected populations. For example, if analysis indicates a significant population within the Study area speaks a language other than English, public engagement materials will be translated and disbursed accordingly.

Environmental Justice (EJ) Report

The Consultant will consider the comparative impacts of proposed alternatives on identified populations. The Consultant will perform an EJ analysis utilizing various data sources such as the US Census and other demographic data using GIS. This will include development of an Environmental Justice Report (EJ) Report). The EJ Report shall abide by and ensure conformance with all applicable federal and state law. The EJ Report shall outline the proactive measures taken to engage communities typically under-represented in the transportation planning process, and demonstrates through analysis that alternatives and recommendations will not have a disproportionate adverse impact on low-income and minority populations.

Environmental Impact Summary

The Consultant shall identify all necessary environmental documents and guidance available from federal, state, and local agencies. The Consultant shall analyze these and other applicable documents to produce an Environmental Impact Summary. Items of consideration shall include, but not be limited to:

- Applicable Code of Federal Regulations requirements including 4(f). Consultant shall identify all applicable resources and potential impacts.
- Air, Noise, and Water Quality impact.
- Threatened and endangered species.

Deliverables under Scope of Work Task VI shall include, but not be limited to:

- Environmental Justice Report
- Environmental Impact Summary

Scope of Work Task VII: Project Completion / Plan Delivery

The Consultant shall perform all work necessary to obtain final acceptance of the Study by the MAPO Policy Board no later than their September 2022 meeting. To achieve this goal, the MAPO Technical Advisory Committee (TAC) must approve the Study at or before their final meeting held in August 2022. The Consultant shall deliver a finalized draft Study for TAC review before their meeting, as well as any necessary presentation materials and handouts to explain how the

plan was developed in accordance with the MAPO vision, values, and available funding sources. The final delivery schedule is below. Note schedule may be amended at PMT discretion:

Final Delivery Schedule (illustrative)	
Date	Action
<u>June 2022</u>	Consultant delivers draft Study for MAPO TAC review and comment
<u>June 2022</u>	Consultant delivers presentation on draft Study to MAPO TAC at their regular meeting and solicits comments
<u>June/July 2022</u>	Consultant incorporates TAC comments
<u>August 2022</u>	Consultant delivers finalized draft to MAPO
<u>August 2022</u>	MAPO TAC motions to recommend acceptance of Study
<u>September 2022</u>	Consultant delivers final presentation to MAPO Policy Board, Policy Board accepts final Study

Completion of this task shall involve:

- Consideration to Public Review/Public Comment processes required. This will entail forethought and planning regarding the advance scheduling needs of Public Comment period(s) for the draft Study to ensure delivery by deadline.
- Scheduling of meetings and review periods to obtain guidance and approval from applicable municipal, MAPO, MnDOT, and federal entities.
- Preparation of the final document, including charts, figures, diagrams, and maps.
- Delivery of draft Corridor Study to MAPO TAC and Policy Board at or before dates specified above.

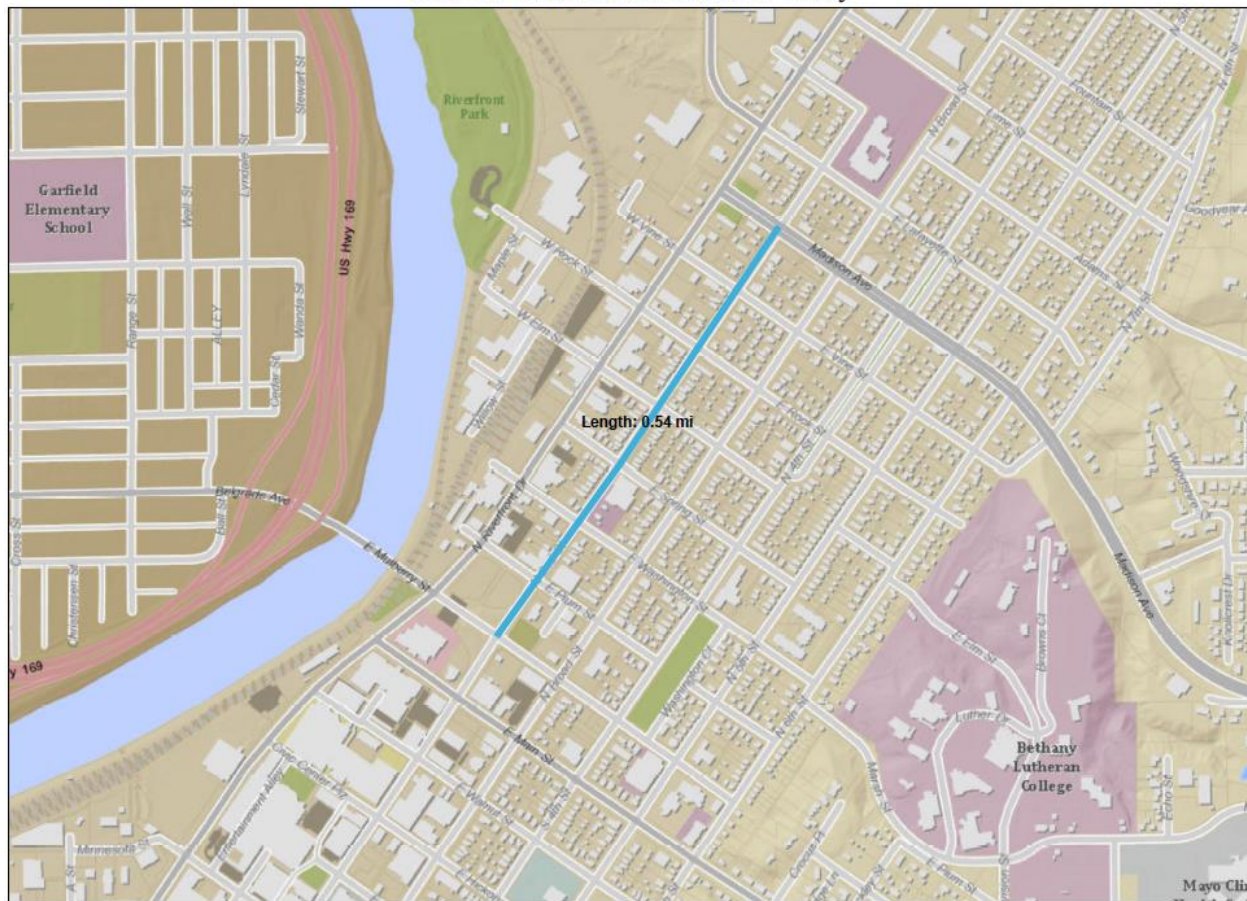
Project Deliverables & Work Components

Deliverables and work components of the Study shall include:

- Project Management Plan (PMP)
- Purpose and Needs Document
- Existing Literature Summary Document
- Electronic Inventory
- Project-specific Public Involvement Plan (PIP)
- Public Comment Log
- Technical memoranda addressing the following areas:
 - Existing Conditions
 - Traffic Analysis
 - Issues
 - Alternative Development
 - Alternative Evaluation
 - Recommendations
- Intersection Control Evaluations (ICEs)
- Traffic Capacity and Operations Analysis
- Implementation Plan
- Environmental Justice Report
- Environmental Impact Summary

Map 1: Proposed Corridor Study

MAPO Second Street Corridor Study



Delivery

After approval and acceptance of the Study by the Mankato City Council, the MAPO TAC, and the MAPO Policy Board, respectively, the Consultant will prepare and present a complete and approved Second Street Corridor Study. This shall include:

- A comprehensive record of steps performed, data collected, and analysis conducted.
- Final Corridor Study – **Second Street Corridor Study** (PDF and print versions).
- Executive Summary – **Second Street Corridor Study - Executive Summary** (PDF and print versions).
- Deliverables will include three (3) (one for MAPO, City of Mankato, and Blue Earth County) printed copies of the Study as well as an electronic copy of each document in both Microsoft Word and PDF formats.
- Copies and ownership/use rights of data and materials compiled and developed over the course of the study including presentations, stakeholder contact information, maps, logos, photos, project website/public engagement analytics, and graphical elements. These materials shall be delivered to MAPO in digital format.
- All documents/deliverables must be converted to the highest level of possible accessibility. This includes readability of PDF documents by Adobe Reader's and Adobe Acrobat's "Read Aloud" feature.
- In the enduring eventuality that a member of the public requests a translated document, the Consultant shall supply an electronic copy of such document in the language(s) requested in both Word and PDF formats.

Additional Requirements & Contract Schedule/Duration

In addition to addressing the above services for the project, the Consultant is also expected to:

- Clearly communicate in a responsive manner and coordinate with the MAPO staff and local partners.
- Provide regular project updates via attendance to meetings as needed and/or electronic submission of progress reports as directed.
- Promptly report any unforeseen delays or circumstances as they arise.
- Contract work is anticipated to start by **May 2021**
- The Study should be completed by **August 2022**, with final acceptance by **September 2022**.
- Contract will be effective until **December 31, , 2022**.

Proposal Content

Responders are asked to report how they will address each task, detail staff and firm qualifications related to each task, and describe task deliverables. Responders are encouraged to propose alternate tasks or activities if they will substantially improve the results of the project, within the stated budget and time parameters listed within this RFP.

The following will be considered minimum contents of the proposal and must be submitted in the order listed:

1. Responder's company name, business address, the contact person's name, telephone number, fax number and email address.

2. A statement of the objectives, goals and tasks to show or demonstrate the Responder's view of the nature of the project.
3. A description of the proposed project approach and methodology to be utilized, deliverables to be provided by the Responder, and a description of the proposed project management techniques.
4. A detailed description of the Responder's background and experience with similar work. This should include examples of similar work indicating the Responder's level of involvement in the project, and the key personnel involved with the project.
5. A list of the key personnel who will be assigned to the project and their area of responsibility. Provide statements for each of the key personnel detailing their training, work experience and qualifications relevant to the proposed work. No change in personnel assigned to the project will be permitted without the approval of the MAPO.
6. An illustrative **Work Plan** identifying the major tasks to be accomplished. The work plan must present the Responder's approach, task breakdown, and due dates of deliverables. Included within the Work Plan, consultants are encouraged to submit a tentative draft project timeline detailing a schedule of project activities including work periods per topic/section with deadlines, Kickoff Meeting, PMT meetings, Open Houses, one-on-one agency meetings, social media blasts, presentations to MAPO TAC, Policy Board, and Mankato City Council, and activities related to final acceptance.
7. A budget including the hourly rates and fringe rates for all key personnel who will perform the tasks outlined above, as well as the agency's indirect rate.
8. Three references from clients within the past 5 years for whom the Consultant has performed similar work.
9. Completed forms and documents required under any other section of this RFP.

Selection Timeline

It is anticipated that evaluation, selection, contract negotiation, and project start will be completed according to the below schedule. Note the dates and ranges are advisory and may be adjusted.

January 11, 2021	First day of RFP posting
February 9, 2021	Last date MAPO staff will answer RFP questions
February 17, 2021	Deadline for RFP responses
February-March 2021	Evaluation and scoring of RFP responses
March-April 2021	MAPO Policy Board, MnDOT, FHWA approvals
April 2021	Successful bidder notified, begin contract negotiations
April/May 2021	Contract negotiations finalized
May 2021	Project initiated

After evaluation the MAPO and the successful Responder will meet to negotiate the final deliverable and contract. If MAPO and the successful Responder are unable to agree upon a scope of services and compensation within a reasonable time (as determined by MAPO at its sole discretion), then MAPO may declare negotiations to be at an impasse, and may commence negotiations with the next highest-ranked Responder.

Proposal Submittal

To accommodate public health concerns, proposals shall be accepted digitally. Digital copies of proposals may be provided in either 1) PDF format or 2) through a file-sharing link such as SharePoint or similar service. Proposals must be sent to MAPO via the below email:

Charles Androsky
Transportation Planner
Mankato/North Mankato Area Planning Organization
candrosky@mankatomn.gov

All responses must be received no later than 4:30 p.m. Central time on February 17, 2021.

Proposal Evaluation

A “Best Value Selection” method will be used to review proposals submitted in response to this RFP. Representatives of MAPO and selected TAC members will evaluate all proposals received by the deadline. A 100-point scale will be used to create the final evaluation and selection. The factors and weighting on which proposals will be judged are:

Technical Approach (40 points)

1. Specialized expertise, capabilities and technical competence, as demonstrated by the Responder’s expressed project understanding, proposed project approach and methodology, project work plan, and project management techniques. (20)
2. Project background and experience, as demonstrated by the Responder’s ability, familiarity and experience with handling similar projects, and the qualifications and related experience of key staff members. (10)
3. The Responder’s record of past performance, including quality of work (10)

Cost (30 points)

1. Overall cost to complete the project (30)

Organization, personnel and expertise (20 points)

1. Qualifications of personnel assigned to project (10)
2. Experience of personnel assigned to project (10)

General quality of response and responsiveness to terms and conditions (10 points)

The MAPO and the successful Responder will then meet to negotiate the final deliverable and contract. If MAPO and the successful Responder are unable to agree upon a scope of services and compensation within a reasonable time (as determined by MAPO at its sole discretion), then MAPO may declare negotiations to be at an impasse, and may commence negotiations with the next highest-ranked Responder.

Request for Clarification

In the event MAPO believes that additional clarification of a proposal is needed in order to make a determination regarding the proposal, the MAPO shall submit a request for clarification by email to the Responder. The Responder will have two working days to respond via email to provide the additional requested information. Responses will also be posted on the MAPO website, see Proposal Questions section for additional information and process.

Proposal Questions

No interpretation of the meaning of the RFP will be made to any Responder verbally. Responders are encouraged to promptly notify MAPO of any apparent major inconsistencies, problems or ambiguities in this RFP. Any questions regarding this RFP must be submitted by email only to:

Charles Androsky, Transportation Planner
candrosky@mankatomn.gov

No other project personnel are allowed to discuss the RFP before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

All questions and answers will be posted on the MAPO's web page: www.mnmapo.org

Questions will be posted verbatim as submitted, without reference to the person or firm that submitted it. All prospective Responders will be responsible for checking the MAPO's web page for any addendums to this RFP and any questions that have been answered.

Questions and responses will be accepted one week prior to the RFP close date.

Failure of any Responder to review any such addendum or interpretation shall not relieve such Responder from any obligation under their proposal as submitted. All addenda so issued will become part of the agreement documents.

Proposal Protest Procedure

1. A formal letter of protest must be received at the 10 Civic Center Plaza Mankato, MN 56001 to the attention of the Paul Vogel, Executive Director, within ten (10) business days of the date of the award notification letter. The letter must state specifically the reason for the protest and include any documentation needed to substantiate the claim(s).
2. The MAPO will have ten (10) business days from the date of receipt of the protest letter in which to make a written response. The MAPO may extend the period for purposes of investigating the protest, if it is warranted, by notifying the complainant in writing of their intentions within the above mentioned response time.
3. If the complainant, after receiving the final written response from the MAPO, is not satisfied that the reason for protest has been sufficiently resolved, he/she may file a request for an appeal to be heard by the MAPO Policy Board. Such request must be written and received within the (10) business days from the date of the MAPO's response letter. The letter shall be made to the attention of the Executive Director, who will schedule the hearing for the next available MAPO Policy Board meeting, and inform the complainant in writing of said date and time.
4. The MAPO will not receive any service or product described in the PROPOSAL document from the successful Proposal until the protest has been resolved

Termination

If the Contractor is (1) adjudged to be bankrupt; (2) makes a general assignment for the benefit of creditors; (3) has a receiver on account of insolvency; (4) is guilty of substantial violation of any provision of the Contract; (5) fails to promptly pay employees or obligations incidental to proper performance of the Contract; or (6) persistently disregards or permits disregard by employees of laws, ordinances or instructions of the MAPO Policy Board or its designated representative, then the MAPO Policy Board may, at its opinion, terminate the Contract without further obligation on the part of the MAPO Policy Board to the Contractor except for the expenses incurred prior to the termination. If the MAPO Policy Board or its designated representative believes any action or non-action of the Contractor represents an immediate threat to public safety, the MAPO Policy Board may suspend service for so long a period as they deem necessary.

MAPO Not Obligated to Complete Project

This RFP does not obligate the Mankato/North Mankato Area Planning Organization (MAPO) to award a Contract or complete the project, and MAPO reserves the right to cancel the solicitation if it is considered to be in its best interest.

Disposition of Responses

Unless otherwise explicitly and clearly marked, all materials submitted in response to this RFP will become public record. The MAPO reserves the right to disburse any materials for review, ranking, educational, or communicative purposes. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- Clearly mark all trade secret materials in its response at the time the response is submitted,
- Include a statement with its response justifying the trade secret designation for each item, and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless MAPO, its agents and employees, from any judgments or damages awarded against the MAPO in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the MAPO's award of Contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of MAPO. MAPO is required to keep all basic documents related to its Contracts, including responses to RFPs for a minimum of seven years.

MAPO will not consider the cost information submitted by the responder to be proprietary or trade secret materials.

- Patent Rights: The Common Grant Rules require provisions consistent with Dept. of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," 37 CFR Part 401.
- Rights to Data: When FHWA provides Federal assistance to support the costs of a research, development, demonstration, or a special studies project, FHWA generally

seeks sufficient rights in the data developed so that the results can be made available to any FHWA recipient, sub recipient, third part contractor, is executed.

Disadvantaged Business Enterprise (DBE) Goal

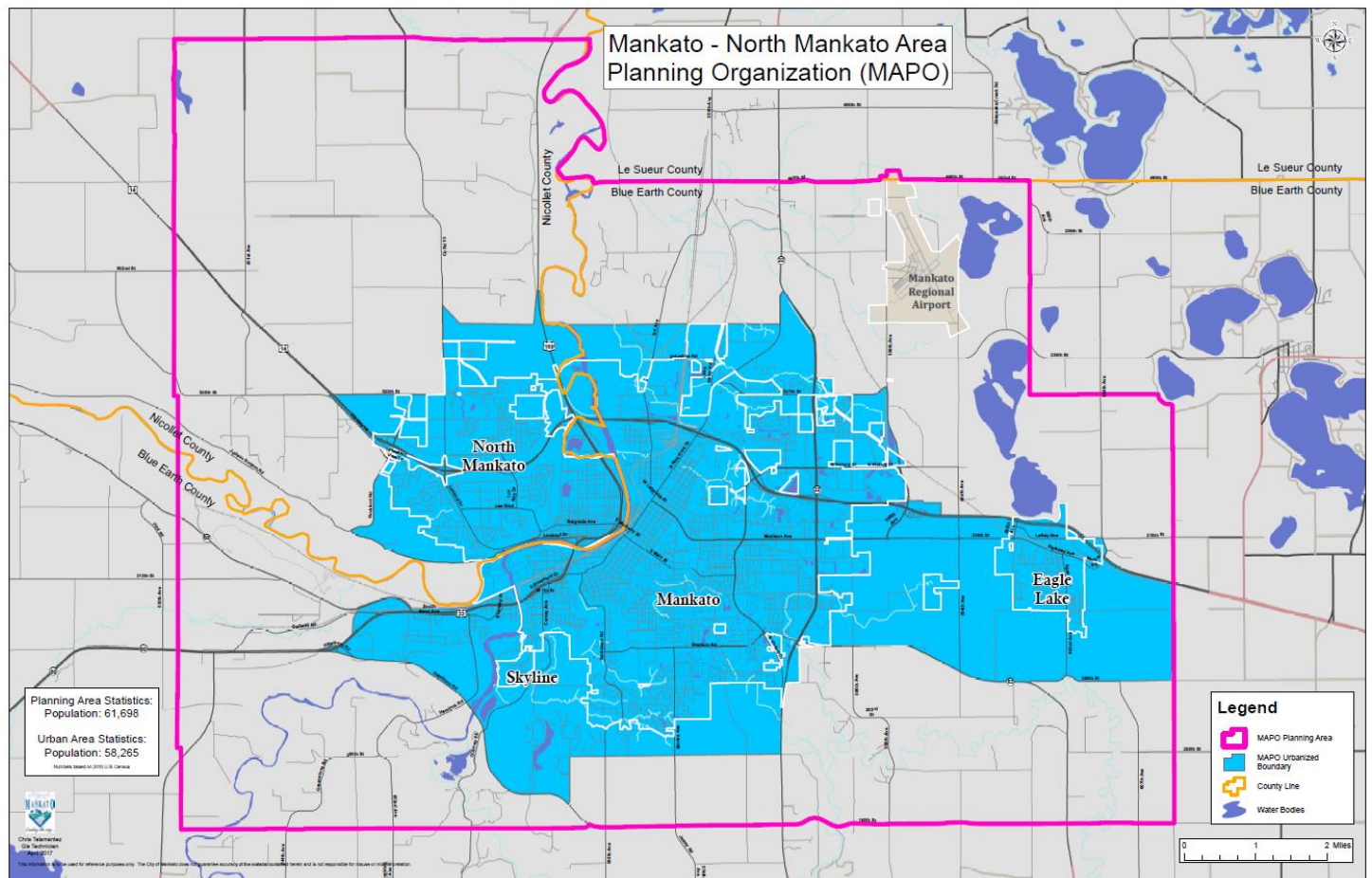
Small businesses, minority-owned business, and women-owned businesses are encouraged to respond to this solicitation. Larger firms are encouraged to sub-contract with small, minority-owned, and women-owned businesses when economically feasible. A DBE goal of has been assigned.

Required Statement for All Notices, RFP, and Contracts

The FHWA is or will be providing federal assistance for this project in an estimated expected amount of \$52,000. The Catalog of Federal Domestic Assistance (CFDA) number is 20.205.

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Appendix A: Map of MAPO Planning Boundary



Appendix B: Required Contract Clauses

The Contractor agrees to comply with the following requirements, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable.

A. ACCESS TO RECORDS AND REPORTS

2 CFR §200.336

Access to Records - The following access to records requirements apply to this Contract:

The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred in connection with work and services performed under this contract. The Contractor must make such materials available at its office at all reasonable times during the term of this contract, and for six years from the date of final payment under this contract, for inspection by the MAPO. Copies of such materials will be furnished to the MAPO upon one week notice during the term of this contract and for six years from the date of final payment under this contract.

B. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the State or Federal Government - (1) The MAPO and Contractor acknowledge and agree that, notwithstanding any concurrence by the State or Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the State or Federal Government, the State or Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the MAPO Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with State or Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Program Fraud and False or Fraudulent Statements or Related Acts - (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

All invoices submitted to the MAPO for payment shall include the following certification signed by the Contractor's Project Manager:

"I certify to the best of my knowledge the belief that this request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the project contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me and my employer to criminal or civil penalties for fraud, false statements, false claims, or otherwise."

D. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. §623, 42 U.S.C. §2000; 42 U.S.C. §6102, 42 U.S.C. §12112; 42 U.S.C. §12132, 49 U.S.C. §5332;

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FHWA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA, modified only if necessary to identify the affected parties.

E. BREACHES AND DISPUTE RESOLUTION

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

Performance During Dispute - Unless otherwise directed by the MAPO Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the MAPO and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Minnesota.

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

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of **Race-Gender Neutral (RGN)** has been established for this procurement.

- Responders are directed to read the DBE Special Provisions, as posted at <http://www.dot.state.mn.us/consult/index.html> under the Prof/Tech Notices section and attached as Appendix B. The DBE Special Provisions explains how to comply with the DBE requirements. In particular, see language regarding document(s) that a responder must submit with its proposal. The form required in the proposal can be found on page 12 of this document. To view a listing of certified DBE's, please contact the MnDOT Office of Civil Rights at 651-366-3073, TTY 651-282-5799, or visit their website at <http://www.dot.state.mn.us/civilrights>.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The

Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MAPO deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the MAPO. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the MAPO and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The Contractor must promptly notify MAPO, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MAPO.

G. PROCUREMENT OF RECOVERED MATERIALS

2 CFR §200.322

Procurement of Recovered Materials - The following requirements apply to the underlying contract:

The MAPO and the Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only item designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

H. DISCLAIMER

Disclaimer – For contracts funded with federal funds, all final documents produced under this contract shall include the following statement on the title page:

"The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation."

For contracts funded with federal and state funds, all final documents produced under this contract shall include the following statement on the title page:

"The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration, and the Minnesota Department of Transportation. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S. Department of Transportation or the Minnesota Department of Transportation. This report does not constitute a standard, specification, or regulation."

I. TERMINATION FOR CAUSE AND FOR CONVENIENCE

2 CFR Part 200, Appendix II(B)

Termination of Agreement - Either the Contractor or MAPO may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this Agreement in whole or in part. In the event of termination, all property and finished or unfinished documents and other writing prepared by the Contractor under this Agreement shall be delivered to MAPO and Contractor shall be entitled to compensation for time expended and expenses incurred to the date of termination.

J. CHANGES

Changes – Contractor shall at all times comply with all applicable State and Federal regulations, policies, procedures and directives. Contractor's failure to so comply shall constitute a material breach of this contract.

K. LOBBYING

Lobbying – Contracts for more than \$100,000 must require the contractor and any subcontractor(s) to file a lobbying certification. The funding threshold is based on the total contract award (i.e., prime and any subs).

L REMEDIES

2 CFR Part 200, Appendix II(A)

Remedies - Contracts for more than \$150,000 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.

M. CLEAN AIR AND CLEAN WATER

42 U.S.C. 7401 – 7671q.; 33 U.S.C. 1251-1387

Clean Air Act and Federal Water Pollution Control Act - Contracts for more than \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the FHWA and the Regional Office of the Environmental Protection Agency (EPA).

OTHER REQUIRED CONTRACT CLAUSES

The Contractor agrees to comply with the following additional requirements.

N. CONDITIONS OF PAYMENT

All services provided by the Contractor under this contract must be performed to the satisfaction of the MAPO and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Consultant will not receive payment for work found by the MAPO to be unsatisfactory or performed in violation of federal, state, or local law.

Appendix C: Required Affidavits and Certifications

Affidavit of Noncollusion Conflict of Interest Checklist and Disclosure Form Affirmative Action Certification Immigration Status Certification Certification of Restriction on Lobbying Certificate of Liability Insurance

DESCRIPTION OF REQUIRED FORMS

Affidavit of Noncollusion

Responders must complete the “Affidavit of Noncollusion” found in this Appendix and include it with the response. The successful responder will be required to submit acceptable evidence of compliance with workers' compensation insurance coverage requirements prior to execution of the Contract. The successful responder will be required to submit pre-award audit information and comply with audit standards.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to MAPO, or the successful responder's objectivity in performing the Contract work is or might be otherwise impaired, or the successful responder has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to MAPO, which must include a description of the action, which the successful responder has taken or proposes to take to avoid or mitigate such conflicts.

If an organization conflict of interest is determined to exist, MAPO may, at their discretion, cancel the Contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the contracting officer, MAPO may terminate the Contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve MAPO's rights. Responders must complete the “Conflict of Interest Checklist and Disclosure Form” and submit it along with the response, but not as a part of the response.

Affirmative Action Data

For all Contracts estimated to be in excess of \$100,000, responders are required to complete the “Affirmative Action Certification” page and include it with the response.

Immigration Status Certification

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security. *E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 of the Immigration Status Certification by completing the required form and submitting it with their proposal.

In addition, prior to the delivery of the product or initiation of services, vendors must obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

Restrictions on Lobbying

Contractors that apply or bid for an award of \$100,000 or more must completed the required certification that is will not and has not used Federally appropriated funds to pay any person or organization for influencing 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. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The offeror must submit the required form with their proposal.

Pursuant to Minnesota Statutes §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Standard of Performance, Insurance and Indemnity

All services to be performed by Contractor hereunder shall be performed in a skilled, professional and non-negligent manner. Contractor shall obtain and maintain at his/her/its cost and expense:

- a. **Comprehensive general liability insurance** that covers the consultant services performed by Contractor for MAPO with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).
- b. **Errors and omissions or equivalent insurance** that covers the contractor services performed by Contractor for MAPO with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).
- c. **Worker's compensation insurance** covering Contractor (if an individual) and all of Contractor's employees with coverages and limits of coverage required by law.

Contractor shall indemnify and hold harmless MAPO from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities and damages arising out of the performance of his/her/its services hereunder.

Contractor certifies that Contractor is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Contractor (if an individual) nor Contractor's employees and agents will be considered MAPO employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Contractor and any claims made by any third party as a consequence of any act or omission on the part of Contractor or any employee of Contractor are in no way MAPO's obligation or responsibility. By signing this Agreement, Contractor certifies that Contractor is in compliance with these laws and regulations.

Contractor shall deliver to MAPO, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. MAPO shall be named as additional insureds under such policy(ies). The insurer will provide at least thirty (30) days prior written notice to MAPO, without fail, of any cancellation, non-renewal, or modification of any the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to MAPO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Contractor shall provide MAPO with appropriate endorsements to its policy(ies) reflecting the status of MAPO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided MAPO by the insurance company providing such insurance policy to Contractor.

The Contractor shall require any subcontractor permitted by MAPO under Section 3 hereof to perform work for Contractor on the Project to have in full force and effect the insurance coverage required of the Contractor under this Agreement before any subcontractor(s) begin(s) work on the Project. Contractor shall require any such subcontractor to provide to Contractor a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Contractor and MAPO shall be named as additional insureds under such policies. The insurer will provide 30 day written notice to MAPO and Contractor, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to MAPO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. MAPO shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of MAPO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided MAPO by the insurance company providing such insurance policy(ies).

AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a

corporation);

2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this: _____ day of _____

Notary Public: _____

My commission expires: _____

CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

Purpose of this Checklist. This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted, however, the Disclosure of Potential Conflict of Interest form should be submitted in a separate envelope along with your proposal.

Definition of “Proposer”. As used herein, the word “Proposer” includes both the prime contractor and all proposed subcontractors.

Checklist is Not Exclusive. Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form. A proposer must complete the attached disclosure form and submit it with their Proposal. If a proposer determines a potential conflict of interest exists, it must disclose the potential conflict to MAPO; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. MAPO personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of MAPO.

Material Representation. The proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this Contract. MAPO reserve the right to cancel or amend the resulting contract if the successful proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts. MAPO recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. MAPO will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MAPO’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to MAPO. MAPO would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MAPO must follow statutory guidance on Organizational Conflicts of Interest.

Statutory Guidance. Minnesota Statutes §16C.02, subd. 10 (a) places limits on state agencies ability to contract with entities having an “Organizational Conflict of Interest”. For purposes of this checklist and disclosure requirement, the term “Vendor” includes “Proposer” as defined above. Pursuant to such statute, “Organizational Conflict of Interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering. The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules part 1805.0300) Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

An organizational conflict of interest may exist in any of the following cases:

- ☐ The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.
- ☐ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity’s interests are, or may be, adverse to the state’s interests with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on an MAPO project if a local government has also retained the proposer for the purpose of

persuading MAPO to stop or alter the project plans.

- ❑ The Contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the Contract.
- ❑ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this Contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this Contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the Contract when such work involves providing recommendations for right-of-way acquisition, access control, and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know or have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current MAPO employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former MAPO employees, or their immediate family members. **Comment:** this provision is not intended to supersede any MAPO policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- ❑ The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
- ❑ The proposer has, in previous work for the state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ❑ The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

_____ Determined that no potential organizational conflict of interest exists.

_____ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MAPO personnel.

Name

Phone

AFFIRMATIVE ACTION CERTIFICATION

If your response to this solicitation is or could be in excess of \$100,000.00, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR) -or- Has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. Proceed to Box C. Include a copy of your Certification with your response
- ☐ We do not have a current Certificate of Compliance; However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). If the date is the same as the response due date, indicate the time your plan was received: _____ (time). Proceed to Box C.

☐ We do not have a Certification of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to Box C. Contact the MDHR for assistance. (See below for contact information)

Please note: Certificates of Compliance must be issued by the MDHR. Affirmative Action Plans must be approved by the Federal government, a county or a municipality must still be received, reviewed and approved by the MDHR before a Certification can be issued.

BOX B – For those companies not described in BOX A

Check below

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: __ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663

Fax: (651) 296-9042

Toll Free: 800-657-3704

TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

IMMIGRATION STATUS CERTIFICATION

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000.00, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this Contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the Contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the Contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the Contract, and/or suspending or debaring the Contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Building, 50 Sherburne Avenue, St. Paul, Minnesota 55155

E-Mail: MMDHelp.Line@state.mn.us

Telephone: 651-296-2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1-800-627-3529

CERTIFICATION OF RESTRICTION ON LOBBYING

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the bidder/company named below that:

1. No Federal or state appropriated funds have been paid or will be paid by or on behalf of the bidder/company, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The bidder/company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
4. 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 Section 1352, Title 31, U.S. Code. 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 failure.

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____ / ____ / ____

_____(Title of authorized official)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Mankato/North Mankato Area Planning Organization Policy Board

(Alphabetical)

Tim Auringer – City of Eagle Lake

Jack Kolars – Nicollet County

Mike Laven – City of Mankato

Mark Piepho – Blue Earth County (chair)

Dan Rotchadl – Mankato Township

James Whitlock – City of North Mankato

Mankato/North Mankato Area Planning Organization Technical Advisory Committee

(Alphabetical)

Ronda Allis – MnDOT (District 7)

Paige Attarian – City of Skyline

Jennifer Bromeland – City of Eagle Lake

David Cowan– Minnesota State University, Mankato

Michael Fischer – City of North Mankato

Karl Friedrichs – Lime Township

Seth Greenwood – Nicollet County

Scott Hogen – Mankato Area Public Schools (District 77)

Jeff Johnson – City of Mankato

Mark Konz – City of Mankato

Open – Leray Township

Leroy McClelland – South Bend Township

Ed Pankratz – Mankato Township

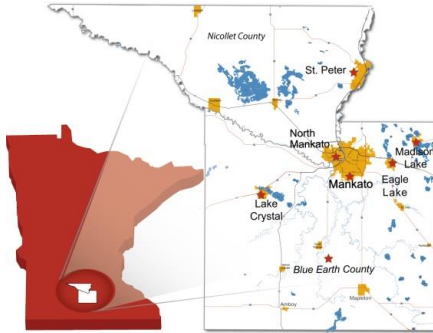
Craig Rempp – Mankato Transit System

Dan Sarff – City of North Mankato

Shawn Schloesser – Region Nine Development Commission

Craig Smith – Belgrade Township

Ryan Thilges – Blue Earth County



AGENDA RECOMMENDATION

Agenda Heading: Recommendation to adopt Mankato Transit System Safety Plan Targets No: 5.3

Agenda Item:

Recommendation to adopt Mankato Transit System Safety Plan Targets

Recommendation Action(s):

Recommendation to adopt Mankato Transit System Safety Plan Targets

Summary:

Per 23 CFR § 450.306(d)(3), MPOs are required to establish Public Transit Agency Safety Plan (PTASP) targets within 180 days after targets are established by their local transit operator. MPOs must either agree to support the transit operator's safety targets or establish targets specific to the MPO planning area. Mankato Transit's targets were adopted by the Mankato City Council on July 27, 2020. The targets are annual calendar year targets.

Once the MPO adopts the targets, the MPO must reflect those targets in the next update or amendment to the MTP and TIP (whichever occurs first). MPOs are not federally required to make annual updates of targets.

TIPs must include a narrative on the progress made toward meeting the PTASP targets and confirm that the previously adopted targets are still valid in the new TIP, if new targets are not established by the MPO and/or transit operator. A narrative is required to also be included in the LRTP/MTP upon adoption or amendment, whichever occurs first after the adoption of the PTASP targets.

Attachments:

PTASP information sheet

MAPO resolution adopting Mankato Transit PTASP targets

Mankato Transit PTASP plan

Mankato Transit System resolution adopting Mankato Transit PTASP targets

Public Transportation Agency Safety Plan Safety Performance Measures & Targets

The Moving Ahead for Progress in the 21st Century (MAP-21) Act instituted transportation performance management for state DOTs and MPOs to implement in the statewide and nonmetropolitan and metropolitan transportation planning processes. MAP-21 directed the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) to develop performance measures. State DOTs and MPOs are required to establish targets for each performance measure.

The National Public Transportation Safety Plan identified seven (7) safety performance measures (49 USC 5329, Subpart D, Public Transportation Safety Program for the Public Transportation Agency Safety Plan). The measures are:

- Number of Fatalities by Mode (Fixed v. Dial-A-Ride)
- Rate of Fatalities by Mode per Vehicle Revenue Mile
- Number of Injuries by Mode
- Rate of Injuries by Mode per Vehicle Revenue Mile
- Number of Safety Events per mode
- Rate of Safety Events by Mode per Vehicle Revenue Mile
- Miles between Major Mechanical Failures by Mode

State DOTs or the recipient (public transit operator) are required to establish targets by December 31, 2020. The targets are to be developed in coordination with the MPOs.

State DOTs or the recipient (public transit operator) must update their targets annually. A state is not required to develop a PTASP for a small transit operator (100 vehicles or less operated at peak service), if the operator notifies the state that the transit operator is going to develop their own PTASP. This is what is occurring in the State of Minnesota.

MnDOT met with the MPOs in spring 2020 and several times with 5307 transit operators. The Minnesota based 5307 transit operators decided to develop their own Public Transportation Agency Safety Plans and associated targets no later than December 31, 2020.

MPOs are required to establish targets within 180 days of their local transit operator establishing its Public Transportation Agency Safety Plan, per 23 CFR § 450.306(d)(3). MPOs may act earlier than the 180-day deadline. MPOs must either agree to support the transit operator's safety targets or establish targets specific to the MPO planning area. It's strongly encouraged that the MPOs and transit operator's coordinate to establish the performance measure targets prior to the adoption of the Public Transportation Agency Safety Plan. This is a part of coordination process described in the MOU between the transit operators, MnDOT, and the MPO.

Once the MPO has adopted the transit safety performance targets, the MPO must reflect those targets in the next update or amendment to the MTP and TIP (whichever occurs first) on or after July 20, 2021. As of July 20, 2021, all newly developed MTPs and TIPs must include the PTASP safety performance targets.

Although transit providers must review/update/certify their PTASPs annually, as required by FTA, after the initial targets are set and used in MTPs and TIPs, MPOs must review/update their PTASP targets based upon what they and the transit providers decide. At a minimum the MPO must update its targets only when they update the MTP, which is every 4 or 5 years depending upon air quality status. An MPO must revisit their PTASP targets when they update the system performance report that is part of an MTP Update. At that time, an MPO may choose to retain the targets or update them if they wish. MPOs are encouraged to coordinate with transit providers annually to discuss the PTASP and targets. But, MPOs are not federally required to make annual updates of targets.

TIPs must include a narrative on the progress made toward meeting the PTASP targets and confirm that the previously adopted targets are still valid in the new TIP, if new targets are not established by the MPO and/or transit operator. A narrative is required to also be included in the MTP upon adoption or amendment, whichever occurs first after the adoption of the PTASP targets. A narrative is encouraged, but not required, to be also included in the Transit Development Plan (TDP) upon update or amendment.

A reference for the MPO requirements regarding the PTASP can be found [HERE](#).

Revision History

- Initially developed September 2020 in coordination with MnDOT Office of Transit and Active Transportation (OTAT) and Federal Transit Administration (FTA).

RESOLUTION
OF THE MANKATO/NORTH MANKATO AREA PLANNING
ORGANIZATION (MAPO)

Adopting Mankato Transit System Public Transportation Agency Safety
Plan Performance Targets

Whereas, the U.S. Department of Transportation established seven performance measures per mode for the Public Transportation Agency Safety Plan (PTASP) as detailed in 49 USC 5329, Public transportation safety program;

Whereas, the Mankato Transit System established performance targets for each of the seven PTASP performance measures in accordance with 49 USC 5329; and

Whereas, metropolitan planning organizations (MPOs) have 180 days from receipt of the Mankato Transit System's performance targets to prepare their public transportation safety performance targets in accordance with 23 CFR 450.306(d); and

Whereas, MPOs establish PTASP targets by either agreeing to plan and program projects so that they contribute to the accomplishment of the Mankato Transit System's PTASP targets or, through coordination with the Mankato Transit System commit to a quantifiable PTASP target for the metropolitan planning area; and

Now, therefore, be it resolved, that the Mankato/North Mankato Area Planning Organization agrees to plan and program projects so that the projects contribute to the accomplishment of Mankato Transit System's PTASP targets for the following performance measures:

Mode of Transit Service	Fatalities (total)	Fatalities (per 100 thousand VRM)	Injuries (total)	Injuries (per 100 thousand VRM)	Safety Events (total)	Safety Events (per 100 thousand VRM)	System Reliability (VRM/failures)
Fixed Route Bus	0	0	5	1.564	7	2.190	9,500
ADA/Paratransit	0	0	1	2.005	1	2.005	68,500

Mankato/North Mankato Area Planning Organization

Mark Piepho, MAPO Policy Board Chair

Paul Vogel, MAPO Executive Director

Date: _____

Agency Safety Plan

Mankato Transit System

Adopted Date: 7-13-2020

Revised Date:

Accountable Executive: Craig Rempp

Final Draft 06/03/2020

Prepared by:



Date: June 3, 2020

SRF No. 10059

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Introduction

Document Organization

The Mankato Transit System Agency Safety Plan (ASP) fulfills the requirements of 49 U.S.C. 5329 and 49 Code of Federal Regulations (CFR) Part 673. To ensure that it meets these requirements, the sections following this introduction adhere to the sample structure provided by the Federal Transit Administration (FTA) in the [*Public Transportation Agency Safety Plan Template for Bus Transit*](#) (December 31, 2019).

Plan Development

Mankato Transit System drafted the Agency Safety Plan (ASP), with the assistance of SRF Consulting Group, Inc. The planning process ran from January 2020 through the approval of the plan by City of Mankato City Council on 13 July, 2020. During this process, meetings and correspondence with transit department staff provided opportunities for input and collaboration by staff at Mankato Transit.

Mankato Transit System Background

The Mankato Transit System is the public transit provider for the city of Mankato, Minnesota, and is a division of the city's Public Community Development Department. Mankato Transit directly operates both fixed route bus service and paratransit demand response bus service. Both these modes are covered in this Agency Safety Plan. The agency does not contract out transit services, nor does it provide transit services for other governmental entities. The FTA provides operating assistance to Mankato Transit through 5307 and 5337 funds, distributed through MnDOT.

Mankato Transit operates its fixed route service on weekdays from 6:33 AM to 10:00 PM, Saturdays from 10:00 AM to 5:30 PM, and on Sundays from 9:45 AM to 3:45 PM. The paratransit service operates during the same days and hours of service as the fixed route bus service.

The system's administrative and maintenance headquarters is located at 501 S Victory Dr, Mankato, MN, 56001. There are two main transfer locations, one in downtown at the corner of Cherry and Front streets, and one on the campus of Minnesota State University – Mankato. The transit system employs approximately 60 staff members, with a majority in safety sensitive positions.

The agency operates a fleet of 16 buses for fixed route service. This qualifies Mankato Transit as a small public transit provider for the purpose of this plan. Mankato Transit also has a fleet of six vans, which it operates for paratransit service. In 2018, these vehicles covered 369,561 revenue miles to provide 676,882 passenger trips, with an operating budget over \$2.8 million (National Transit Database, 2018).

The Mankato Transit ASP and Safety Management Systems

Moving Ahead for Progress in the 21st Century (MAP-21) granted the FTA the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. It provided an opportunity for FTA to assist transit agencies in moving towards a more holistic, performance-based approach in Safety Management Systems (SMS).

The Mankato ASP is organized according to SMS principles in accordance with the requirements of Part 673. SMS is a formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards, and consists of four primary elements:

Safety Management Policy: A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Risk Management: A process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Safety Assurance: A process within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Promotion: A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Figure 1: SMS Elements



1. Transit Agency Information

Table 1 provides an overview of Mankato Transit System contact information and relationship to the FTA.

Table 1: Transit Agency Information

Transit Agency Name	Mankato Transit System
Transit Agency Address	501 S Victory Dr, Mankato, MN, 56001
Name and Title of Accountable Executive	Craig Rempp, Superintendent of Transit
Name of Chief Safety Officer or SMS Executive	Todd Owens, Operations Supervisor
Modes of Service Covered by This Plan	Motor Bus (Fixed Route) and Demand Response (Paratransit)
All FTA Funding Types	5307 and 5337
Modes of Service Directly Provided by the Transit Agency	Motor Bus (Fixed Route) and Demand Response (Paratransit)
Does the agency provide transit services on behalf of another transit agency or entity?	No
Description of Arrangement(s)	N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service is Provided	N/A

Additional Contacts:

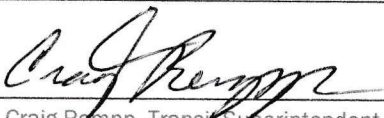
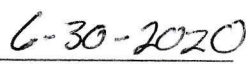
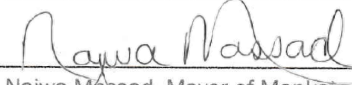
Mankato/North Mankato Area Planning Organization (MAPO)
10 Civic Center Plaza
Mankato, MN 56001
507-387-8389

Minnesota Department of Transportation
Office of Transit and Active Transportation
395 John Ireland Blvd
St. Paul, MN 55155
651-296-3000

2. Plan Development, Approval, and Updates

Table 2 documents the necessary approvals of this plan.

Table 2: Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	Mankato Transit System	
Signature by the Accountable Executive		
	Craig Rempp, Transit Superintendent	Date of Signature
Approval by the Board of Directors or an Equivalent Authority		7-27-2020
	Najwa Massad, Mayor of Mankato	Date of Approval
	Resolution on page 23	
Certification of Compliance		
	Minnesota Department of Transportation	Date of Certification
	Relevant Documentation (Title and Location)	

Version Number and Updates

As major revisions occur, the entire plan will be reproduced and distributed. For minor revisions, only the affected pages will be issued. Table 3 records the complete history of successive versions of this plan.

Table 3: Version Number and Updates

Version Number	Section/Pages Affected	Reason for Change	Date Issued
Rev. 0	Full Document	Initial ASP developed May 2020 by Mankato Transit	July 13, 2020

Annual Review and Update of the Agency Safety Plan

The Mankato Transit ASP, including the Safety Management Policy Statement, is reviewed on an annual basis to ensure it remains relevant and appropriate to the agency's safety objectives and safety performance targets, per § 673.11(a)(5). This review process, conducted in January of each calendar year, is completed by Mankato Transit's executive leadership. The Superintendent of Transit (Accountable Executive) and Operations Supervisor (Chief Safety Officer) sign the Safety Policy Statement to indicate approval and will submit it to the city council for review and approval.

In the event that the City of Mankato city council does not approve of the content of the agency's Safety Policy, the council and agency executive management will coordinate to revise the Safety Policy as needed and address any concerns while ensuring the ASP remains fully compliant with the requirements of 49 CFR Part 673.

Following the annual ASP review process completed beginning in January of each calendar year, Mankato Transit shares its ASP, including safety performance targets, with MnDOT and the Mankato/North Mankato Area Planning Organization (MAPO) after the final adoption by the city council.

Updates to the ASP will be recorded in the Version Number and Updates section, including a version history. All documentation shall be retained for a minimum of three years.

3. Safety Performance Targets

Clearly defined safety goals, objectives, and targets are key elements of Mankato Transit's policy and strategic planning. Goals are general descriptions of desirable long-term impacts, while objectives are more specific statements that define measurable results. Mankato Transit has established high-level goals and objectives that guide safety activities at the agency.

Table 4: Mankato Transit Safety Goals and Objectives

Goal 1: Mankato Transit will create a culture that supports employee safety and security and safe system operation (during normal and emergency conditions) through motivated compliance, rules and procedures, the appropriate use and operation of equipment, and an active safety promoting role for everyone in the organization

Objectives

Communicating the purpose and benefits of Safety Management Systems (SMS) to all staff, managers, supervisors, and employees.

Enhance safety input and feedback processes, including an Employee Safety Reporting Program

Increase employee safety training opportunities

Goal 2: Mankato Transit encourages safe system operation through identifying hazards, mitigating risk, and reducing occurrences

Objectives

Implement and maintain a hazard identification and risk assessment program, and based on the results of this program, establish a course of action for improving safety and reducing hazards

Achieve a level of safety performance that meets or exceeds the agency's established performance targets

The ASP specifies seven performance targets per mode, based on the safety performance measures established under the [National Public Transportation Safety Plan](#). They include:

- Fatalities: Total number of reportable fatalities and rate per total vehicle revenue miles
- Injuries: Total number of reportable injuries and rate per total vehicle revenue miles
- Safety Events: Total number of reportable events and rate per total vehicle revenue miles
- System Reliability: Average distance between major mechanical failures

Safety performance targets for Mankato Transit were based on the [FTA Safety Performance Targets Guide](#). The rates for injuries and events per 100,000 vehicle revenue miles were adjusted based on Mankato's 2018 vehicle revenue miles for fixed route (319,693 miles) and paratransit (49,868 miles). Once Mankato Transit has five years of ASP data, it will update the targets to reflect its own operating conditions. The targets for each mode are shown in Table 5.

Table 5: Safety Performance Targets

Mode of Transit Service	Fatalities (total)	Fatalities (per 100 thousand VRM)	Injuries (total)	Injuries (per 100 thousand VRM)	Safety Events (total)	Safety Events (per 100 thousand VRM)	System Reliability (VRM/failures)
Fixed Route Bus	0	0	5	1.564	7	2.190	9,500
ADA/Paratransit	0	0	1	2.005	1	2.005	68,500

In describing these categories, the definitions for “major” and “minor” from the National Transit Database (NTD) are as follows:

Reportable Event (Major)

A safety or security event occurring on transit right-of-way or infrastructure, at a transit revenue facility, or at a transit maintenance facility during a transit related maintenance activity or involving a transit revenue vehicle that results in one or more of the following conditions:

- A fatality confirmed within 30 days of the event
- An injury requiring immediate medical attention away from the scene for one or more person
- Property damage equal to or exceeding \$25,000
- Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle
- An evacuation for life safety reasons

Non-Major Summary Incident/Event (Minor)

Less severe incidents or events that do not meet the requirements of Reportable Events:

- Other safety occurrences not otherwise classified (injuries); and
- Fires

Major mechanical system failures, as defined by the NTD, are those that limit actual vehicle movement or create safety issues. This includes but is not limited to failures involving:

- Brakes
- Doors
- Engine cooling systems
- Steering, axles, and suspension

Minor mechanical system failures are failures of some other mechanical element of the revenue vehicle not caused by a collision, natural disaster, or vandalism, but that, because of local agency policy, prevent the revenue vehicle from completing a scheduled revenue trip or from starting the

next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. They include but are not limited to issues involving:

- Fareboxes
- Wheelchair lifts
- Heating, ventilation, and air conditioning (HVAC) systems

Safety Performance Target Coordination

Following the annual ASP review process completed beginning in January of each calendar year, Mankato Transit shares its ASP, including safety performance targets, with MnDOT and the Mankato/North Mankato Area Planning Organization (MAPO) after the final adoption by the City Council. Performance targets are made available to the State and MPO to aid in the planning process, in accordance with § 673.15(a) and § 673.15(b). Dates of transmission are shown in Table 6.

Table 6: Safety Performance Target Coordination

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	Minnesota Department of Transportation	
Targets Transmitted to the MPO	MPO Name	Date Targets Transmitted
	Mankato/North Mankato Area Planning Organization (MAPO)	

4. Safety Management Policy

Safety Management Policy Statement

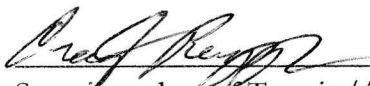
Safety is always a priority for Mankato Transit, as it is an issue affecting every aspect of public transportation in Mankato. Identifying and addressing potential threats and hazards can save lives, reduce injuries and lower costs. Mankato Transit commits staff time for inspections, encourages safety hazard reporting, and provides all staff with safety training materials and workshops.

The Agency Safety Plan, structured around the Safety Management Systems (SMS) framework, outlines the process used by our agency to make informed decisions appropriate for our operations, passengers, employees and community regarding the development and implementation of a comprehensive safety program. Mankato Transit management is fully committed to the following safety objectives:


- Communicating the purpose and benefits of Safety Management Systems (SMS) to all staff, managers, supervisors, and employees.
- Enhance safety input and feedback processes, including an Employee Safety Reporting Program
- Increase employee safety training opportunities
- Implement and maintain a hazard identification and risk assessment program, and based on the results of this program, establish a course of action for improving safety and reducing hazards
- Achieve a level of safety performance that meets or exceeds the agency's established performance targets

Providing a culture of open reporting of all safety concerns, ensuring the Employee Safety Reporting Program (ESRP) established within this plan allow all employees to report safety hazards to senior management without concern of retribution. Except in the instance of willful safety rule violations as defined in the Employee Handbook, Mankato Transit employees reporting safety hazards via the methods established in this plan shall not be subject to disciplinary action.

The development and use of this ASP by Mankato Transit is an integral part of our proactive program to ensure the safety of our employees, passengers, communities, state, and nation. This ASP meets the safety standards we have set for our own agency and is consistent with the expectations of MnDOT and the FTA.


Superintendent of Transit / Accountable Executive

6-30-2020
Date


Mayor, City of Mankato

7-27-2020
Date

Safety Management Policy Communication

Per § 673.23(c) and § 673.29(b), the Mankato Transit Safety Policy is communicated throughout the organization via two primary methods. First, the Safety Policy Statement is included in the Mankato Transit Employee Handbook, which is available to all personnel. Second, staff can access the complete Mankato Transit ASP in both hard copy at the main office and digitally via servers. In addition to these methods, all employees are familiarized with the agency's safety programs during onboarding and employee orientation.

Progress toward achievement of the safety performance objectives, targets, and indicators is communicated throughout the agency via annual management updates to agency personnel. The Operations Supervisor (Chief Safety Officer) ensures that numerical objectives, targets, and indicators are posted along with bulletins or other internal media to report on progress toward achievement of targets and indicators.

Authorities, Accountabilities, and Responsibilities

Table 7 gives an overview of staff responsibilities at Mankato Transit for the ASP development, implementation, and management.

Table 7: ASP Staff Tasks and Responsibilities

Role	Responsibilities
Accountable Executive (Superintendent of Transit)	<ul style="list-style-type: none">• Controls and directs human and capital resources needed to develop and maintain the ASP and SMS• Designates an adequately trained Chief Safety Officer who directly reports to the accountable executive• Ensures that Mankato Transit's SMS is effectively implemented• Ensures action is taken to address substandard performance in Mankato Transit's SMS• Assumes ultimate responsibility for carrying out Mankato Transit's ASP and SMS• Maintains responsibility for carrying out the agency's Transit Asset Management Plan
Chief Safety Officer (Operations Supervisor)	<ul style="list-style-type: none">• Develops Mankato Transit's ASP and SMS policies, procedures, and objectives• Ensures and oversees day-to-day implementation and operation of Mankato Transit's SMS.• Manages Mankato Transit's Employee Safety Reporting Program (ESRP)• Chairs the Mankato Transit's Safety Committee<ul style="list-style-type: none">○ Coordinates the activities of the committee○ Establishes and maintains Mankato Transit's Safety Hazard Identification and Risk Assessment Log to monitor and analyze trends in hazards, occurrences, incidents, and accidents○ Maintains and distributes minutes of committee meetings• Advises the Accountable Executive on SMS progress and status• Identifies substandard performance in Mankato Transit's SMS and develops action plans for approval by the Accountable Executive• Ensures Mankato Transit's policies are consistent with Mankato Transit's safety objectives• Provides Safety Risk Management (SRM) expertise and support for other Mankato

Role	Responsibilities
	<p>Transit personnel who conduct and oversee Safety Assurance activities</p> <ul style="list-style-type: none"> • Develops and tracks ASP performance targets • Developing standard operating procedures related to employee safety duties • Provides safety and security related training • Develops and maintains an effective incident notification and reporting system • Supports and communicates safety as the top priority to all employees
Agency Leadership (Maintenance, Planning, Human Resources, Dispatch, Procurement)	<ul style="list-style-type: none"> • Participate as members of Mankato Transit's Safety Committee • Complete training on SMS and Mankato Transit's ASP elements. • Have full knowledge of all standard and emergency operating procedures • Oversee day-to-day operations of the SMS in their departments • Ensure that drivers and staff make safety the primary focus when on the job • Modify policies in their departments consistent with implementation of the SMS, as necessary • Provide subject matter expertise to support implementation of the SMS as requested by the Accountable Executive or the Chief Safety Officer, including SRM activities, investigation of safety events, development of safety risk mitigations, and monitoring of mitigation effectiveness
Administrative Staff	<ul style="list-style-type: none"> • Ensure all pre-employment screening processes are carried out effectively • Educate employees on employee safety policy and procedure • Ensure that all training materials adopted by Mankato Transit are current and reflect the best practices established by the transit industry • Be familiar with Mankato Transit Employee Manual and Procedures
Bus Operators and Maintenance Staff	<ul style="list-style-type: none"> • Report all safety events/issues to agency dispatch • Complete all necessary safety-related reports • Report vandalism • Be familiar with Mankato Transit Employee Manual and Procedures

Unless otherwise specified, document control for SMS-related items is maintained by the Superintendent of Transit and the Chief Safety Officer. In the event of organizational changes impacting the SMS, the Superintendent of Transit and Chief Safety Officer coordinate to ensure that SMS documentation is updated as needed.

Mankato Transit will maintain documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this ASP; and the results from its SMS processes and activities for three years after creation. They will be available to the FTA or other Federal or oversight entity upon request.

Employee Safety Reporting Program

Mankato Transit is committed to providing a safe work environment for employees and visitors and for responsible operations on the streets of Mankato. To achieve this, it is imperative that Mankato Transit employees have convenient and available means to report incidents and occurrences which may compromise the safe conduct of Mankato Transit operations. To this end, every employee and contractor is responsible for the communication of any information that may affect the integrity of transit safety.

Mankato Transit established safety reporting processes which allow all employees to report safety hazards to senior management without fear of retribution. Except in the instance of willful safety rule violations as defined in the Employee Handbook (Chapter 17), Mankato Transit employees reporting safety hazards shall not be subject to disciplinary action.

Mankato Transit will not take disciplinary action against any employee who discloses an incident or occurrence involving transit safety. This policy shall not apply to information received by Mankato Transit from a source other than the employee, or which involves an illegal act, or a deliberate or willful disregard of promulgated regulations or procedures. Safety conditions can be reported by employees through:

- Reporting conditions directly to the dispatcher, who will add them to the daily Operations Log
- Reporting conditions anonymously via a locked comment box in the driver area
- Report conditions directly to any supervisor, manager, or director verbally or in written form

Examples of information typically reported include:

- Safety concerns in the operating environment (for example, county or city road conditions or the condition of facilities or vehicles)
- Policies and procedures that are not working as intended (for example, insufficient time to complete pre-trip inspection)
- Events that senior managers might not otherwise know about (for example, near misses)
- Information about why a safety event occurred (for example, radio communication challenges)

The Chief Safety Officer, supported by the Safety Committee, as necessary, will review and address each employee report, ensuring that hazards and their consequences are appropriately identified and resolved through the SMS process and that reported deficiencies and non-compliance with rules or procedures are managed through the Safety Assurance process. The Chief Safety Officer follows up directly with the employee after the safety risk management process and after any mitigations may have been implemented.

The Mankato Transit method of collection, recording and disseminating information obtained from transit safety reports has been developed to protect, to the extent permissible by law, the identity of any employee who provides transit safety information.

5. Safety Risk Management

Safety Risk Management Process

Risk management begins with the process of hazard assessment: the application of technical, engineering, and managerial skills to the systematic, forward-looking identification and control of naturally and unintentionally caused hazards and associated risks. This approach focuses on the prevention or control of hazards in a systematic manner. The goal is to reduce the risk of identified hazards to the lowest practical level through the most effective use of resources. This process helps assure that hazards are identified and translated into risks, which are then analyzed, assessed, prioritized, and tracked to resolution or closure.

The Safety Risk Management (SRM) process applies to all elements of the system including operations and maintenance; facilities and vehicles; and personnel recruitment, training, and supervision. In carrying out the SRM process, Mankato Transit uses the following terms:

- Event – Any accident, incident, or occurrence
- Hazard – means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment
- Risk – Composite of predicted severity and likelihood of the potential effect of a hazard.
- Risk Mitigation – Method(s) to eliminate or reduce the effects of hazards
- Consequence – means the potential outcome(s) of a hazard

Safety Hazard Identification

Mankato Transit established formal requirements for proactive identification of hazards, per § 673.25(b). The primary methods used to identify hazards and threats to the transit system are the collection of historical data and incident reports submitted by drivers and supervisors. Mankato Transit also utilizes information provided by federal and state agencies, including the FTA and MnDOT, and local law enforcement to identify hazards and threats.

Potential sources regularly reviewed for hazard information include, but are not limited to, the following:

Table 8: Hazard Identification Sources

Hazard Information Source	Responsibility	Review Frequency
Markout list	Maintenance Supervisor, Operations Supervisor	Daily
Dispatcher daily log	Operations Supervisor, Superintendent of Transit	Daily
Maintenance shift reports	Maintenance Supervisor	Daily
Facility inspection or walkaround reports	Maintenance Supervisor, Superintendent of Transit	Weekly

Hazard Information Source	Responsibility	Review Frequency
Safety Committee meeting reports	Operations Supervisor, Superintendent of Transit, Planner	Monthly
Statistical reports / historical data – safety performance indicators	Superintendent of Transit, Planner	Annually
Mankato Transit Maintenance Plan Inspections Checklist	Operations Supervisor, Lead Driver	Annually
Internal and external audits and inspections (including FTA and MnDOT audits and inspections)	Superintendent of Transit, Planner	As needed
Passenger/public customer service reports	Superintendent of Transit, Planner	As needed
Incident/accident reports	Operations Supervisor	As needed
Information from public safety officials, local governments, and other major Mankato Transit stakeholders	Superintendent of Transit, Planner	As needed
Employee safety reports to supervisors or management	All	As needed
Review of video camera footage	Operations Supervisor	As needed
Result of training assessment	Operations Supervisor	As needed

The Mankato Transit management team may document these hazards in the agency's Hazard Identification and Risk Assessment Log for long-term tracking and mitigation.

The number of near-miss incidents, known as precursors, is significantly greater than the number of accidents for comparable types of events. The practice of reporting and learning from accident precursors is a valuable complement to other hazard identification practices. To be successful, hazard identification must take place within a non-punitive and just safety culture.

The agency's primary means for facilitation of the Safety Risk Management process, including regular review of hazard reports, is the agency-wide Safety Committee meeting, a monthly meeting during which representatives from executive management, operations, and maintenance discuss new and existing hazard items. Key roles and responsibilities within the Safety Committee are shown in Table 9.

Table 9: Safety Committee Responsibilities

Position	Responsibility
Superintendent of Transit	<ul style="list-style-type: none"> Facilitate meetings Provide information on the status of key safety-related actions and mitigations
Operations Supervisor (Chief Safety Officer)	<ul style="list-style-type: none"> Coordinate updates to Hazard identification and Risk Assessment Log Delegate and track action items
Maintenance Supervisor, Lead Drivers	<ul style="list-style-type: none"> Report concerns from frontline operations and maintenance employees

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM process (with or without the full Safety Committee) for safety risk assessment and mitigation. This means that the Chief Safety Officer believes immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment that would constitute a violation of Environmental Protection Agency or Minnesota environmental protection standards. Otherwise, the Safety Committee will prioritize hazards for further SRM activity. Management familiarizes contract workers with safety reporting program parameters and hazard identification/reporting requirements on an as-needed basis.

Safety Risk Assessment

Mankato Transit conducts an analysis and evaluation process for all reported hazards to ensure hazards are managed in order of their priority to the agency. The first factor considered is risk, which can be understood as the composite of a hazard's predicted severity and likelihood. Severity means the anticipated effects of a consequence, should it materialize, considering the worst credible condition. Likelihood means the probability that hazard consequences might occur, considering the worst foreseeable condition.

The Chief Safety Officer and Safety Committee assess prioritized hazards using the Risk Assessment Matrix. This matrix expresses assessed risk as a combination of one severity category and one likelihood level, also referred to as a hazard rating. If the risk level is acceptable, the hazard will simply need monitoring. If the risk level is unacceptable, steps will be taken by Mankato Transit to lower the risk to an acceptable or tolerable level, or to remove or avoid the hazard.

During Safety Committee meetings, Mankato Transit's superintendent of transit and operations supervisor review and discuss new hazards in consultation with operations and maintenance leadership and frontline personnel. They may also consult with subject matter experts and federal and state bodies as necessary. The Chief Safety Officer coordinates each of these steps to ensure that the agency has appropriately considered all human factors, environmental factors, supervision elements, and organizational elements when analyzing hazards.

Rating System

To organize and prioritize identified hazards, Mankato Transit defines severity according to the following scale:

- Catastrophic – I: Conditions are such that human error, environment, design deficiencies, element, subsystem or component failure, or procedural deficiencies may commonly cause death or major system loss and require immediate termination of the unsafe activity or operation.
- Critical – II: Conditions are such that human error, environment, design deficiencies, element, subsystem or component failure or procedural deficiencies may commonly cause severe injury or illness or major system damage and require immediate corrective action.

- Marginal – III: Conditions may commonly cause minor injury or illness or minor systems damage such that human error, environment, design deficiencies, subsystem or component failure or procedural deficiencies can be counteracted or controlled without severe injury, illness or major system damage
- Negligible – IV: Conditions are such that personnel error, environment, design deficiencies, subsystem or component failure or procedural deficiencies will result in no, or negligible illness, injury or system damage.

The categorization of hazards is consistent with risk-based criteria for severity: it reflects the principle that not all hazards pose an equal amount of risk to safety.

Hazard likelihood is defined as the probability that a specific hazard will occur during a range of revenue hours. Mankato Transit defines likelihood according to the following scale:

- Frequent – A: Likely to occur often. MBTE* less than 1,000 operating hours
- Likelihood – B: Will occur several times. MBTE between 1,000 and 100,000 operating hours
- Occasional – C: Likely to occur sometime in the life of an item. MBTE between 100,000 and one million operating hours
- Remote – D: Unlikely but possible to occur in the life of an item. MBTE between one and ten million operating hours
- Improbable – E: So unlikely, it can be assumed occurrence may not be experienced. MBTE over ten million

*MBTE – Mean Time Between Events. Mankato operated approximately 100 hours of revenue service daily in 2018.

Mankato Transit determines the overall risk presented by each hazard using a composite measurement of the hazard severity and likelihood according to hazard risk matrix shown in Table 10. The matrix is broken down into the categories of High, Medium, and Low. This standardized hazard analysis matrix will assist the Safety Committee to focus first on the most serious safety hazards requiring resolution. Hazards identified as “High” will require the Safety Committee to further evaluate the potential consequence/condition and identify a mitigation strategy. A “Moderate” rating in the matrix indicates that countermeasures should be implemented, if possible, within fiscal constraints. A “Low” rating means that the risk may be accepted by Mankato Transit without providing any countermeasures.

Table 10: Risk Assessment Matrix

Frequency of Occurrence	Hazard Categories			
	I Catastrophic	II Critical	III Marginal	IV Negligible
(A) Frequent	H (I-A)	H (II-A)	H (III-A)	M (IV-A)
(B) Likelihood	H (I-B)	H (II-B)	M (III-B)	L (IV-B)
(C) Occasional	H (I-C)	M (II-C)	L (III-C)	L (IV-C)
(D) Remote	M (I-D)	L (II-D)	L (III-D)	L (IV-D)
(E) Improbable	M (I-E)	L (II-E)	L (III-E)	L (IV-E)

Hazard Risk Index	Risk Decision Criteria	
■ I-A, I-B, I-C, II-A, II-B	High (H)	Hazard must be mitigated.
■ I-D, I-E, II-C, III-A, III-B, IV-A	Medium (M)	Hazard should be mitigated if possible, within fiscal constraints.
■ II-D, II-E, III-C, III-D, III-E, IV-B, IV-C, IV-D, IV-E	Low (L)	Hazard is acceptable with review by management.

Safety Risk Mitigation

The Accountable Executive and Chief Safety Officer review current methods of safety risk mitigation and establish methods or procedures to mitigate or eliminate safety risk associated with specific hazards based on recommendations from the Safety Committee. Mankato Transit can reduce safety risk by reducing the likelihood and/or severity of potential consequences of hazards.

The Chief Safety Officer ensures that safety risk mitigations and associated mitigation plans are recorded in the Hazard Identification and Risk Assessment Log (Chapter 8).

Hazard Tracking & Recordkeeping

The Hazard Identification and Risk Assessment Log (Chapter 8) serves as a unified repository for all data and information related to the proactive and reactive identification of hazards, as well as the results of the hazard analysis process and any corrective actions developed under the safety risk mitigation process. Information in the log related to hazards identified by agency personnel includes, but is not limited to, the following categories:

- Risk Type
- Risk Description
- Current Measures to Reduce Risk
- Risk Likelihood
- Risk Rating Severity
- Hazard Risk Index Value
- Further Action Required to Reduce Risk
- Staff Responsibility

Management and frontline employees review open hazards in the Hazard Identification and Risk Assessment Log during Safety Committee meetings as a standing agenda item or separately on an as-needed basis, updating the status of corrective or mitigating measures for open hazards and documenting when hazards have been verified as closed.

Mitigation Actions

In general, Mankato Transit will take the following safety actions to mitigate risk. These actions can be categorized into three broad categories, including:

Physical Defenses:

These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events (e.g. traffic control devices, fences, safety restraining systems, transit controls/signals, transit monitoring systems, etc.).

Administrative Defenses:

These include procedures and practices that mitigate the likelihood of accident/incident (e.g. safety regulations, standard operating procedures, personnel proficiency, supervision inspection, training, etc.).

Behavioral Defenses:

These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of the agency.

6. Safety Assurance

Through our Safety Assurance process, Mankato Transit:

- Evaluates compliance with operations and maintenance procedures to determine whether existing rules and procedures are sufficient to control our safety risk
- Assesses the effectiveness of safety risk mitigations to make sure the mitigations are appropriate and are implemented as intended
- Investigates safety events to identify causal factors
- Analyzes information from safety reporting, including data about safety failures, defects, or conditions.

Safety Performance Monitoring and Measurement

Performance measurement is the regular systematic collection, analysis and reporting of data that track resources used, work produced and whether specific outcomes were achieved. It is a tool to quantify and improve performance, and engage and communicate with Mankato Transit staff and external stakeholders. The two core functions of performance measurement include monitoring and evaluating progress.

Compliance Monitoring

Mankato Transit collects a variety of information and data via safety performance monitoring activities which it examines for hazards and safety trends. Mankato Transit reviews:

- Safety audits
- Informal inspections
- Regular review of onboard camera footage
- Safety surveys
- ESRP
- Investigation of safety occurrences
- Safety review to the launch or modification of any facet of service
- Daily data gathering and monitoring of data related to the delivery of service
- Regular vehicle inspections and preventative maintenance

During the annual ASP review process, the Superintendent of Transit and Chief Safety Officer review data produced via safety performance monitoring activities as an input for updates to the numerical performance targets and objectives in the agency's Safety Policy. If a willful violation of safety rules or a hazard requiring executive management intervention is discovered, it is reported immediately to the Superintendent of Transit.

The Superintendent of Transit and Chief Safety Officer are closely involved in safety performance monitoring activities at every process level, and managers regularly report out on the results of frontline employee evaluations to the full executive team.

Supervisors within the operations and maintenance functions directly monitor compliance with safety procedures. For example, facility walkarounds include an inspection of shop areas, parts storage, the maintenance facility bus wash, and vehicle storage to evaluate safety rules compliance and shop safety practices. Operations personnel are observed on periodic ride-alongs.

Results from the processes are compared against recent performance trends quarterly and annually by the Chief Safety Officer to determine where action needs to be taken. The Chief Safety Officer enters any identified non-compliant or ineffective activities, including mitigations, back into the SMS process for reevaluation by the Safety Committee.

Mitigation Monitoring

During the annual ASP review and update, executive managers review records produced during Safety Risk Management activities and discuss the results of the program over the previous year to evaluate the effectiveness of the agency's Safety Risk Management process. This review process extends to safety risk evaluation records, hazard identification and analysis practices, the corrective action plan process, and reviews of the Hazard Identification and Risk Assessment Log during Safety Committee meetings, to ensure that all aspects of the process are functioning effectively and that hazards are properly identified and mitigated.

If the mitigation is not implemented or performing as intended, the Safety Committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The Chief Safety Officer will approve or modify this proposed course of action and oversee its execution.

The Chief Safety Officer also monitors Mankato Transit's operations on a large scale to identify mitigations that may be ineffective, inappropriate, or not implemented as intended by:

- Reviewing results from accident, incident, and occurrence investigations
- Monitoring employee safety reporting
- Reviewing results of internal safety audits and inspections
- Analyzing operational and safety data to identify emerging safety concerns

The Chief Safety Officer works with the Accountable Executive to carry out and document all monitoring activities.

Investigations of Causal Factors

Mankato Transit maintains documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event. Mankato Transit is committed to using the data collected and information learned to inform decision making and continuously improve future safety management system hazard mitigation practices. Mankato Transit collects and

regularly reviews data related to passenger injuries and claims, passenger complaints, employee injuries, and accidents; hazards and trends are periodically identified using data from these sources. Specific procedures for conducting safety event investigations include:

- The Chief Safety Officer conducts or monitors incident/mishap response and investigations to assess trends
- Major accidents, incidents, and hazards may also be documented in formal investigation reports and supporting documents maintained separately by Mankato Transit but referenced in the Hazard Identification and Risk Assessment Log
- Senior staff is trained on reportable events and completing incident reports. Pictures will be taken in the occurrence of an incident
- Incident reports are used to identify potential hazards and are analyzed in the risk assessment matrix

The Chief Safety Officer maintains all documentation of Mankato Transit's investigation policies, processes, forms, checklists, activities, and results. An investigation report is prepared and sent to the Safety Committee for integration into their analysis of the event, which determines whether:

- The accident was preventable or non-preventable
- Personnel require discipline or retraining
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event
- The accident appears to involve underlying organizational causal factors beyond just individual employee behavior

The Safety Committee communicates significant accident and incident investigation outcomes and lessons learned to appropriate employee groups; bulletins and retraining/familiarization for larger groups of impacted frontline personnel may also be used. In order to communicate the results of Safety Committee meetings to employees who do not attend, the Chief Safety Officer ensures that meeting minutes and action items are posted in a publicly visible location and available to all frontline employees.

Internal Reporting Monitoring

The Chief Safety Officer and Safety Committee routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer and Safety Committee ensure that the concerns are investigated or analyzed through the SMS process.

The Chief Safety Officer and Safety Committee also review internal and external reviews, including audits and assessments, with findings concerning Mankato Transit's safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.

7. Safety Promotion

Mankato Transit believes safety promotion is critical to the success of SMS by ensuring that the entire organization fully understands and trusts the SMS policies, procedures, and structure. It involves establishing a culture that recognizes safety as a core value, training employees in safety principles, and allowing open communications of safety issues.

Competencies and Training

Mankato Transit maintains and implements a safety management training program to ensure employees and any contract personnel occasionally working for Mankato Transit are trained and competent to perform their SMS duties, per § 673.29(a). This training consists of several steps, including pre-employment screening of job-related skills for certain positions, new employee orientation (NEO), on-the-job training (OJT), and an ongoing process of refresher and refamiliarization training for current employees. All employees are trained in areas including accidents and incidents, organizational infrastructure, hazardous materials, and terrorism-related threats to transit.

Safety Training for All Staff

- Basic principles of safety management including the integrated nature of SMS, risk management, and safety culture
- Corporate safety goals and objectives, safety policy, and safety standards
- Importance of complying with the safety policy and SMS procedures, and the approach to disciplinary actions for different safety issues
- Organizational structure, roles and responsibilities of staff in relation to safety
- Mankato Transit safety record, including areas of systemic weakness
- Requirement for ongoing internal assessment of organization safety performance (e.g. employee surveys, safety audits, and assessments)
- Reporting accidents, incidents, and perceived hazards
- Lines of communication to supervisors
- Safety promotion and information dissemination.

Operations Training

Operations safety-related skill training includes the following:

- New-hire bus vehicle operator classroom and hands-on skill training
- Bus vehicle operator refresher training
- Bus vehicle operator retraining (recertification or return to work)
- Classroom and on-the-job training for dispatchers
- Classroom and on-the-job training for operations supervisors and managers

- Accident investigation training for operations supervisors and managers

Maintenance Training

Vehicle maintenance safety-related skill training includes the following:

- Ongoing vehicle maintenance technician skill training
- Ongoing skill training for vehicle maintenance supervisors
- Accident investigation training for vehicle maintenance supervisors
- Ongoing hazardous material training for vehicle maintenance technicians and supervisors
- Training provided by vendors

Management and Supervisor Training

Management-level training is delivered through staff meetings and can include videos covering safety training topics or other safety-focused material. Management personnel participate in outside training courses on topics including the National Incident Management System (NIMS) and Incident Command System (ICS). Executive managers also participate in SMS-related training coursework offered by FTA to ensure that they are sufficiently trained to carry out their SMS responsibilities.

Safety Communication

The Chief Safety Officer coordinated Mankato Transit's safety communication activities for the SMS. The activities focus on the three categories of communication activity established in 49 CFR Part 673 (Part 673):

- **Communicating safety and safety performance information throughout the agency:** Mankato Transit communicates information on safety and safety performance in newsletters and during All-Staff Meetings. Mankato Transit also has a permanent agenda item in all Drivers' Meetings dedicated to safety. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact Mankato Transit's service or safety performance, and updates regarding SMS implementation. Finally, the Chief Safety Officer posts safety bulletins and flyers on the bulletin boards located in all bus operator and maintenance technician break rooms, advertising safety messages and promoting awareness of safety issues.
- **Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency:** As part of new-hire training, Mankato Transit distributes safety policies and procedures, included in the Employee Handbook, to all employees. Mankato Transit provides training on these policies and procedures and discusses them during safety talks between supervisors and bus operators and vehicle technicians. For newly emerging issues or safety events at the agency, the Chief Safety Officer issues bulletins or messages to employees that are reinforced by supervisors in one-on-one or group discussions with employees.

- **Informing employees of safety actions taken in response to reports submitted through the ESRP:** Mankato Transit provides targeted communications to inform employees of safety actions taken in response to reports submitted through the ESRP, including handouts and flyers, safety talks, updates to bulletin boards, and one-on-one discussions between employees and supervisors.

Sustaining a Safety Management System

To sustain a safety management system, Mankato Transit will ensure that processes are employed to build an organizational foundation. Actions taken to sustain SMS include:

- **Create a measurement-friendly culture:** All staff, including department heads, should be actively engaged in creating measurement-friendly culture by promoting performance measurement as a means of continuous improvement. Senior managers will also lead by example and utilize performance metrics in decision making processes.
- **Build organizational capacity:** Investment in developing skilled human resources capacity is essential to sustaining an SMS. Both technical and managerial skills will be needed for data collection and analysis and setting goals. Managing staff and the governing board will commit the financial resources required for organizational capacity and maintaining an SMS on a continuous basis.
- **Reliability and transparency of performance results:** The SMS will be able to produce and report its results, both good and bad. Performance information should be transparent and made available to all stakeholders. Messengers should be protected to preserve the integrity of the measurement system. The focus should be on opportunities for improvement rather than allocating blame.
- **Demonstrate continuous commitment to measurement:** Visible commitment to using metrics is a long-term initiative. Mankato Transit will demonstrate a commitment to performance measurement by establishing a formal process of reporting performance results, such as including transit safety and performance measurement as a standing agenda item at Transit Advisory Board meetings and provide relevant information to the MPO.

8. Additional Information

Supporting Documentation

Mankato Transit will maintain documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this ASP; and the results from its SMS processes and activities for three years after creation. They will be available to the FTA or other Federal or oversight entity upon request.

City Council Resolution




State Certification

Risk Assessment Matrix

System Level Vulnerability Risk Assessment Matrix for Mankato Transit

501 S Victory Dr, Mankato, MN, 56001 and its Operational Environment

Frequency of Occurrence	Hazard Categories			
	I Catastrophic	II Critical	III Marginal	IV Negligible
(A) Frequent	H (I-A)	H (II-A)	H (III-A)	M (IV-A)
(B) Likelihood	H (I-B)	H (II-B)	M (III-B)	L (IV-B)
(C) Occasional	H (I-C)	M (II-C)	L (III-C)	L (IV-C)
(D) Remote	M (I-D)	L (II-D)	L (III-D)	L (IV-D)
(E) Improbable	M (I-E)	L (II-E)	L (III-E)	L (IV-E)

Hazard Risk Index	Risk Decision Criteria	
 I-A, I-B, I-C, II-A, II-B	High (H)	Hazard must be mitigated.
 I-D, I-E, II-C, III-A, III-B, IV-A	Medium (M)	Hazard should be mitigated if possible, within fiscal constraints.
 II-D, II-E, III-C, III-D, III-E, IV-B, IV-C, IV-D, IV-E	Low (L)	Hazard is acceptable with review by management.

Hazard Identification and Risk Assessment Log

The Hazard Identification and Risk Assessment Log shown can be used to provide a record of the identified hazards and the actions that should be taken. The recommended action must be addressed by a specified individual, typically the appropriate manager responsible for addressing that particular risk, and a target date for completion must be given. Entries in the log should not be cleared until the required action is completed. The hazard log and action completion records should be retained for three years by the Chief Safety Officer.

Completed By: _____ Date: _____

Risk Type	Risk Description	Current Measures to Reduce Risk	Risk Likelihood	Risk Rating Severity	Hazard Risk Index Value	Further Action Required to Reduce Risk	Staff Responsibility
Human Error	Non-compliance with agency maintenance protocol	Minimum competency requirements Effective safety culture in agency (maintenance department) Effective task planning Availability of procedures Procedure reviews and simplification into tasks Recurrent training	Frequent	Critical	II-A: Hazard must be mitigated	Introduce compliance monitoring Effective supervision including work compliance assessment Competency assessments Maintenance policy to reinforce need for compliance	Safety Officer Maintenance Supervisor

9. Definitions

Accident means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.

Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326. The Superintendent of Transit is the Mankato Transit Accountable Executive.

Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer.

Consequence means the potential outcome(s) of a hazard.

Equivalent Authority means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

Event means any Accident, Incident, or Occurrence.

Frontline Employee means an employee who is a transit vehicle driver or operator, dispatcher, maintenance and maintenance support employee, station attendant, customer service employee, security employee, or transit police, or any other employee who has direct contact with riders on a regular basis.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Hazard resolution means the analysis and subsequent actions taken to reduce, to the lowest level practical, the risk associated with an identified hazard.

Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Likelihood means the probability that hazard consequences might occur, considering the worst foreseeable condition.

National Public Transportation Safety Plan means the FTA plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Performance Measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration.

Public Transportation Agency Safety Plan (Or Agency Safety Plan) means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive means a Chief Safety Officer or an equivalent.

Safety Performance Target means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk Assessment means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

10. Acronyms

ASP	Agency Safety Plan (Also referred to as PTASP)
CFR	Code of Federal Regulations
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
HVAC	Heating, Ventilation, and Air Conditioning
ICS	Incident Command System
MAPO	Mankato/North Mankato Area Planning Organization (MAPO)
MBTE	Mean Time Between Events
MnDOT	Minnesota Department of Transportation
MPO	Metropolitan Planning Organization
NEO	New Employee Orientation
NIMS	National Incident Management System
NTD	National Transit Database
OJT	On-The-Job Training
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
PTASP	Public Transportation Agency Safety Plan
SMS	Safety Management System
SRM	Safety Risk Management
VRM	Vehicle Revenue Miles

Safety Risk Management means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within seven days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than five percent of the body surface.

Severity means the anticipated effects of a consequence, should it materialize, considering the worst credible condition.

Small Public Transportation Provider means a recipient or subrecipient of federal financial assistance under 49 U.S.C. 5307 that has 100 or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

Transit Agency means an operator of a public transportation system.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

RESOLUTION APPROVING THE PUBLIC TRANSPORTATION AGENCY SAFETY PLANS (PTASP) FOR THE CITY OF MANKATO TRANSIT OPERATIONS

WHEREAS, the City of Mankato directly operates, financially supports, and oversees safe, friendly, and well-utilized public transportation in the Mankato/North Mankato Urbanized Area; and

WHEREAS, the Federal Transit Administration (FTA), which provides significant annual funding to public transportation in the Mankato/North Mankato Urbanized Area, requires public transportation operators including the City of Mankato to adopt a Public Transportation Agency Safety Plan (PTASP) by December 31, 2020 in order to continue to be eligible for federal transit funding; and

WHEREAS, the PTASP formalizes safety programs and procedures already in place at the City of Mankato transit service and improves the safety risk management, safety assurance, and safety oversight processes; and

WHEREAS, the State of Minnesota Office of Transit and Active Transportation (OTAT) has coordinated with local transit providers in developing PTASP's and setting safety targets; and

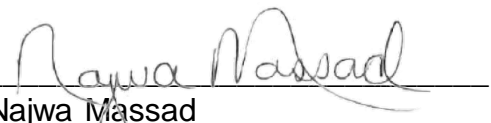
WHEREAS, the City of Mankato has developed a draft PTASP and said draft has been reviewed by the State of Minnesota and FTA; and

WHEREAS, the safe operation and provision of public transportation is a priority of the City of Mankato and City Council.


NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mankato does hereby approves the Public Transportation Agency Safety Plans for the City of Mankato transit operation.

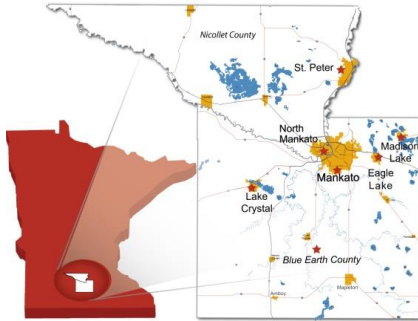
This resolution shall become effective upon its adoption.

Dated this 27th day of July, 2020


Najwa Massad
Mayor

Attest:


Renae Kopischke, MMC
Designated City Clerk



AGENDA RECOMMENDATION

Agenda Heading: Recommendation to support MnDOT statewide performance safety targets No: 5.4

Agenda Item:

Recommendation to support MnDOT statewide performance safety targets

Recommendation Action(s):

Motion by TAC to recommend to MAPO Policy Board passage of resolution supporting MnDOT safety targets

Summary:

U.S. Department of Transportation requirements direct state DOTs and MPOs to coordinate on a variety of performance measurement areas. In July 2020 MnDOT senior leadership approved the below Performance Measure – Safety (PM1) statewide targets for 2021. Minnesota's MPOs have until February 27, 2021 to either support the statewide targets or set individual targets for their respective MPO areas.

Historically MAPO has resolved to support MnDOT's adopted calendar year PM targets. MPOs must adopt PM1 targets on an annual basis. In 2018, MAPO resolved to support MnDOT's targets for PM2 (Pavement and Bridge Condition) and PM3 (System Reliability). PM2 and PM3 targets will be set again in 2021.

In comparison to the 2020 targets, 2021 targets are lower to reflect more aggressive statewide target setting.

Safety Measures and Targets – Calendar Year Adopted Targets (5-year averages)		
Measure	2021 Targets	2020 Targets
Number of Fatalities	352.4	375.4
Fatality Rate (per 100 million VMT)	0.582 per 100 million VMT	0.626/100 million VMT
Number of Serious Injuries	1579.8	1,714.2
Rate of Serious Injuries (per 100 million VMT)	2.606/100 Million VMT	2.854/100 million VMT
Number of Non-Motorized Fatalities and Serious Injuries	281.2	317

Meeting Date: October 15, 2020

Staff recommendation is for the TAC to motion to recommend Policy Board adoption of the attached resolution.

Attachments:

MAPO resolution supporting MnDOT 2021 PM1 targets

RESOLUTION
OF THE MANKATO/NORTH MANKATO AREA PLANNING ORGANIZATION
Adopting HSIP Performance Targets

Whereas, the U.S. Department of Transportation established five performance measures for the Highway Safety Improvement Program (HSIP) as detailed in 23 CFR 490, Subpart B, National Performance Measures for the Highway Safety Improvement Program;

Whereas, the Minnesota Department of Transportation (MnDOT) established performance targets for each of the five HSIP performance measures in accordance with 23 CFR 490.209; and

Whereas, metropolitan planning organizations (MPOs) must establish performance targets for each of the HSIP performance measures; and

Whereas, MPOs establish HSIP targets by either agreeing to plan and program projects so that they contribute to the accomplishment of the State DOT HSIP target or commit to a quantifiable HSIP target for the metropolitan planning area; and

Now, therefore, be it resolved, that the Mankato/North Mankato Area Planning Organization agrees to plan and program projects so that the projects contribute to the accomplishment of MnDOT's calendar year 2021 HSIP targets for the following performance measures:

Number of fatalities: 352.4;

Rate of fatalities: 0.582 per 100 million VMT;

Number of serious injuries: 1579.8;

Rate of serious injuries: 2.606/100 Million VMT; and

Number of non-motorized fatalities and non-motorized serious injuries: 281.2;

CERTIFICATION

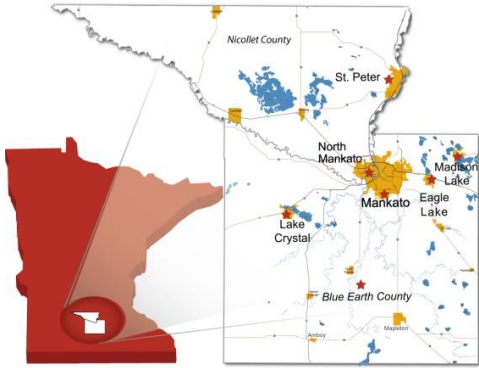
I hereby certify that the foregoing Resolution is a true and correct copy of the resolution presented to and adopted by the Mankato/North Mankato Area Planning Organization at a duly authorized meeting thereof, held on the third day of September, 2020 as shown by the minutes of said meeting in my possession.

Executive Director

Date

Chair

Date



AGENDA RECOMMENDATION

Agenda Heading: Informational: Announcement of Transportation Alternatives (TA) solicitation No: 6.1

Agenda Item:

Informational: Announcement of Transportation Alternatives (TA) solicitation

Recommendation Action(s):

Informational and discussion

Summary:

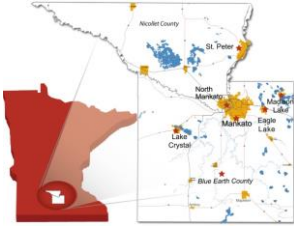
On October 1, 2020, MAPO staff notified the MAPO TAC and Policy Board of the ongoing Transportation Alternatives (TA) solicitation. The TA program is a competitive grant opportunity for agencies to fund projects for pedestrian and bicycle facilities, historic preservation, Safe Routes to School and more.

MnDOT has announced the Letter of Intent (LOI) period for the upcoming Transportation Alternatives (TA) solicitation is October 1st – October 31st.

Applicants within the MAPO planning boundary must meet with MAPO staff for a LOI review meeting between November 2nd and November 13th. Applicants are encouraged to contact MAPO staff at earliest convenience to schedule a LOI review meeting.

Attachments:

MnDOT Transportation Alternatives web page: <http://www.dot.state.mn.us/ta/>



Meeting Minutes of the Mankato/North Mankato Area Planning Organization (MAPO) Policy Board

October 1, 2020 | 6:00PM | Remote meeting held via Zoom

Policy Board members present: Tim Auringer – City of Eagle Lake, Jack Kolars – Nicollet County, Michael Laven – City of Mankato, Mark Piepho – Blue Earth County, Dan Rotchadl – MAPO Townships, James Whitlock – City of North Mankato

Others Present: Ronda Allis, Charles Androsky, Michael Fischer, Patrick Hentges, Jeff Johnson, Paul Vogel, Justin Weinberg, Randy Zellmer

I. Call to Order

Mr. Piepho called the meeting to order at 6:00p.m.

II. Introductions

Introductions were made.

III. Approval of Agenda

Mr. Laven moved and Mr. Kolars seconded to approve. With all voting in favor, motion carried.

IV. Approval of Minutes – September 3, 2020

Mr. Rotchadl moved and Mr. Auringer seconded to approve. With all voting in favor, motion carried.

V. New Business

5.1 Motion authorizing operating agreement with City of Mankato as host agency

Staff reported on August 24, 2020, the MAPO host agency, the City of Mankato, approved a draft operating agreement to provide consideration to the roles and duties of MAPO staff and the MAPO host agency to coordinate metropolitan planning for the region. The operating agreement was the result of discussion with governmental partners and intended to provide a common understanding of host agency responsibilities. The agreement provides detail with regard to support services to be furnished by the host agency, including services related to financials and bookkeeping, information technology, and human resources services.

Mr. Whitlock moved and Mr. Rotchadl seconded to approve. With all voting in favor, the motion carried.

5.2 Motion approving amendments to Policy Board bylaws

Mr. Johnson reported the MAPO Policy Board Chair and MAPO attorney have coordinated to develop recommended amendments to the MAPO Policy Board bylaws. The amendments provide recognition of the MAPO-host agency operating agreement and provide clarification of roles and duties of MAPO staff, the MAPO host agency, and MAPO Policy Board.

Mr. Rochadl moved and Mr. Kolars seconded to approve.

Mr. Kolars inquired if the action preserved the integrity of the MAPO Policy Board's decision making process.

Mr. Weinberg stated the changes had been reviewed by the City of North Mankato and were supported by the City of North Mankato.

Mr. Zellmer stated the amendments were largely consistent with how the Policy Board had historically operated. The operating agreement and associated amendments were anticipated to meet partner jurisdictions concerns.

Mr. Kolars inquired if the Policy Board could expect future concerns.

Mr. Weinberg stated further concerns were not anticipated in the near future, though they were possible.

Mr. Rotchadl called the question. With all voting in favor, the motion carried.

VI. Other Business, Discussion & Updates

6.1 Informational: Administrative Modification to 2020-20-23 Transportation Improvement Program (TIP)

Mr. Johnson reported the change constituted the addition of an emergency Erosion Repair project due to heavy rains along MN 22 approximately 1.2 miles north of CSAH 90.

Staff reported the MAPO Public Participation Plan had been followed to execute the Administrative Modification.

VII. TAC Minutes (September 17, 2020 meeting minutes)

The unapproved minutes from the September 17, 2020 MAPO Technical Advisory Committee meeting were distributed.

VIII. Public Comments

Mr. Piepho inquired if there were public comments. There were none.

Policy Board Comments

Mr. Piepho inquired if there were Policy Board comments. The Policy Board discussed methods to improve audibility of remote meetings.

IX. Adjournment

At approximately 6:35 p.m. Mr. Rotchadl moved and Mr. Kolars seconded to adjourn. Motion carried.

Chair, Mr. Piepho