

REQUEST FOR PROPOSAL

Mankato/North Mankato Area Planning Organization (MAPO)

Balcerzak Drive Pedestrian Crossing Study

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

Issue Date: **November 17, 2022**

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Respond By: **4:30 p.m. December 19, 2022**
Late proposals will not be accepted

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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 urbanized population is 64,811 (according to the 2020 Census) and a planning area population over 67,000. 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. 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 **Balcerzak Drive Pedestrian Crossing Study (Study)**. The contracted consultant (Consultant) shall lead work on a range of tasks necessary to identify and evaluate alternatives for pedestrian crossing options for a connection between the sidewalk on the west side of Cardinal Drive and the trail on the north side of Balcerzak Drive. Crossing alternatives to be evaluated include a Rectangular Rapid Flashing Beacon (RRFB), pavements markings, high-intensity crosswalk beacon (HAWK) signal, additional lighting, and enhancements to median refuge(s). Study goal will be to determine which improvements have the highest value in cost and safety. Key deliverables include data collection, data analysis, stakeholder engagement, and alternative evaluation. Project will also include an evaluation of sidewalk construction between Pohl Road and Victory Drive with the intention to provide a connection to already-improved crossings. This may require some lane reduction for Balcerzak Drive in that section to facilitate sidewalk install.

The project is intended to determine planning-level alternatives to improve walkability and connectivity while eliminating accessibility barriers and ensuring ADA compliance. Currently, there is a safety concern to pedestrians crossing Balcerzak Drive.

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 up to two (2) approved planning-level layouts and up to two (2) crosswalk and sidewalk and/or trail planning-level designs for the proposed pedestrian services in the Study location, including considerations to the outlying pedestrian network, primary pedestrian origins and destinations, local population characteristics, ADA, multimodalism, right-of-way, footprints of prospective infrastructure improvements, and impacts to adjacent property owners.

- Collection of preliminary field boundary and topographic survey information as required to verify the feasibility of the planning-level layout and design alternatives and a preliminary determination of right-of-way needs to assist in planning-level alternative decision making.
- The development of planning-level project cost estimates for the planning-level 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 planning-level cost comparisons of the alternative layouts and crosswalk/sidewalk/trail options.
- The development of a recommended implementation plan with planning-level cost estimates.

The Study must be compliant with all applicable local, state, and federal legislation. All aspects of the Study will adhere to requirements of the Infrastructure Investment and Jobs Act (or current transportation bill), and the requirements of 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 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 Balcerzak Drive from South Victory Drive to Pohl Road in Mankato, Minnesota. (see Map of Proposed Study Area).

Budget

The total budget for this project is not to exceed \$20,000. \$16,000 will be paid with Consolidated Planning Grant (CPG) funds. Project work shall take place over the 2023 calendar year with final

delivery by December 31, 2023. 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 2023. Delivery includes final presentations and approvals.

Interested firms can obtain a copy of the RFP by downloading it from www.mnmapo.org, by emailing ctalamantez@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:

- Task I: Project Management
- Task II: Data Collection
- Task III: Data Analysis and Tech Memos
- Task IV: Public Input and Partnerships

- Task V: Environmental Justice and Title VI
- Task VI: Final Report

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 prepare and submit 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 progress emails

In addition to ad hoc telephone and email communication, the Consultant Project Manager and MAPO staff will maintain a standing series check-in emails on an at-minimum biweekly basis to review progress and upcoming tasks.

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. 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 milestones. 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: Approximate 50% completion** to present draft Study elements, issues identified, layouts, and alternatives.
- **PMT #3: Approximate 75% completion** to present finalized documents, memos, and work products. Discuss final steps and deadlines.

Partner Consultation

The Consultant shall lead robust consultation with agency staff from partner agencies (see Appendix D for list of partner agencies) to ensure alternatives conform to relevant guidance and future planning. This will necessitate ad hoc email and telephone communications separate from PMT meetings.

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 oversight agencies and scheduling when guidance and approval shall be obtained.
- Final preparation and delivery of Study, including concluding in-person presentations to the Mankato City Council, MAPO TAC, and Policy Board.

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.

Literature Summary

The Consultant shall compile and review all documents, plans, policies, and data pertaining to the Study area. These documents shall be summarized in a Literature Summary to 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. Census Bureau 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.

- Municipal Capital Improvement Plans.
- Mankato Transit System's Transit Development Plan.
- Recent analysis and work products developed by local agencies
- 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.

Traffic Counts

The Consultant will be responsible for collecting current traffic counts. The method and timing of count collection will be discussed at PMT meeting #1 and decided at PMT discretion. The timing of traffic counts will consider seasonal fluctuations with regard to school enrollment dates and times. The Consultant will deploy and manage the count-collecting process. Counts will be taken during the academic school calendar with timing pre-approved by the PMT.

Data 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.

Deliverables include, but shall not be limited to;

- Literature Summary
- Electronic Inventory
- Traffic Counts

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 and objectives. 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 professional quality and developed with input and approval of project partners and designed with congruent language, visual elements, and flow, as they shall comprise sections of the final report. 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**
 - Include consideration of pedestrian and bicycle connectivity in the Study geography.
 - 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 pedestrian services including 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 up to two (2) planning-level layouts and up to two (2) crosswalk and sidewalk and/or trail planning-level designs for the proposed pedestrian services in the Study location, including considerations to the outlying pedestrian network, primary pedestrian origins and destinations, local population characteristics, ADA, multimodalism, right-of-way, footprints of prospective infrastructure improvements, and impacts to adjacent property owners.
 - Explanation of other alternatives evaluated and reasoning for not moving forward.
 - Collection of planning-level field boundary and topographic survey information as required to verify the feasibility of the planning-level layout and design alternatives and a preliminary determination of right-of-way needs.
 - The development of planning-level project cost estimates for the planning-level 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 planning-level cost comparisons of the planning-level alternative layouts and crosswalk, sidewalk, and trail options.
 - The development of a recommended implementation plan with planning-level 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.

Deliverables include, but shall not be limited to;

- Purpose and Needs Document
- Technical memoranda

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.

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 to receive input of the planning-level design. The City will assist the Consultant in contacting and educating local stakeholders. The Study shall include direct outreach and communication with local landowners.
- Virtual engagement options, such as Every Voice.
- 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.

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.

Communications and Public Engagement

In addition to social media, the project may employ methods of communications and 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. Diversity outreach opportunities shall be considered, such as translation of materials.

Open House

Responders are asked to provide a detailed description for one (1) general public Open House. The Consultant will develop and implement an advertising strategy to make residents aware of the Open House. The Open House will take place after alternatives 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.

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.

Agency Presentations

At relevant times over the course of the project, the Consultant will deliver informational presentations to the below bodies. **In-person presentations are required unless directed by MAPO.** The final study will be presented to the Mankato City Council before it is presented to the MAPO TAC and Policy Board.

- **Two (2) presentations to the Mankato City Council.** City Council meetings are held the 1st Monday of every month at 6:00 p.m. at the Intergovernmental Center, 10 Civic Center Plaza, in Mankato, MN. Timing and focus of each presentation will be decided by the PMT early in the study. During these meetings, the Consultant will provide a presentation delivered by staff that will present project progress and draft sections for review, evaluation, comment, and recommendation. The Consultant will be available to answer questions from the City Council.

- **One (1) presentation to the MAPO Technical Advisory Committee (TAC).** TAC meetings are typically held the third Thursday of each month or on an as-needed basis at the Intergovernmental Center at 10 Civic Center Plaza, Mankato, Minnesota.
- **One (1) presentation to the MAPO Policy Board.** Policy Board meetings are typically held the first Thursday of each month or on an as-needed basis at the Intergovernmental Center at 10 Civic Center Plaza, Mankato, Minnesota.

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 include, but shall not be limited to;

- Public involvement plan
- Presentations and presentation materials as needed associated with focused discussions, open houses, and agency presentations (a minimum of 5 presentations/ meetings)
- Public comment log

Task V: Environmental Justice and Title VI

Environmental Justice Report

The requirements of Environmental Justice (EJ) 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 will not have a disproportionate adverse impact on low income and minority populations.

Deliverables include, but are not limited to;

- Environmental Justice Report

Task VI: Final Report

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 **November 2023**. To achieve this deadline, the MAPO Technical Advisory Committee (TAC) must approve the Study at or before their meeting **October 2023**. The Consultant shall deliver a finalized draft Study for TAC review before their **October 2023** meeting, as well as any necessary presentation materials and handouts to explain how the Study was developed in accordance with the MAPO vision, values, and available funding sources.

Note schedule may be amended at PMT discretion.

| Final Delivery Schedule (illustrative) | |
|--|--|
| Date | Action |
| <u>August 2023</u> | Consultant delivers draft Study for MAPO TAC review and comment |
| <u>August 2023</u> | Consultant delivers presentation on draft Study to MAPO TAC at their regular meeting and solicits comments |
| <u>August/September 2023</u> | Consultant incorporates TAC comments |
| <u>October 2023</u> | Consultant delivers final report to MAPO |
| <u>October 2023</u> | MAPO TAC motions to recommend acceptance of Study |
| <u>November 2023</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 Study to MAPO TAC and Policy Board at or before dates specified above.

Deliverables shall include, but not be limited to;

- Final report

Project Deliverables & Work Components

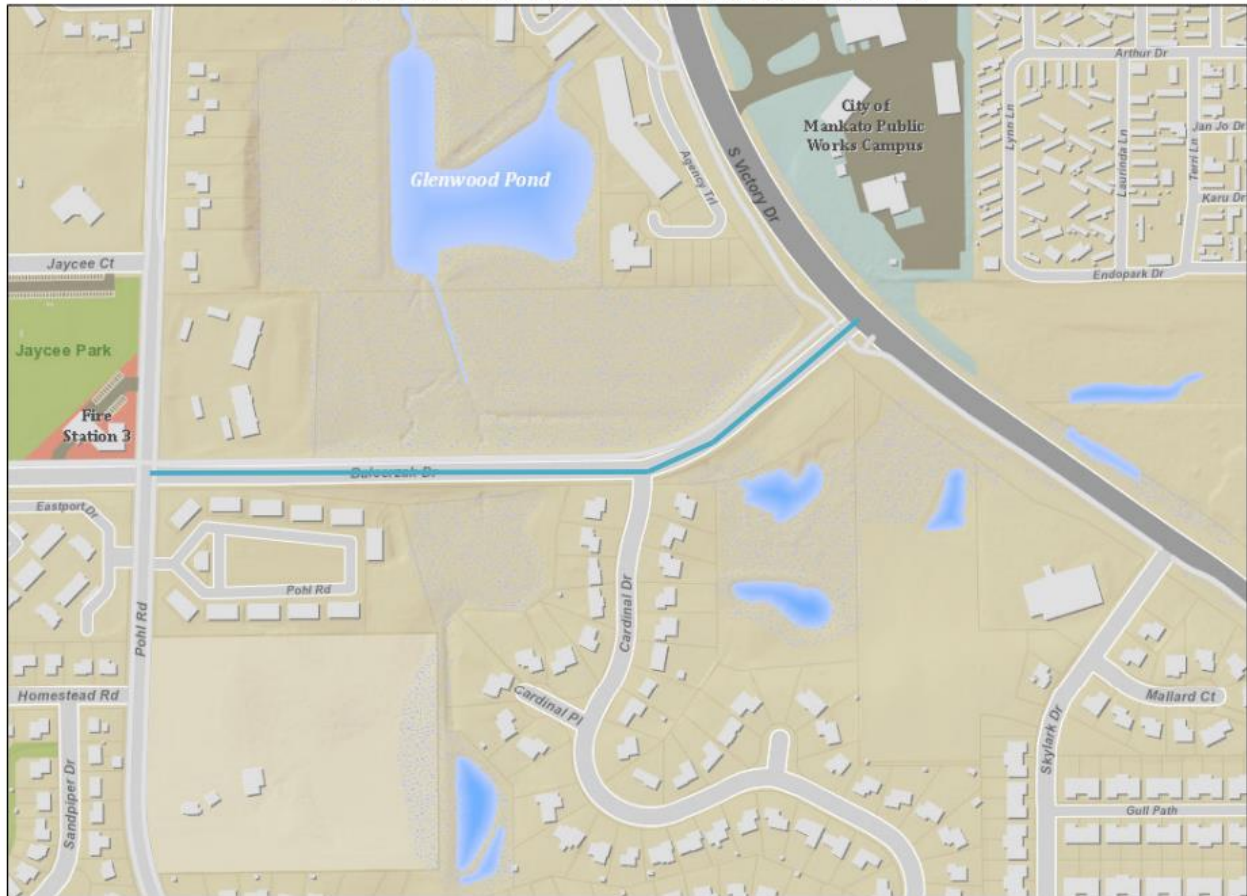
- Project Management Plan (PMP)
- Purpose and Needs Document
- Electronic Inventory
- Traffic counts

- 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
- Final report

Map of Proposed Study Area

Blue line indicates study area boundary.

MAPO Balcerzak Drive Pedestrian Crossing Study



Delivery

After approval and acceptance of the Study by the Mankato 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 Report – **Balcerzak Drive Pedestrian Crossing Study** (PDF and print versions).
- Executive Summary – **Balcerzak Drive Pedestrian Crossing 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 **February 2023**.
- The Study should be completed by **October 2023**, with final acceptance by **November 2023**.
- Contract will be effective until **December 31, 2023 or +3 months after delivery date, whichever is later.**

State and Federal Compliance

As a Metropolitan Planning Organization, MAPO is a recipient of funds via State and Federal sources. All MAPO planning products, including this one, must be compliant with various requirements outlined in MAPO's planning grant agreements with the State and Federal governments including fair labor standards/practices, government data practices, and transparency. All work products associated with this study will abide by these requirements.

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.

| | |
|------------------------------|---|
| November 17, 2022 | First day of RFP posting |
| December 9, 2022 | Last date MAPO staff will answer RFP questions |
| December 19, 2022 | Deadline for RFP responses |
| January - 2023 | Evaluation and scoring of RFP responses |
| January-February 2023 | MAPO Policy Board, MnDOT, FHWA approvals |
| February 2023 | Successful bidder notified, begin contract negotiations |
| February 2023 | Contract negotiations finalized |

Proposal Submittal

Responders are asked to submit proposals in **both** digital and physical format. In addition to digital proposals supplied electronically, please submit three (3) physical copies via U.S. mail. 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.

Digital proposals may be sent to MAPO via the below email:

Chris Talamantez
Transportation Planner
MAPO
ctalamantez@mankatomn.gov

Physical proposals may be sent to MAPO via the below address:

Chris Talamantez
Transportation Planner
10 Civic Center Plaza
Mankato, MN 56001

Responses must be received no later than December 19, 2022 4:30 p.m. Central time.

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 (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)**Page Limit**

Proposals shall be limited to **15 pages**, discounting required forms (resumes, DBEs, etc.).

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 prior to December 9, 2022 by email only to:

Chris Talamantez
ctalamantez@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.

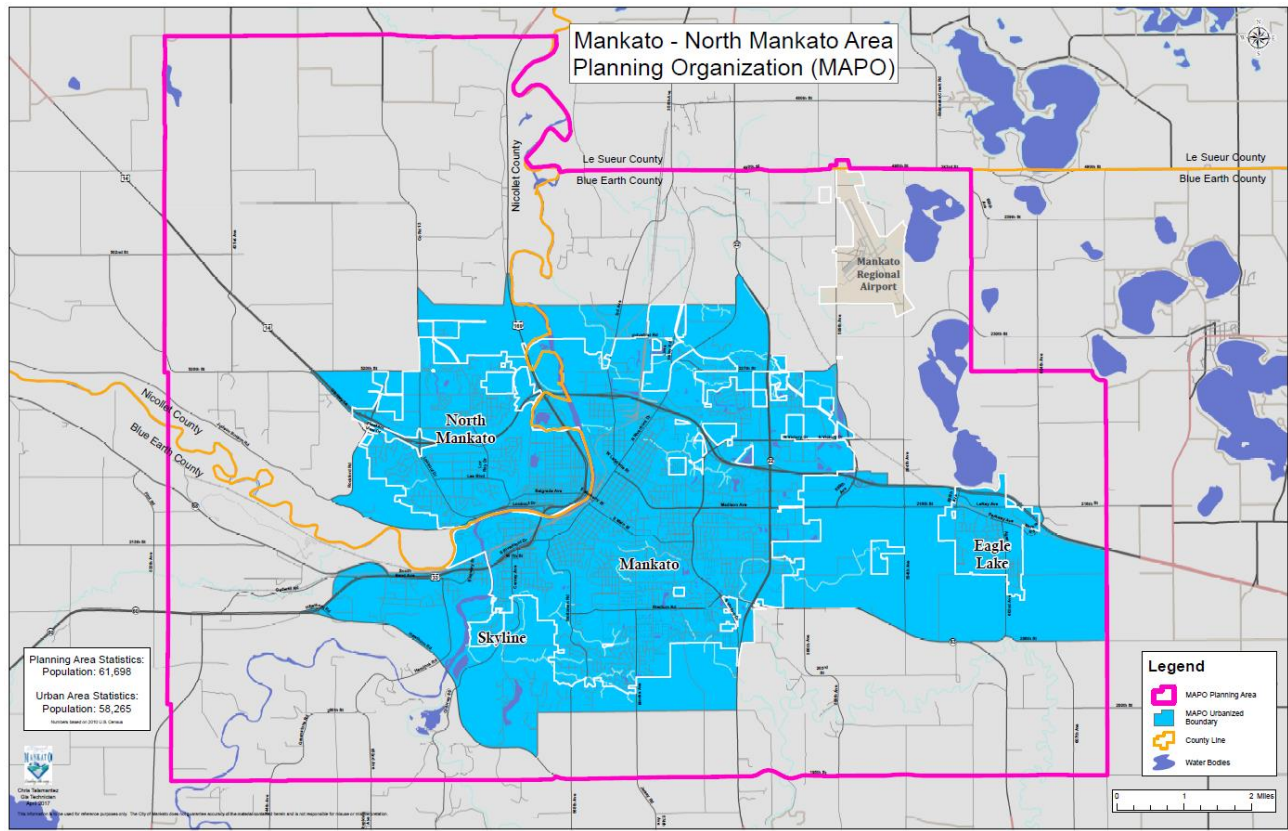
Disadvantaged Business Enterprise (DBE) Goal

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 **Race-Gender Neutral** 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 \$16,000. The Catalog of Federal Domestic Assistance (CFDA) number is 20.205.

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.

Contractor agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035](https://public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035).

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 **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

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

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 \$ |
| | | | | | | | GENERAL AGGREGATE \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | \$ |
| | 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"/> OCCUR | | | | | | AGGREGATE \$ |
| | EXCESS LIAB | | | | | | \$ |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | \$ |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | 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

Counties

- Blue Earth County Engineer – Ryan Thilges
- Blue Earth County Planning – John Considine III
- Nicollet County Engineer – Seth Greenwood
- Nicollet County Planning – Vacant

Cities

- Eagle Lake City Administrator – Jennifer Bromeland
- Mankato Director of Public Works- Jeff Johnson
- Mankato Associate Director of Community Development – Mark Konz
- North Mankato Community Development Director- Michael Fischer
- North Mankato City Engineer – Dan Sarff
- Skyline Councilmember – Paige Attarian

Townships

- Belgrade Township – Craig Smith
- LeRay Township – Kurt Anderson
- Lime Township – Karl Friedrichs
- Mankato Township – Scott Morgan
- South Bend Township – Leroy McClelland
- Mankato Area Public Schools (ISD #77) – Scott Hogen
- Minnesota Department of Transportation District 7 – Ronda Allis
- Minnesota State University, Mankato – Paul Corcoran
- Region Nine Development Commission – Joel Hanif
- Mankato Transit System – Shawn Schloesser