REQUEST FOR PROPOSAL

Mankato/North Mankato Area Planning Organization (MAPO)

Monks Ave Corridor Study and Intersection Control Evaluation

Issued By:	Mankato/North Mankato Area Planning Organization
	10 Civic Center Plaza
	Mankato, Minnesota 56001
Issue Date:	**November 16, 2026**
Deliver To:	Transportation Planner
Respond By:	**4:00 p.m. December 23, 2026**
	Late proposals will not be accepted

Direct Questions To:

Chris Talamantez

MAPO Transportation Planner

(507) 387-8389

ctalamantez@mankatomn.gov

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The Mankato/North Mankato Area Planning Organization (MAPO)

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

Project

MAPO hereby solicits proposals from qualified firms for a study of the Monks Avenue corridor between Glenwood Avenue and Rosewood Drive, including Intersection Control Evaluations at the intersections of Monks and Glenwood Avenue, Monks and Balcerzak Drive, Monks and Stadium Road, and Bunting Ln and Stadium Road. The Study shall serve as a comprehensive document for future corridor programming and be compliant with all applicable local, state, and federal guidance and legislation. The professional-technical contract and procurement process will be administered by MAPO in partnership with the City of Mankato.

Budget

The 2027 Unified Planning Work Program identifies $125,000 of funding for this study. The City of Mankato may fund in excess, as needed. MAPO funds cannot be carried over, and may only be spent in the year they are budgeted. Project will include a minimum of $13,400 worth of complete streets eligible activities under the waiver for BIL §11206.

Deadline

The completed approved corridor study must be delivered by December 2027. Delivery includes final presentations and approvals.

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

Scope of Work: Monks Ave Corridor Study

The contract is to study the Monks Ave corridor from Glenwood Avenue to Rosewood Drive in Mankato, MN. Among additional elements, the contractor will develop and evaluate alternatives for management of existing and future transportation and traffic flow in the corridor, with discussion of multi-modal improvements, pedestrian and bicycle connectivity, safety improvements, access management, intersection control evaluations, alternative intersection designs, lane configurations, and considering environmental factors.

Task 1: Project Management

This project will be led by a Project Management Team (PMT) with members from the City of Mankato, Blue Earth County, Minnesota State University, Mankato, and MAPO. PMT members will be defined at the start of the project and serve for the life of the project. PMT members shall not change without notification to, and approval of the Project management team. Project management includes work necessary for communicating and completing the project tasks on time and within scope and budget. The Contractor must not reassign the project manager or their primary duties without the written consent of the Project Management Team. The Contractor's staff must have the training and expertise necessary for the work tasks to which they are assigned. Contractor will:

a. Provide all meeting agendas at least 1 day prior to meetings and all meeting minutes must be submitted within 3 business days after each meeting.
b. Prepare monthly invoices and coordinate with MAPO for payment. Invoices will be accompanied by a progress report form and supporting data for direct expenses. Complete streets activities will be tracked separately. A minimum of $13,400 worth of complete streets eligible activities under the waiver for BIL §11206 will be invoiced in 2027.
c. Schedule and facilitate a project kickoff meeting to confirm the basic project objectives, solidify a work plan, and obtain consensus on the project requirements.
d. Hold bi-weekly conference calls with the project managers and key technical staff as needed to continue making progress on the project (as needed).
e. Hold monthly PMT meetings (as needed) to update the PMT on progress and discuss project draft documents and deliverables.
f. Create and manage a schedule to keep the study moving forward and keep project partners informed of upcoming work.

Partner and jurisdictional efforts shall include, at times determined by PMT:

a. Two in-person presentations to the Mankato City Council

b. One in-person presentation to the Blue Earth County Board

c. One presentation to MAPO Technical Advisory Committee

d. One in-person presentation to MAPO Policy Board

In-person Council and Board Meetings will be presented by the consultant, unless otherwise agreed to by the local agency. At points throughout the study, MAPO, Mankato and Blue Earth County staff may

deliver informational presentations and conduct in-person outreach to stakeholders. Contractor will be responsible for developing all materials required for all meetings, events, and stakeholder interviews associated with the study (e.g., design boards, surveys, sign-in sheets, post-engagement summaries, project location maps, graphics of alternatives).

Task 2: Public Involvement

Contractor will facilitate a project kickoff meeting with the project's PMT to discuss public involvement and communications strategies and tactics. Following the meeting, the Contractor will create a Public Involvement Plan and corresponding timeline.

Public engagement shall follow the public involvement plan developed at the start of the project. Contractors are encouraged to include additional public engagement opportunities beyond what is required by this section. Engagement activities shall include, but not be limited to:

a. Contractor will prepare for and facilitate two in-person open houses at a time determined by the PMT.

b. Contractor will prepare for and coordinate attendance at pop-up community events. Total number of pop-up events will be determined by the public engagement plan and the PMT, up to 6.

c. Contractor will record any presentation made prior to or at the open house to post on the Study website and appropriate social media outlets.

d. Contractor will be responsible for developing all informational displays, handouts, and presentations for each meeting to aid in facilitating educational conversations with the public. A meeting summary, including a list of attendees and comments received (both verbal and written) will be distributed electronically within two weeks of each open house or pop-up event. Contractor will coordinate with the Study partners to promote the open house through local newspapers, social media, email blasts, postcards, posters, transit system advertisements or other methods as identified in the public involvement plan.

The study website will be hosted by the City of Mankato. Contractor will work with the Mankato Public Information staff to develop website content, project location map, other graphics, and materials to be uploaded to a project website.

Contractor will be responsible for developing all materials required for all meetings, events, and stakeholder interviews associated with the Study (e.g.: display boards, surveys, sign-in sheets, post-engagement event summaries, project location maps, graphics of alternatives/concepts, etc.). Contractor will be required to provide all materials using plain language and in accessible formats in accordance with State and Federal laws. All materials created for public engagement will be reviewed and approved by Mankato Public Information staff prior to sharing publicly.

Deliverables: Contractor shall develop a public involvement plan.

Task 3: Existing and Future Conditions

Contractor will collect available data from the study partners and collect or develop any additional data that is required to accomplish work tasks. The data will be used to develop a base map depicting all existing conditions and will be used to conduct the study analysis and concept alternative development / refinements. At a minimum, the following will be collected from readily available sources (State, City, Local Businesses, etc.):

a. Development Plans
b. Digital base maps and parcel data
c. Zoning, land use, comprehensive, transportation, and other plans
d. Drainage conditions
e. Local transportation plans
f. Local access management plans/studies
g. Bicycle and Pedestrian master plans
h. Transit route data
i. Roadway construction history
j. Pavement condition
k. Floodplain elevations and contour maps
l. Right of way
m. Typical section data
n. Crash data for the most recent ten-year period for which data is available.

The consultant will be responsible for collecting turning movement data at all intersections and average daily traffic counts for both motorized and non-motorized users within the study's limits. Unless otherwise specified by the PMT, data must include 48-hour continuous data, with average 24-hour period selected for each intersection. Data must include counts for active transportation users (bicycle, pedestrian, etc.). The selected average 24-hour period must be reconciled with the published AADT/HCAADT, when available, to ensure data consistency. Consult PMT for further direction should inconsistency be greater than 10% at any observed location.

The consultant shall identify constraints, opportunities, and issues in the corridor by analyzing existing multimodal traffic conditions for the corridor as sources of traffic entering or exiting the corridor.

Deliverables: Contactor shall develop an Existing and Future Conditions report to summarize the above findings.

Task 4: Corridor Issues Identification

Using the results from the Existing Conditions, Contractor will identify transportation issues, needs, and potential improvements for all modes of transportation.

Contractor will review mapping and other pertinent information of existing and planned improvements, as well as recommendations from previous studies within and adjacent to the corridor study area.

Contractor will evaluate the existing facilities to determine if any improvements are justified to improve operations and safety for all users.

Contractor will evaluate operations and safety of the study corridor by reviewing the level of service, vehicle queuing lengths, volume to capacity ratio, and the frequency and severity of crashes that have occurred throughout the corridor. For locations that include a pedestrian or bicycle crash, a detailed review of the incident will be conducted to determine if there are design improvements that should be considered immediately.

Contractor will complete a safety summary describing the overall safety conditions along the corridors. A high-level outline of the safety summary is to be incorporated into the Existing Conditions documentation. The complete safety summary will include a more in-depth review of the corridor and intersections and will use mapping and crash diagrams to help convey the frequency, type, and severity of crashes occurring at intersections and along the study corridor.

To ensure future corridor improvements are eligible for potential state and federal funding, all necessary screening will be conducted by the Contractor to conform to state and federal rules and guidelines. The Contractor will incorporate the findings from this analysis into an overall Corridor Issue Identification report, documenting all the identified corridor issues data collected and analyzed.

Deliverables: The Contractor will develop a Corridor Issue Identification report.

Task 5: Purpose and Need

Contractor will prepare a Purpose and Need Statement (PNS)(http://www.dot.state.mn.us/project-development/subject-guidance/purpose-need-statement/process.html). The PNS will take into consideration the information gathered in the previous tasks and build on federal purpose and need guidelines.

The draft PNS will be reviewed by the PMT and revised based on feedback. Contractor will present the revised draft PNS to the PMT for approval.

Deliverables: Contractor will prepare a Purpose and Need Statement by referencing all key needs and data sets.

Task 6: Intersection Control Evaluation

Contractor will prepare full Intersection Control Evaluations (ICE) for the following intersections:

- Monks Avenue and Glenwood Avenue
- Monks Avenue and Balcerzak Drive
- Monks Avenue and Stadium Road (CSAH 60)
- Bunting Lane and Stadium Road (CSAH 60)

Evaluations will include nearby intersections and private accesses they may be impacted by improvements at the listed intersections. ICEs will follow the process outlined in the current Minnesota Intersection Control Evaluation Manual. ICEs will evaluate existing operations, as well as incorporate the future intersection operations and safety analyses done as part of Task 4 to determine the most appropriate long-term intersection control type for each intersection. The ICE memos will provide full

benefit-cost analysis for all considered alternatives. Enough alternatives must be considered to address any future deficiencies identified in Task 4.

Additionally, ICE memos should offer short-, mid-, and long-term recommendations for improvements to address identified deficiencies, as well as to improve intersection safety and operations, while aligning with the study vision and goals. All recommended improvements, as well as the associated time horizons and costs, are to be summarized in an ICE report.

Deliverables: Intersection Control Evaluations and ICE reports for the listed intersections.

Task 7: Evaluation Criteria, Alternatives Analysis

The Contractor will work with the PMT to establish evaluation criteria based on the needs identified in the Purpose and Needs statement. Criteria such as benefit cost analysis, environmental, economic, social, and transportation performance factors (e.g., wetland impacts, level-of-service, multimodal connectivity, access management, safety, cost) will be used to evaluate alternatives.

Contractor will develop a range of at least 3 alternatives for the corridor and the intersections based on the issues identified and the evaluation criteria. Accesses within 400 feet of the study corridor and any other features that may directly affect corridor operations or be directly affected by corridor operations, will be included in the review of the corridor. The Contractor shall develop an alternatives analysis element to measure comparative impacts of various alternatives.

Potential context sensitive solutions will be developed and prioritized by the Contractor, taking into consideration recommendations from previous planning efforts (where appropriate). Findings may offer new recommendations or reaffirm previous study recommendations.

Contractor will compile alternative analysis results. The results of the evaluation process will be organized and presented so stakeholders can discern the differences between the alternatives.

The evaluation process, the evaluation results, and the draft ranking of concepts will be presented to the PMT for comment and refinement before presenting to resource agencies and the public for comments.

Deliverables: The contractor will develop and evaluate a range of alternatives for the corridor.

Task 8: Final Report

The draft and final reports will document the study process, methodology, analysis, findings, recommendations, and public involvement efforts. The reports produced throughout the corridor study process will be synthesized into one seamless final study report. Specific elements that will be incorporated into the draft and final reports include but are not limited to:

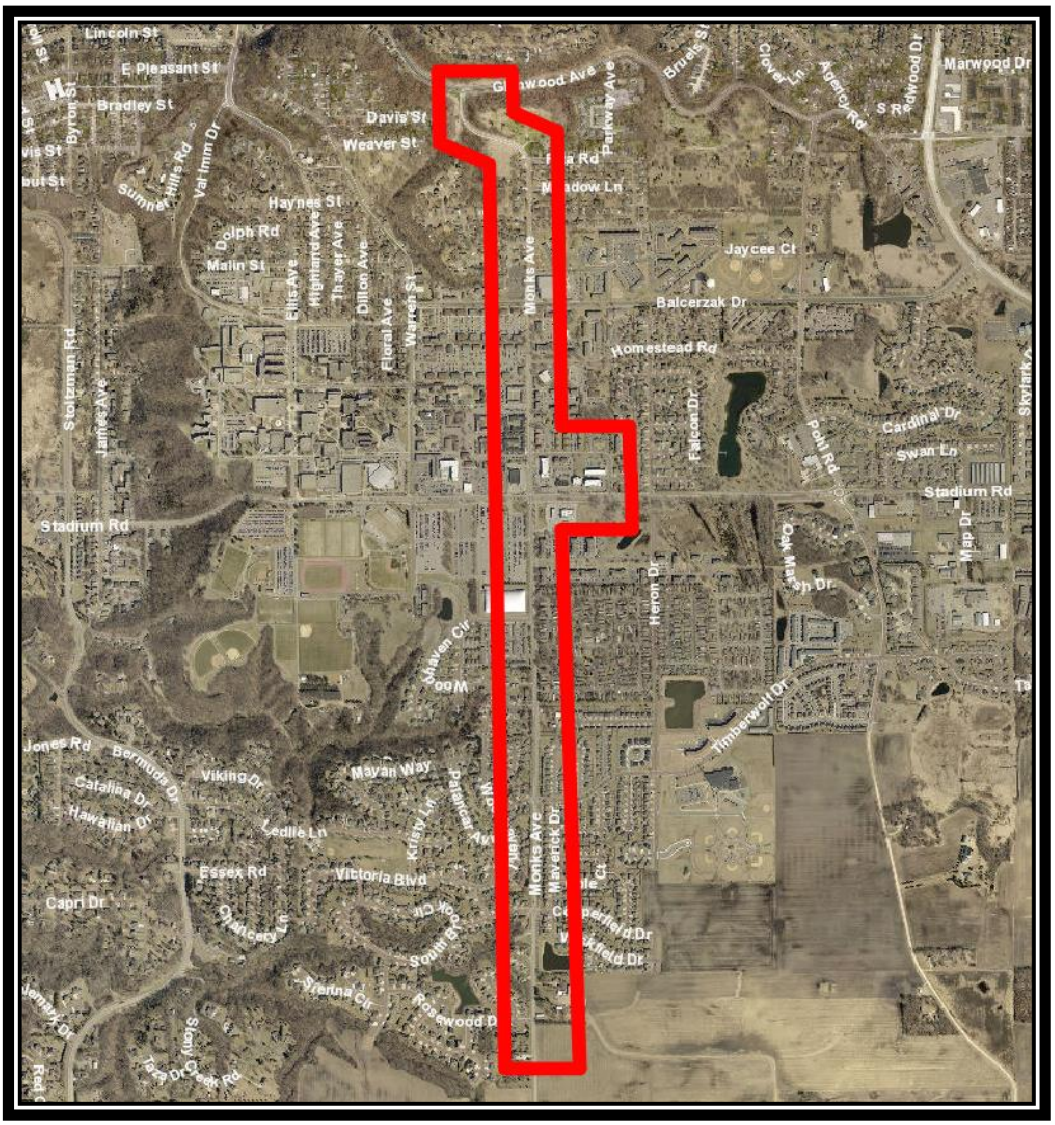
- An executive summary (to be used as a stand-alone document)
- Existing and Future Conditions
- Corridor Issues Identification
- Purpose and Needs statement
- Alternative Development and Evaluation
- Public and agency involvement activities and documentation

- Corridor vision and recommendation
- All other supporting data as appendices

The Contractor will distribute electronic copies of the draft report and seek PMT comments after the Contractor has thoroughly reviewed the draft report. The Contractor is responsible for providing the electronic and printed versions of the full, final, report. All documents will be provided to the PMT for further distribution.

Deliverables: One electronic copy (PDF) and four hard copies of the full final plan.

Proposed Study Area:



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.

Project Deliverables & Work Components

Deliverables and work components of the Study shall include:

- Project-specific Public Involvement Plan (PIP)
- Public Comment Log
- Existing and Future Conditions

- Corridor Issues Identification
- Purpose and Needs Statement
- Intersection Control Evaluations
- Alternative Development and Evaluation
- Recommendations
- Final report

Delivery

After approval and acceptance of the Study by the PMT, the Consultant will prepare and present a complete and approved Monks Avenue Corridor Study and Intersection Control Evaluations. This shall include:

- A comprehensive record of steps performed, data collected, and analysis conducted.
- Final Corridor Study –**Monks Avenue Corridor Study**
- Executive Summary – **Monks Avenue Corridor Study - Executive Summary**
- 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 a read aloud function.
- 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.

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 **March 2027.**
- The Study shall be completed by **December 2027**.

Proposal

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.

Proposals shall be limited to **30 pages**, discounting required forms, cover page, staff, and firm qualifications.

The following will be considered minimum contents of the proposal:

1. Physical and digital copies received by MAPO before the submission deadline.
2. Responder's company name, business address, the contact person's name, telephone number, fax number and email address.
3. A statement of the objectives, goals, and tasks to show or demonstrate the Responder's view of the nature of the project.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. Three references from clients within the past 5 years for whom the Consultant has performed similar work.
10. 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 16, 2026	First day of RFP posting
December 16, 2026	Last date MAPO staff will answer RFP questions
December 23, 2026	Deadline for RFP responses – 4 PM Central Time.
December 2026 - January 2027	Evaluation and scoring of RFP responses
January 14, 2027	Interviews with finalists if determined necessary
January-February 2027	MAPO Policy Board recommendations
February 2027	Recommended bidder notified, begin contract negotiations
February/March 2027	Contract negotiations finalized
February/March 2027	Project initiated

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

Proposal Submittal

Responders are asked to submit proposals in digital and physical format. In addition to digital proposals supplied electronically, please submit five (5) physical copies. 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
Mankato/North Mankato Area Planning Organization
ctalamantez@mankatomn.gov

Physical copies of proposals may be delivered to the below address:

Chris Talamantez
Transportation Planner
Mankato/North Mankato Area Planning Organization
10 Civic Center Plaza
Mankato, MN 56001

Proposal Evaluation

"Best Value Selection" method will be used to review proposals submitted in response to this RFP. Representatives of MAPO and selected PTAC 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 (7.5)
2. Value of personnel and time assigned to the project (7.5)

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)

Request for Clarification

In the event MAPO believes that additional clarification of a proposal is needed, 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 no later than December 16, 2026 by email only to:

Chris Talamantez, Transportation Planner
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.

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 10 Civic Center Plaza Mankato, MN 56001 to the attention of the Mark Konz, 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. MAPO will have ten (10) business days from the date of receipt of the protest letter in which to make a written response. 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, 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 the date and time.

4. MAPO will not receive any service or product described in the PROPOSAL document from the recommended 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 records. The MAPO reserves the right to disperse 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 Statues §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,
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless MAPO, its agents and employees, from any judgements or damages awarded against the MAPO in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the MAPO's award of Contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of MAPO. MAPO is required to keep all basic documents related to its Contracts, including responses to RFPs for a minimum of seven years.
- MAPO will not consider the cost information submitted by the responder to be proprietary or trade secret materials.
- Patent Rights: The Common Grant Rules require provisions consistent with Dept. of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," 37 CGR Par 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

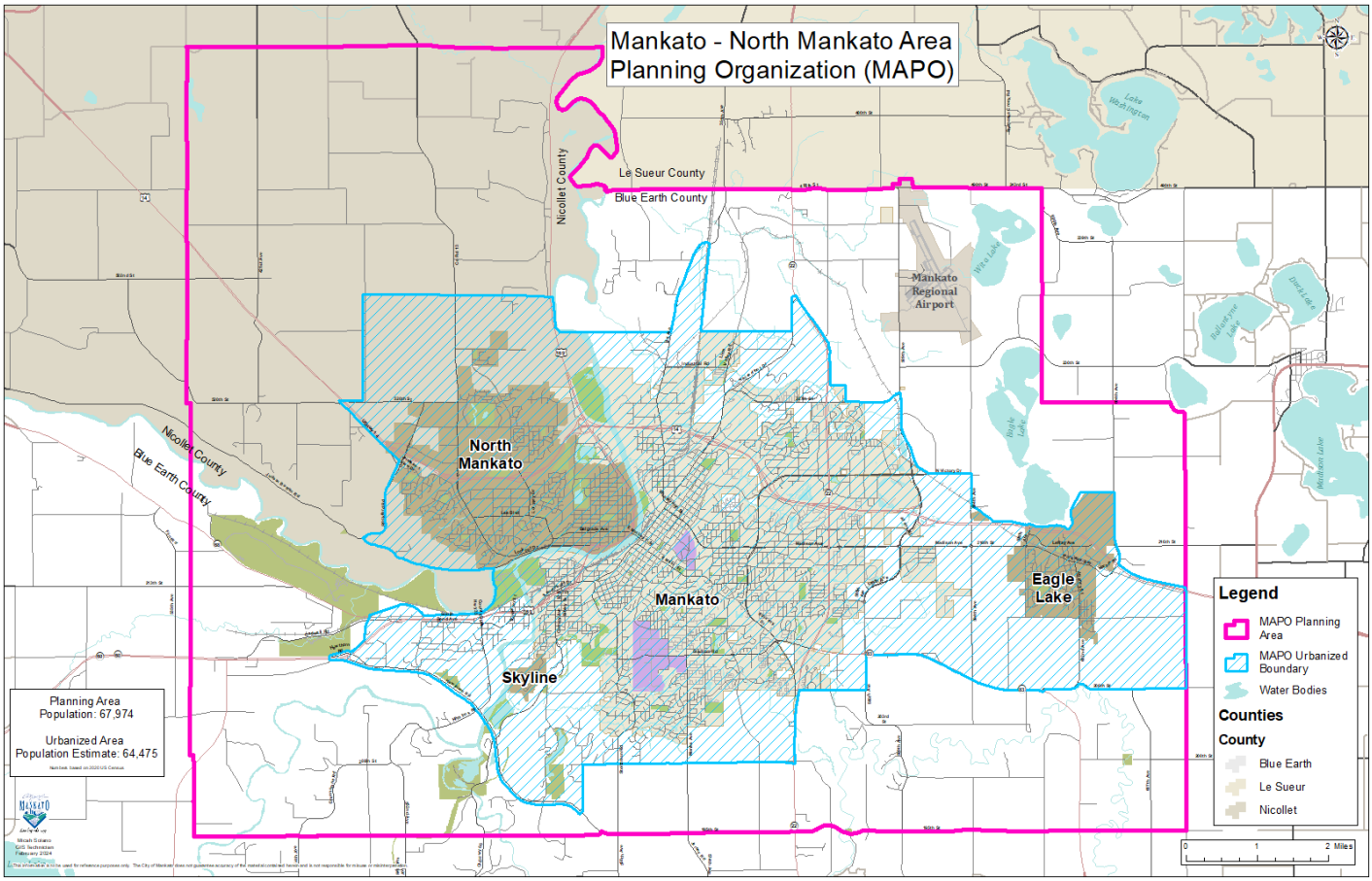
Small businesses, minority-owned business, and women-owned businesses are encouraged to respond to this solicitation. A DBE goal of **DBE Neutral** has been assigned.

Each responder will still be required to submit a bidders list of all subcontractors and suppliers (both DBE and non-DBE) on projects with an DBE Neutral goal. While DBE participation is encouraged on proposals with an DBE Neutral goal, responders are not required to submit GFE documentation. See DBE Special Provisions, Appendix B part F.

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 $102,600. 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.

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's 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.

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 .

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 of 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 **DBE Neutral** has been established for this procurement.

- Responders are directed to read the DBE Special Provisions, as posted at https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=537776 and attached as Appendix B. The DBE Special Provisions explain 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 visit the MnDOT prequalification list or for additional DBE participation visit https://mnucp.metc.state.mn.us/.

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 DBE neutral means throughout the period of performance.

d. The Contractor must pay each subcontractor no later than 10 business days of receiving payment for undisputed services provided by the subcontractor. This applies to all subcontractors. The responder must pay the subcontractor interest charges of 1.5 percent per month, or any part of a month, on any undisputed amount not paid within 10 days. The responder must make prompt and full payment of any retainage kept by the prime contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed.

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. The contractor's failure to 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

Non-Discrimination Assurances

Responders must provide confirmation they agree 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.

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

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

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

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

- The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.

- The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity's interests are, or may be, adverse to the state's interests with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on an MAPO project if a local government has also retained the proposer for the purpose of persuading MAPO to stop or alter the project plans.

- The Contract is for right-of-way acquisition services or related services (e.g., geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the Contract.

- The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this Contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this Contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the Contract when such work involves providing recommendations for right-of-way acquisition, access control, and the design or location of frontage roads and interchanges. **Comment**: this provision does not presume proposers know or have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.

- The proposer has a business arrangement with a current MAPO employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former MAPO employees, or their immediate family members. Comment: this provision is not intended to supersede any MAPO policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.

- The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment**: this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.

- The proposer has, in previous work for the state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.

- The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

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

____Determined that no potential organizational conflict of interest exists.

____Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

_____ _____

Signature Date

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

_____ _____

Name Phone

AFFIRMATIVE ACTION CERTIFICATION

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

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

Your response will be rejected unless your business:

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

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

☐ We have a current Certificate of Compliance issued by the MDHR. Proceed to Box C. Include a copy of you Certification with your response.

☐ We do not have a current Certificate of Compliance; However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____(date). If the date is the same as the response due date, indicate the time your plan was received: _____(time). Proceed to Box C.

☐ We do not have a Certification of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to Box C. Contact the MDHR for assistance. (See below for contact information)

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: _ Date _____

Authorized Signature: _____ Phone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section
190 East 5th St., Suite 700
St. Paul, MN 55101

Web: https://www.mn.gov/mdhr/

Email: employerinfo@therightsplace.net

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Fax: (651) 296-9042

TTY: (651) 296-1283

IMMIGRATION STATUS CERTIFICATION

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

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

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

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

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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