

REQUEST FOR PROPOSAL

Mankato/North Mankato Area Planning Organization (MAPO)

Highway 169 Corridor Study

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

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Deliver To: Charles Androsky
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Respond By: **4:30p.m. September 16, 2019**
Late proposals will not be accepted

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Introduction

The Mankato/North Mankato Area Planning Organization (MAPO) hereby solicits proposals from qualified firms for its Highway 169 Corridor Study (Study). The Study shall serve as a comprehensive document for future corridor transportation planning and programming and be compliant with all applicable local, state, and federal guidance and legislation. The professional-technical contract and procurement process will be administered by MAPO, with Minnesota Department of Transportation (MnDOT) and local jurisdiction participation.

Study Area

The geography of the segment studied shall be the Highway 169 (US169) corridor routing from the intersection of US169 and State Highway 60 on the west and the intersection of US169 North and Lake Street NW on the north (Appendix A: Map of Proposed Study Area).

The corridor to be studied has a range of different contextual settings, factors, and needs, each with unique and interrelated challenges and opportunities. High-ranking proposals will demonstrate how the responder shall execute a successful study of a complex, multimodal corridor with participation and buy-in from a variety of governmental jurisdictions.

Requested Planning Proposal

This Request for Proposal (RFP) is directed toward planning and engineering firms qualified in conducting a transportation corridor study and implementation plan. Among additional elements, the selected consultant (Consultant) will develop and evaluate alternatives for management of existing and future transportation and traffic flow in the corridor, with discussion on alternative lane configurations, access management, multimodalism, intersection control options, alternative intersection designs, and bicycle and pedestrian connectivity. Substantial consideration shall be given to the various existing and potential land uses along the roadway, with possible impacts and opportunities related to land use designation. Consideration shall also be given to local roadway and trail networks associated with alternatives presented.

The Study shall be contracted by MAPO and co-managed by a Project Management Team (PMT) consisting of representatives from the Minnesota Department of Transportation (MnDOT) District 7, Blue Earth County, the City of Mankato, the City of North Mankato, and Nicollet County. These agencies, as well as the Township of South Bend, will be consulted throughout the Study as roadway and other infrastructure and systems under these jurisdictions run parallel to and intersect US169, forming a comprehensive multimodal transportation system. Land use control through the corridor falls within local jurisdictions and is not comprehensive, although some overarching land use recommendations may be a possible outcome of this effort. The Study will identify and evaluate existing and future needs that will inform decision-making and investments. The contract is partially funded by the Federal Highway Administration (FHWA).

Scope of Work

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

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

City Resolutions

In July 2019 the cities of Mankato and North Mankato passed individual resolutions authorizing the study. Both resolutions and details specified within will be carefully reviewed by the Consultant and their specifications will be integrated throughout the Study (Appendix E).

Scope of Work Task I: Project Management

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

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

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

Project Management Team (PMT)

The Consultant shall lead coordination of a **Project Management Team (PMT)** comprised of stakeholders including Transportation Planner, Charles Androsky, representatives from MAPO, MnDOT, the cities of Mankato and North Mankato, and the counties of Blue Earth and Nicollet. The PMT will serve as the project’s primary management entity. The Consultant shall work closely with the PMT throughout the life of the project and lead communication, coordination, and selecting and onboarding members of the PMT as needed. All project work products shall be submitted for review and revision to the PMT.

The Consultant shall also organize and host biweekly PMT meetings, including preparation of meeting agendas and taking and reporting meeting minutes. Attendance to PMT meetings shall consistently include PMT members, however other stakeholders may attend PMT meetings and provide input varying on meeting topics and areas of focus.

Project Management Plan (PMP)

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

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

- Development, revision, approval, and delivery date/date ranges for all project components and work products.
- Scheduling of internal and external meetings and public engagement events and campaigns. This shall include a project kickoff meeting, PMT meetings, one-on-one agency meetings/presentations with stakeholders including the cities of Mankato and North Mankato, and state/federal oversight agencies. Schedule shall include strategic social media campaigns and traditional media relations and required updates/presentations to the MAPO TAC and Policy Board over the course of study.
- Identification of current federal and state transportation requirements and guidance for MPOs, including all components required for the Study to be approved by local, state, and federal entities.
- Identification of specific issues to be addressed in the Study.
- Refine roles of MAPO and MnDOT staff and partners.
- Establish data collection and analysis needs and methods for obtaining data.
- Establish partner/stakeholder contact list and strategy for use.
- Calculate financial estimates and expense scheduling to ensure all work stays within budget and time parameters.
- Calculating current and projected transportation demand of persons and goods affecting the corridor.
- Review and reporting of existing and proposed transportation facilities.
- Operational and management strategies to maintain and improve the performance of existing transportation facilities.
- Performance measures and performance targets in accordance with §450.306(d).
- Consideration to congestion management processes.
- Assessment of capital investment and other strategies to preserve existing and projected future metropolitan transportation infrastructure.
- Transportation and transit enhancement activities.
- Consideration to the linkages between land use (housing, employment, commerce) and the effects of those decisions on the transportation system.
- A discussion of types of potential environmental mitigation activities and potential areas to carry out these activities. Discussion shall be developed with input and approval from all applicable federal, state, and tribal land management, wildlife, and regulatory agencies.
- Pedestrian and bicycle transportation facilities in accordance with 23 U.S.C. 217(g).
- Update of traffic forecasting projections. This shall include analysis of forecasts developed and consultation with local, MnDOT and FHWA partners.

- Consideration for recovery planning in the event of unforeseen delay.

Scope of Work Task II: Project Components

Purpose and Needs Document

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

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

Data Acquisition

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

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

- Adopted community plans and studies, land use information, zoning studies/plans and regulations.
- Adopted Long Range Transportation Plan, Transportation Improvement Program (TIP) and associated data.
- Intersection Control Evaluations.
Traffic counts (auto, bicyclist, pedestrian, ramp counts) Highway Performance Monitoring System (HPMS) data, signal warrants, aerial photos, major street network classifications, sign inventories, traffic signal data, GIS/CADD property and right-of-way maps, funding data, etc.
- Limited and dated data includes: signalized and unsignalized intersection capacity analyses (LOS), Corridor Level of Travel Time Reliability, travel speeds, turning movements, roadway widths, right-of-way widths, number of lanes, sidewalk inventories, ADA ramp locations, transit ridership, transit maps and route information.
- U.S. Bureau of Census data.
- City building permits, County permits, utility records, etc.
- Socioeconomic data and projections compiled by MAPO staff and the Minnesota Department of Employment and Economic Development (DEED).

- GIS data/layers, as available from City, County and State.

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

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

Existing Conditions

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

Future Conditions

The Consultant will work with MAPO, MnDOT, and the affected cities and counties to develop **20-Year Traffic Scenarios** for US169, major intersections, and other roadways that may impact traffic movements in the corridor. The Consultant will provide all figures and supporting documentation for traffic projections, Level of Service determinations, accident rates, and safety analyses to the PMT for review and concurrence.

The Consultant's analysis should determine future volumes, identification of locations with future potential for capacity and safety deficiencies, and address latent demand. This shall include alternatives and costs for correcting these deficiencies as part of the Study's Alternatives and Alternative Analysis elements.

Traffic Analysis

The Consultant shall identify constraints, opportunities and issues in the corridor by analyzing existing multimodal traffic conditions for US169 and roadways as sources of traffic entering or exiting the corridor, including the below connections:

- TH 169 (both southern and northern end of segment)
- CSAH 90
- CR 69
- TH 68
- CR 33
- North Hawley Street
- CHS
- Riverfront Drive
- Lookout Drive
- Belgrade Avenue

- Webster Avenue
- Lind Street
- TH 14
- Lake Street (both inputs)

The Consultant will determine existing capacities, identify locations with existing or short term potential for capacity and safety deficiencies, access management and control to adjacent properties, and propose alternatives for correcting these deficiencies, including both the state and local roadway system. This analysis will include Origin-Destination (O-D) study and analysis which will show how the corridor is currently being used by cars, trucks, bicyclists and pedestrians on both state and local systems.

The Consultant shall conduct analysis regarding pedestrian and bicycle traffic movements, including the 169 Bridge over the Blue Earth River, 169 over the Minnesota River, the Veterans Memorial Bridge, and the Highway 14 Bridge over the Minnesota River. Analysis shall be given to at-grade crossing movements along Lind Street at the confluence of the North Mankato trail along TH 14 and the trail between 169 and the Minnesota River.

The Consultant will use the above data elements to develop a corridor **Access Management Strategy**, a **Traffic Operations Analysis Document**, and **Traffic Projections** for future land use assumptions based on forecasts and existing plans, including city land use plans.

Technical Memoranda

The Consultant shall synthesize project work elements (data analysis, stakeholder engagement, forecasting, etc.) to develop technical memoranda on the subjects of **Existing Conditions**, **Traffic/Travel Analysis**, **Evaluation Criteria**, **Issues**, **Alternatives Development**, **Alternatives Evaluation** and **Recommendations for Implementation**. These memoranda shall be of high professional quality and developed with input and approval of project partners and designed with congruous language, visual elements, and flow, as they shall comprise sections of the final Study.

Alternatives

Based upon analysis of data collected and public engagement results, the Consultant shall develop **Alternatives** that will address the needs and deficiencies for traffic flow of all modes, safety, level of service, land use considerations, pedestrian connectivity, and contextual traffic characteristics for the next 20 years and beyond. The Alternatives should provide detail including, but not limited to:

- Number and width of lanes
- Vertical and horizontal alignments to determine right-of-way widths and slope easements (as appropriate)
- Intersection configuration including turn lanes and traffic control, drainage, potential major water and sewer and utility conflicts, bicycle, pedestrian, and transit (if applicable) facilities etc.
- Conceptual roadway plans and profiles where appropriate, including selected preliminary design expecting some alignments and cross sections where right-of-way is likely to be impacted
- Alternate intersection alignments and traffic control
- estimated costs
- Adequacy and need of traffic control on connecting roadways and intersections

- Adjacent property owner concerns
- Impacts and opportunities with local businesses, parklands, schools, other pertinent agencies
- Review of existing and future land use plans for the Study geography with consideration to how current and future land use/development could affect trip generation.
- Highway Safety Manual Prediction of crashes and crash reduction for each alternative

Performance Measures

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

Alternatives Analysis

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

- Prediction of crashes based on alternatives
- Highway Safety Manual (HSM) analysis
- Existing local and state plans, policies, and reports
- A VISSIM analysis will be needed between Belgrade Avenue and Trunk Highway 14
- Economic impacts, including benefit-cost analyses
- Land use impacts
- Level of Service (LOS) analyses
- Ends in geometric layout – not signed by GDSU
- Cost estimates will be calculated with each alternative (local, state, and federal)
- Accident rates and overall safety
- The Federal Highway Administration (FHWA) will require the same level of analysis for all alternatives

The Alternatives Analysis shall include a matrix of impacts including, but not limited to: benefits, cost, environmental impacts, and potential right-of-way needs. Future priority setting and decision making for project investments shall be made in the context of adopted local, regional and statewide plans. The Alternatives Analysis should include a focus on Complete Streets improvements for the length of US169, including possible transit-oriented alternatives. Potential pedestrian at-grade and grade separated crossings should be evaluated.

Rigorous analysis be given certain areas identified by the PMT. This shall entail going above and beyond simple data gathering and future land use planning. For example, these analyses may include developing metrics for analyzing alternatives, and discussion regarding those metrics and how they tie to the purpose and vision for the corridor. Areas requiring rigorous analysis shall include, but not limited to:

- Belgrade to Lake Street (end of reconstruction)
- Pedestrian accommodation throughout the corridor
- 549th (Benco Electric) to the Blue Earth River (7.5 intersections including TH68)

Implementation Plan

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

Deliverables under this Scope of Work task shall include, but not be limited to, a **Purpose and Needs Document**, **Performance Measures and Standards**, **Alternatives**, development of memorandums relating to **Existing Conditions**, **Traffic/Travel Analysis**, **Evaluation Criteria**, **Issues**, **Alternatives Development**, **Alternatives Analysis** and **Recommendations for Implementation**, development of an **Access Management Strategy**, **20-year traffic scenarios**, **Traffic Operations Analysis Document**, and an **Implementation Plan**

Scope of Work Task III: Public Engagement and Partnerships

It is imperative to engage the public and keep citizens informed of project planning activities and outcomes using a public engagement strategy. In addition to independent engagement/advertising measures, the Consultant shall coordinate with the Public Information departments of MAPO municipalities and MnDOT on potential opportunities to utilize public engagement services/mediums/methods implemented by agencies, as well as announcements for public events and engagement efforts.

Public Involvement Plan (PIP)

The Consultant will utilize the MAPO Public Participation Plan and Staff Guide (PPP) to serve as a framework for the development of a **169 Corridor Study Public Involvement Plan (PIP)**. The PIP shall also describe and define public engagement strategies for the study's development and describe how input shall be obtained and integrated from applicable agencies. At minimum the project PIP should include consideration to the below items:

- A list of potential stakeholders including representation from the local business, pedestrian/bicyclist, residential, landowner, municipal, and economic development communities.
- Strategies and tactics for informing, educating and involving identified stakeholders and the public about Study development process and significant issues under consideration.
- Alternatives for gathering responses to draft work products.
- A plan for presenting proposed actions and alternatives at public meetings/hearings.
- Mechanisms for documenting involvement, as well as analyzing and summarizing responses received during all phases of the Study.
- Clear identification of methods by which traditionally underserved populations shall be engaged in Study development.

Advertising

A thorough and effective social media component must be threaded throughout the project's public engagement process. This must include, at minimum, a project website and coordinated social media campaign. The project website shall serve as a source of Study information, list upcoming events/meetings, and serve as a collection point for public input. Throughout the life of the project, the Consultant shall maintain a stakeholder email list to be used as a component of

project public engagement. The stakeholder email list will be delivered to MAPO at project completion.

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

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

Public Engagement Events

The Consultant shall coordinate and host at least **three (3) 169 Corridor Study Open Houses**. Each Open House will include emphasis on reaching consensus among attendees on needed corridor improvements. The **first Open House** meeting will be held early in the planning process, but after the initial data gathering, with the purpose of introducing the Study, educating the public on initial data gathering results, listening to the public, and providing opportunity for the public to identify transportation issues. The **second Open House** meeting shall be conducted at the approximate halfway point through the process to share proposed goals and objectives and a preliminary listing of the potential range of alternatives based on future system forecasts and input received during the first half of the project. The **third and final Open House** shall be held near the end of the planning process to present a 169 Corridor Study to the community and seek feedback and consensus. Feedback from each **Open House** will be analyzed by the Consultant and the PMT and integrated into the Study as directed by the PMT.

To aid in proposal budgeting, respondents are asked to account for up to **two (2) location-based engagement efforts** in addition to the three Open Houses, such as pop-up events or focus groups targeted at specific areas/routes/populations. These events will be scheduled by the PMT as opportunities arise throughout the course of Study.

Stakeholder Focus Groups

With direction from the PMT, the Consultant shall coordinate, market, and lead a series of on-site **Stakeholder Focus Group** meetings. These meetings will be selectively targeted toward obtaining input from specific stakeholder populations of 1) Business Owners 2) Homeowners, and 3) Pedestrians/Bicyclists. The Consultant will seek input from the PMT regarding the design/format of the focus group meetings and collect/analyze/report input obtained from each group. For budgeting purposes, respondents are asked to account for two (2) meetings with each identified stakeholder group (Business Owners, Homeowners, and Pedestrians/Bicyclists) for a total of **six (6)** focus group meetings.

Partner & Jurisdictional Input

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

At project outset the Consultant shall coordinate and lead a **project kickoff meeting** between the Consultant and the Project Management Team (PMT). The project kickoff meeting shall serve to establish early guidance on project scope, approach, roles, objectives, and methodology.

MAPO TAC meetings

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

MAPO Policy Board meetings

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

At relevant and requested times throughout the course of the project, the Consultant shall coordinate and participate in at least **two (2) meetings with appropriate oversight and approval entities with MnDOT and FHWA**. These conferences will be used to present findings to MnDOT and FHWA and solicit guidance from those entities in order to ensure the final product is fully compliant with all applicable state and federal requirements.

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

- Three (3) Open Houses
- Two (2) location-based ancillary presentations/pop up events
- Six (6) stakeholder focus group meetings
- Two (2) presentations to the Mankato City Council
- Two (2) presentations to the North Mankato City Council
- Two (2) MAPO TAC meetings
- Two (2) MAPO Policy Board meetings
- Two (2) meetings with appropriate oversight and approval entities with MnDOT and FHWA

Provision of Materials

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

Deliverables under this task shall include, but not be limited to, a **Public Involvement Plan (PIP)**, a **Stakeholder Email List**, elements of public engagement as described above,

presentation materials, a **Public Comment Log**, and required meetings/presentations with the various entities listed above.

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

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

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

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

Environmental Impact

The Consultant shall identify all necessary environmental documents and guidance available from federal, state, and local agencies. Consultant shall produce an **Environmental Impact Summary** document to be approved by the PMT. Items of consideration shall include, but not be limited to:

- Applicable Code of Federal Regulations requirements including 4(f). Consultant shall identify all resources and possible impacts as they relate to the study area.
- Air, Noise, and Water Quality impacts
- With regard to Noise, assume the following:
 - The project is a type 1 project
 - Noise is currently above the threshold
 - 20' wall
 - There will need to be a discussion of noise walls but not an analysis.
- Potential for Phase 1 environmental review
- Threatened and endangered species
- Contaminated properties: MnDOT will perform and supply documentation to the Consultant.
- Wetlands: Consultant shall access and analyze National Wetlands Inventory (NWI) information and seek validation by PMT.
- MnDOT will conduct Historic review and provide the review to the Consultant for incorporation into the final document.

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

Scope of Work Task V: Project Completion / Plan Delivery

The Consultant shall perform work necessary to ensure final delivery of the 169 Corridor Study to the MAPO Policy Board no later than **May, 2021**. To achieve this goal, the MAPO Technical Advisory Committee (TAC) must approve and recommend acceptance of the Study at or before their **April, 2021** meeting. The final delivery schedule is illustrated below:

Date	Action
February, 2021	Consultant delivers draft plan to partner jurisdictions and MAPO TAC for review and comment.
February, 2021	Consultant delivers presentation on draft plan to MAPO TAC at their regular meeting and solicits comments.
March, 2021	Consultant incorporates comments.
March, 2021	Consultant delivers finalized draft to MAPO.
April, 2021	MAPO TAC motions to recommend acceptance of Study.
May, 2021	Consultant delivers final presentation to MAPO Policy Board, Policy Board accepts Study.

Completion of this task shall involve:

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

Project Deliverables

Deliverables and work components of the Highway 169 Corridor Study shall include, but not be limited to:

- **Project Management Plan**
- **Purpose and Needs Document**
- **Performance Measures and Standards**
- **Access Management Strategy**
- **20-Year Traffic Scenarios**
- **Traffic Operations Analysis Document**
- Technical memoranda regarding:
 - **Existing Conditions**
 - **Traffic/Travel Analysis**
 - **Evaluation Criteria**
 - **Issues**
 - **Alternatives Development**
 - **Alternatives Evaluation**

- **Recommendations for Implementation**
- **Alternatives**
- **Alternatives Analysis** including;
 - a Highway Safety Manual Prediction of crashes and crash reduction for each alternative
 - Impacts of the alternatives on regional and county roadway systems that connect to US169 and impacts to and opportunities and recommendations for connecting and relieving US169 via local roadways.
 - Investigation of the feasibility of construction of alternatives within existing rights-of-way and conceptual right-of-way needs for contemplated alternatives. Conceptual roadway plans and profiles where appropriate, including selected preliminary design expecting some alignments and cross sections where right-of-way is likely to be impacted.
- **Traffic Projections**
- Examining impacts and opportunities to transit movements (local and regional)
- Evaluation of possible alternative intersection alignments and traffic control at existing signalized and other intersections as determined during the study.
- Evaluation of enhanced pedestrian crossing options along the corridor
- A **Traffic Operations Analysis Document**
- Analysis and Compilation of crash data, including prediction of future crash rates for no-build and possible alternatives and assessment of high risk locations
- Examining impacts to freight movements (truck and rail) along and through the corridor, including investigation to (and development of measures for) intensity of freight-specific peaks.
- Analysis of resulting capacity, local context, and level of service at major intersections (Note: *in terms of setting priorities, safety is higher than capacity*)
- **Environmental Justice Report**
- **Environmental Impact Summary Document**
- An **Implementation Plan** with conceptual cost estimates, cost sharing scenarios, optimal timeframes, and consideration to Fiscal Constraint.

Data Rights and Use

MAPO will retain use rights and ownership of all materials generated, including (but not limited to) data, reports, presentations, maps, graphics, photos, figures, GIS databases, and social media elements. All reports shall be of high quality and reproducible. All text-and graphic-based deliverables shall be provided in both PDF and Word format and converted to the highest level of ADA compliance for website and email distribution. All GIS-related data including geodatabases and shapefiles shall be provided in a format compatible with MAPO's computer software and hardware (ESRI ArcMAP, projected to NAD 1983 HARN Adj MN Blue Earth). MAPO shall be granted the right to use any and all materials for future planning, programming, education, or communication uses.

Delivery

After acceptance of the 169 Corridor Study by the MAPO Policy Board, the Consultant will prepare and present a complete and approved 169 Corridor Study to the MAPO and the MAPO's member jurisdictions. This shall include:

- A comprehensive record of steps performed, data collected, and analysis conducted.
- 169 Corridor Study Executive Summary (PDF and print versions)
- Final 169 Corridor Study (PDF and print versions)

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

Additional Requirements & Contract Schedule/Duration

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

- Clearly communicate in a responsive manner and coordinate with MAPO staff and local partners on all matters throughout life of project.
- Provide regular project updates via attendance to meetings as needed and/or electronic submission of progress reports as directed.
- Promptly deliver all draft work products, deliverables, draft plan sections, finalized plan materials, and presentations by agreed upon deadlines.
- Contract work is anticipated to start by **November 2019.**
- Study should be delivered by **March 2021.**
- Contract will be effective until **+ 4 months after deliver date.**

Proposal Content

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

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

1. Cover Letter

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

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

2. Team Qualifications (Statement of Qualifications):

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

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

3. Budget

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

4. Work Plan

An illustrative **Work Plan** identifying the major tasks to be accomplished. The Work Plan must present the Responder's approach, task breakdown, and deliverable due dates. Included within the Work Plan, consultants are encouraged to submit a tentative draft project timeline detailing a schedule of project activities including work periods per topic/section with deadlines, kickoff meeting, PMT meetings, Open Houses, one-on-one agency meetings, timed social media efforts, presentations to various bodies, and consideration to scheduling for up to two (2) ancillary pop-up meetings/focus groups, as Provide an outline of anticipated schedule for completing the Scope of Work beginning with issuance of a notice to proceed to submitting the final work product. The schedule must show how final product will be completed and considered for acceptance.

5. Previous Projects:

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

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

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

Consultant Selection

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

Subcontracts

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

Proposal Submission

All proposals must be sent to:

Charles Androsky
Transportation Planner
Mankato/North Mankato Area Planning Organization
10 Civic Center Plaza
Mankato, MN 56001

All responses must be received no later than 4:30 p.m. Central time on September 16, 2019. Proposals must be bound, page numbered, and sections must be organized by labeled protruding divider tabs to allow quick reference by the selection committee. Submit a total of **six (6)** copies of the proposal. Of the six, submit one (1) original copy signed in all applicable areas by a principal member of the firm in ink. The remaining five (5) copies may be copies of the original.

Proposals are to be submitted in a sealed mailing envelope or package, clearly marked “**Proposal: 169 Corridor Study**” on the outside.

The Consultant shall also deliver **digital** copies of the proposal via emailed PDF or link to online digital file sharing system such as SharePoint, etc. Electronic materials shall be emailed to Charles Androsky at candrosky@mankatomn.gov by the above deadline.

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)

Proposals will be evaluated and a successful Responder will be notified by **October, 2019**.

Selection Timeline

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

August 14, 2019	First day of RFP posting
September 9, 2019	Last date MAPO staff will answer RFP questions
September 16, 2019	Deadline for RFP responses
September/October, 2019	Evaluation and scoring of RFP responses
October, 2019	Successful bidder notified
October-November 2019	MAPO Policy Board, MnDOT, FHWA approvals
November, 2019	Contract negotiations finalized
December, 2019	Alternate Policy Board, MnDOT, FHWA approval date
December, 2019	Project initiated

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

Request for Clarification

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

Proposal Questions/Clarifications

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

Charles Androsky, Transportation Planner
candrosky@mankatomn.gov

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

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

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

General Information

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

MAPO Not Obligated To Complete Project

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

Disposition of Responses

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

- Clearly mark all trade secret materials in its response at the time the response is submitted,
- Include a statement with its response justifying the trade secret designation for each item, and

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

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

Federal Requirements

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

Proposal Protest Procedure

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

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

Termination

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

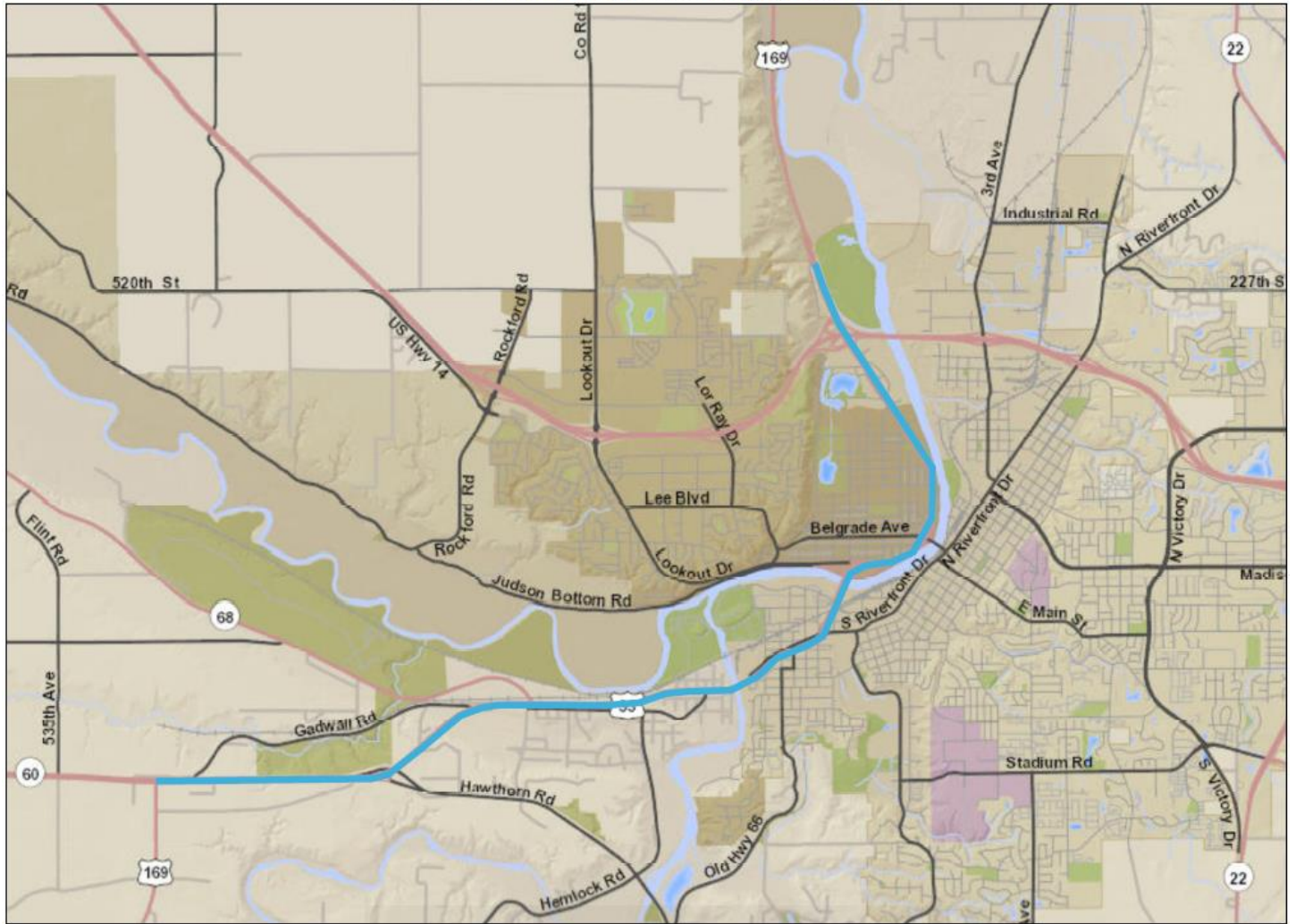
DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL.

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

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

Appendix A: Map of Proposed Study Area

Proposed 169 Corridor Study geography



Appendix B: Required Contract Clauses

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

CFDA # 20.205

FEDERAL CONTRACT CLAUSES

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

A. ACCESS TO RECORDS AND REPORTS

2 CFR §200.336

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

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

B. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

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

D. CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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

opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

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

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

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

E. BREACHES AND DISPUTE RESOLUTION

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

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

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

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

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

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

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

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

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the

termination of this contract or such other remedy as MAPO deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

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

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

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

G. PROCUREMENT OF RECOVERED MATERIALS

2 CFR §200.322

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

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

H. DISCLAIMER

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

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

I. TERMINATION FOR CAUSE AND FOR CONVENIENCE

2 CFR Part 200, Appendix II(B)

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

J. FEDERAL CHANGES

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

K. REMEDIES

2 CFR Part 200, Appendix II(A)

Remedies - Contracts for more than \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

L. CLEAN AIR AND CLEAN WATER

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

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

OTHER REQUIRED CONTRACT CLAUSES

The Contractor agrees to comply with the following additional requirements.

M. CONDITIONS OF PAYMENT

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

Appendix C: Required Affidavits and Certifications

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

DESCRIPTION OF REQUIRED FORMS

Affidavit of Noncollusion

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

Organizational Conflicts of Interest

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

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

Affirmative Action Data

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

Immigration Status Certification

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

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

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

Restrictions on Lobbying

Contractors that apply or bid for an award of \$100,000 or more must completed the required certification that is will not and has not used Federally appropriated funds to pay any person or organization for influencing an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The offeror must submit the required form with their proposal.

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

Standard of Performance, Insurance and Indemnity

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

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

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

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

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

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

Affidavit of Noncollusion

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this: _____ day of _____

Notary Public: _____

My commission expires: _____

Conflict of Interest Checklist and Disclosure Form

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

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

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

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

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

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

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

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

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

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

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

Disclosure of Potential Conflict of Interest

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

_____ Determined that no potential organizational conflict of interest exists.

_____ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature

Date

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

Name

Phone

Affirmative Action Certification

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

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

Your response will be rejected unless your business:

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

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

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

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

BOX B – For those companies not described in BOX A

Check below

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

BOX C – For all companies

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

Name of Company: _ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

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

Web: www.humanrights.state.mn.us

Email: employerinfo@therightsplace.net

TC Metro: (651) 296-5663

Fax: (651) 296-9042

Toll Free: 800-657-3704

TTY: (651) 296-1283

Immigration Status Certification

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

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

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

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

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

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

Appendix D: MAPO TAC & Policy Board Membership

Mankato/North Mankato Area Planning Organization Policy Board

Tim Auringer – City of Eagle Lake
Jack Kolars – Nicollet County
Mike Laven – City of Mankato
Mark Piepho – Blue Earth County (chair)
Dan Rotchadl – MAPO Townships
James Whitlock – City of North Mankato

Mankato/North Mankato Area Planning Organization Technical Advisory Committee

Ronda Allis – MnDOT (District 7)
Paige Attarian – City of Skyline
Jennifer Bromeland – City of Eagle Lake
David Cowan – Minnesota State University, Mankato
Michael Fischer – City of North Mankato
Karl Friedrichs – Lime Township
Seth Greenwood – Nicollet County
Scott Hogen – Mankato Area Public Schools (District #77)
Jeff Johnson – City of Mankato
Curt Kloss – Leray Township
Mandy Landkamer – Nicollet County
Craig Smith – Belgrade Township
Leroy McClelland – South Bend Township
Ed Pankratz – Mankato Township
Paul Peterson – Mankato Area Public Schools (District #77)
Shawn Schloesser – Region Nine Development Commission
Michael Stalberger – Blue Earth County
Craig Rempp – City of Mankato, Transit
Dan Sarff – City of North Mankato
Ryan Thilges – Blue Earth County (chair)
Paul Vogel – City of Mankato

Appendix E: City Resolutions
Resolution: City of Mankato

R-19-0708-119

RESOLUTION AUTHORIZING AND REAFFIRMING THE CITY OF MANKATO'S PARTICIPATION TO UNDERTAKE A JOINT CORRIDOR STUDY FOR HIGHWAY 169

WHEREAS, in 1996, a Highway 169 Corridor Plan was developed under the Mankato Area Transportation Study (MATAPS) process; and

WHEREAS, the City of Mankato facilitated certain local road improvements, connections, and aspects of the MATAPS plan; and

WHEREAS, subsequent updates to the MATAPS plan were made in 2003, and again in 2010; and

WHEREAS, the public engagement process identified concerns on the part of Mankato property owners along the corridor that any closure and subsequent relocation of the Lind Street access be done in a manner that assures long-term economic vitality of the businesses and properties serviced by the Lind Street access; and

WHEREAS, the Highway 14 /Highway 169 interchange is inadequate, and in particular, the turning movements from North Mankato TH 14 to the TH 169 ramp are in need of critical safety and operational improvements; and

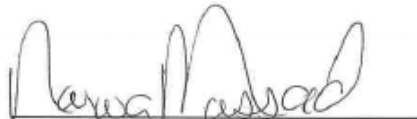
WHEREAS, it is imperative that the corridor plan be prepared and included in the revised 10 year Long Range Transportation Plan for MnDOT District 7, so as to assure effective reinvestment of future state transportation funding and securing federal funding opportunities.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that participation is authorized in the Highway 169 Joint Corridor Study provided that any alternatives which include the closure and relocation of Lind Street remain economically viable to the affected businesses and property owners within the City of Mankato.

BE IT FURTHER RESOLVED that the City of Mankato retains its rights of municipal consent over local street closures and access relocations identified through the Highway 169 Corridor Study process.

This Resolution shall become effective upon its passage and without further publication.

Dated this 8th day of July, 2019.


Najwa Massad
Mayor


Renae Kopischke
Executive Assistant

RESOLUTION AUTHORIZING NORTH MANKATO'S LOCAL CONSENT FOR THE MANKATO/NORTH MANKATO AREA PLANNING ORGANIZATION TO UNDERTAKE A CORRIDOR STUDY OF HIGHWAY 169 FROM LAKE STREET NORTHWEST TO STATE HIGHWAY 60 AND ALSO PROVIDING CONDITIONS OF THAT LOCAL CONSENT

WHEREAS, in 1996, area governments decided that an area transportation plan was needed. This resulted in a coordinated effort to produce the Mankato Area Transportation & Planning Study (MATAPS); and

WHEREAS, an update of MATAPS was completed in 2003 and 2012; and

WHEREAS, a reoccurring component of MATAPS was Highway 169 corridor improvements; and

WHEREAS, the Mankato/North Mankato Area Planning Organization Policy Board (MAPO) budgeted funds for the Highway 169 Corridor Study from Lake Street Northwest to State Highway 60 to be completed in 2019; and

WHEREAS, proceeding with corridor studies requires a resolution of consent from local governments included in the study; and

WHEREAS, a critical intersection along the Highway 169 Corridor is at Webster Avenue where many North Mankato businesses rely on unrestricted access and turning movements on and off Highway 169; and

WHEREAS, in 2017, the City of North Mankato held business engagement meetings with area businesses to discuss the importance of the Highway 169 and Webster Avenue intersection; and

WHEREAS, it was evident that all participating area businesses believe that both north and southbound access from Webster Avenue to Highway 169 is critical to the success of their businesses, and do not support any planning efforts which would restrict turning movements on or off of Highway 169 at Webster Avenue; and

WHEREAS, the official position of the City of North Mankato is Webster Avenue shall remain open as a full access intersection with no restriction on turning movements and this has been North Mankato's position for over twenty years; and

WHEREAS, Webster Avenue is a critical full access intersection for both transportation and emergency response in Lower North Mankato; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, AS FOLLOWS:

1. The North Mankato City Council supports the inclusion of a Highway 169 Corridor Study in the 2019 MAPO work plan subject to the following condition:

a. The study will include maintaining a full access intersection at Webster Avenue that is supported by the City of North Mankato.

2. If the study includes an option for relocating the Webster Avenue intersection, North Mankato's support for the recommendations is conditioned on the following:

a. All existing businesses in the corridor are provided with an economically viable and safe access.

b. Any new proposed location of the Webster Avenue intersection must remain within the boundaries (present or expanded) of the City of North Mankato.

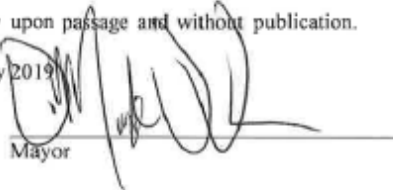
c. Any new proposed location for the Webster Avenue intersection must include an area that is economically viable and feasible for redevelopment and reinvestment.

d. Any new proposed location of the Webster Avenue intersection will include a safe outlet for residents in Lower North Mankato, and that access point must be within the municipal boundaries (present or expanded) of North Mankato.

3. An oversight committee be established for the project, including one staff member from the City of North Mankato, one staff member from the City of Mankato, and one staff member from the Minnesota Department of Transportation. This committee will be responsible for issuing, receiving proposals, interviewing prospective firms, recommending firms for selection to the MPO board, managing the corridor study, and approving its recommendations to the Policy Board and respective jurisdictions.

This resolution shall become effective immediately upon passage and without publication.

Adopted by the City Council this 1st day of July 2019



Mayor

ATTEST:



City Clerk