REQUEST FOR PROPOSAL
Mankato/North Mankato Area Planning Organization (MAPO)
Intersection Control Evaluation (ICE)
Lor Ray Drive and James Drive, North Mankato, MN

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

Issue Date: February 19, 2020

Deliver To: Charles Androsky
Transportation Planner

Respond By: 4:30 p.m. March 20, 2020
Late proposals will not be accepted

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

The Mankato/North Mankato Area Planning Organization (MAPO) ................................................................. 3
Project .......................................................................................................................................................... 3
Scope of Work .................................................................................................................................................. 3
Scope of Work Task I. Project Management .................................................................................................. 3
Scope of Work Task II: Data Collection ......................................................................................................... 5
Scope of Work Task IV: Data Analysis and Study Development ................................................................. 6
Scope of Work Task VI: Environmental Justice and Title VI ................................................................. 8
Scope of Work Task VII: Project Completion ............................................................................................... 8
Map of Proposed Study Area .................................................................................................................. 9
Final Deliverables ......................................................................................................................................... 9
Proposal Content .......................................................................................................................................... 10
Proposal Submittal ....................................................................................................................................... 10
Proposal Evaluation .................................................................................................................................... 10
Request for Clarification ............................................................................................................................ 11
Proposal Questions ....................................................................................................................................... 11
Proposal Protest Procedure ........................................................................................................................ 12
Termination .................................................................................................................................................. 12
MAPO Not Obligated to Complete Project ............................................................................................... 13
Disposition of Responses .......................................................................................................................... 13
Disadvantaged Business Enterprise (DBE) Goal ..................................................................................... 13
Required Statement for All Notices, RFP, and Contracts ....................................................................... 13
Appendix A Map of MAPO Planning Boundary ....................................................................................... 15
Appendix B Required Contract Clauses .................................................................................................... 16
Appendix C Required Affidavits and Certifications .................................................................................. 21
Appendix D TAC & Policy Board Membership ....................................................................................... 36
The Mankato/North Mankato Area Planning Organization (MAPO)
Under the authority of 23 CFR §450.310(a) the Mankato/North Mankato Area Planning Organization (MAPO) is the federally-designated Metropolitan Planning Organization (MPO) for the Mankato/North Mankato urbanized area. MAPO’s role includes providing planning assistance to local jurisdictions on transportation and land use interactions and related transportation issues within the MAPO area.

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

- Providing a safe, efficient, accessible, cost-effective and aesthetically pleasing transportation system.

- Improving the multimodal transportation circulation of people and goods, using both motorized and non-motorized transportation modes and facilities.

- Providing a balanced approach to the consideration and selection of access strategies and concepts during planning, project identification and initiation processes that contemplate the addition, expansion or full control of intersections.

The study will be prepared cooperatively by and between the selected consultant (Consultant), the public, and the participants of the MAPO. The primary participants of this study include the MAPO Policy Board and Technical Advisory Committee (TAC), City of North Mankato, and the Minnesota Department of Transportation. MAPO staff will perform contract oversight and coordination. The budget for this project is not to exceed $15,000.

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

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

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

Consultant shall ensure proper management of entire project including staff, equipment, documentation, as well as to any subcontracted firms. The Consultant shall deliver progress reports, documentation of travel and expense receipts, and preparing and submitting invoices. The Consultant will also organize and host teleconferences and on-site meetings with stakeholders.
The Consultant shall initiate and lead additional consultations, in the form of letters, emails and/or telephone conversations with project planners and engineers (including the City of North Mankato and other agencies upon request including the Minnesota Department of Transportation, Federal Highway Administration). The Consultant shall, where necessary, clarify the technical requirements and objectives of the contract and work tasks. The Consultant will ascertain the applicability of information collected, review data for completeness, and notify the project stakeholders of any additional data required. It will be the responsibility of the Consultant to determine the reliability of all information which they choose as reference.

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

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

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

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

**Subcontracts**

The primary Consultant is expected to perform either the entirety or the majority of all aspects of the Study. However, at points agreed upon and authorized beforehand by MAPO, certain technical aspects of the Study may be found to be more efficiently performed by other specialized firms, traditionally referred to as “subcontracted” consultants. For the purposes of this RFP, the term “Consultant” shall apply to both the primary and all subcontracted consultants. All guidance, requirements, and performance standards provided shall apply to the primary Consultant and to any subcontracted consultants, in the event MAPO authorizes this practice. The primary consultant shall be held responsible for any/all practices and work products undertaken by any/all subcontracted firms.
Meetings and Consultations
The Consultant shall lead telephone, email, and teleconference communications as needed. In
addition, the Consultant shall travel to and participate in four (4) on-site meetings during agreed-
upon points of the Study to review and summarize project scope and methodology, complexity,
extisting conditions, discuss local context, and available data. The Consultant shall develop
meeting materials beforehand for MAPO staff review and approval, facilitate meetings, and
provide meeting minutes. The Consultant shall provide meeting summaries and report assigned
action items.

Meeting 1: Study kickoff
To initiate the project the Consultant shall attend and lead an on-site kickoff meeting with MAPO
and North Mankato staff. The kickoff meeting will be used to make introductions, review project
timeline, define roles, coordinate early efforts, communicate between stakeholders, assess data
needs/action items, and assign work tasks.

Meeting 2: North Mankato City Council
The Consultant will travel to and present information regarding the Study, its methodology,
findings, and recommendations at a meeting of the North Mankato City Council.

Meeting 3: MAPO Technical Advisory Committee (TAC)
The Consultant will travel to and present information regarding the Study, its methodology,
findings, and recommendations at a meeting of the MAPO Technical Advisory Committee
(TAC).

Meeting 4: MAPO Policy Board
The Consultant will travel to and present Study methodology, findings, and recommendations at
one meeting of the MAPO Policy Board.

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

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

MnDOT Intersection Control Evaluation Guidelines for Implementation
http://www.dot.state.mn.us/trafficeng/safety/ice/index.html

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

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

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

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

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

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

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

**Scope of Work Task IV: Data Analysis and Study Development**

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

**Scoping Phase**

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

**Alternatives Section**
1. Prepare concept designs for recommended alternatives. Over course of study Consultant shall identify and develop potential alternatives. At minimum alternatives will include all-way stop control, traffic signal control, roundabout control, and up to four (4) other alternative variations as deemed appropriate by MAPO and agency staff.

2. Develop Evaluation Matrix for evaluating each intersection alternative based on MAPO and agency staff direction. Criteria may include, but not limited to, the following factors:
   a. Safety
   b. Cost
   c. Right of way acquisition
   d. Transportation system considerations including motor vehicle, pedestrian, and bicycle flow
   e. Multimodalism, including Pedestrian, Bicycle, and Freight considerations
   f. Intersection Level of Service (present and future)
   g. ADA compliance
   h. Local acceptance
   i. Atypical traffic volumes due to nearby sporting events.

3. Develop Crash Detail Report for each alternative
4. Determine Crash Modification Factor for each alternative
5. Determine levels of service (LOS), average delays, and 95th percentile queue lengths for all movements through the intersection for each alternative; existing volumes as well as future traffic projections.
6. Develop Safety Analysis for alternatives
7. Develop planning-level cost estimates for alternatives. Consultant will include contingencies for risk in cost estimate ranges, and all assumptions will be documented.
8. Develop Detailed Operational Analysis for alternatives (existing and future)
9. Develop Capacity Analysis for alternatives
10. Re-evaluate and select preferred alternatives
11. Develop and deliver approved formal, finalized ICE report

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

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

**Additional Requirements**

In addition to addressing the above services for the project, the Consultant is also expected to:
- Clearly communicate in a responsive manner and coordinate with the MAPO staff and local partners
- Provide regular project updates via email, phone, attendance to meetings as needed and/or electronic submission of progress reports as directed
- Contract work is anticipated to start by **May 2020**
- ICE Study should be completed by **November, 2020**
- Contract will be effective until **+2 months after delivery date**
In the event of future audit, the Consultant shall provide to MAPO any additional billing information requested.

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

**Scope of Work Task VII: Project Completion**
The Consultant shall perform work necessary to obtain final approval of the ICE Study by MAPO and the City of North Mankato no later than agreed delivery date. Completion of this task shall involve:

- Clear communication and approval of various ICE sections and elements as Study progresses.
- Preparation of the final document, including all charts, figures, diagrams, and maps.
- Obtaining signature of approval from North Mankato City Engineer
- Ensuring the final document is reviewed and/or approved by all appropriate entities (local, regional, State, and Federal) with adequate review/turnaround time.
- Delivery of Draft ICE Study at dates specified.
Final Deliverables
After approval of the ICE Study by MAPO and agency staff, respectively, the Consultant will prepare and present a complete and approved Intersection Control Evaluation. This shall include:

- Presentations to North Mankato City Council, MAPO TAC, and MAPO Policy Board.
- A comprehensive record of steps performed, data collected, and analysis conducted.
- Final ICE Study –ICE STUDY (PDF and print versions)
- Deliverables will include two (2) (one for MAPO, one for City of North Mankato) printed copies of the ICE Study as well as an electronic copy of each document in both Microsoft Word and PDF format.
- All data and materials compiled and developed over the course of the study including presentations, stakeholder contact information, maps, logos, photos, and graphical elements.
- All documents/deliverables must be converted to the highest level of accessibility, where feasible. This includes readability of PDF documents by Adobe Reader’s and Adobe Acrobat’s “Read Aloud” feature.
- In the eventuality that a member of the public requests a translated document, the Consultant will supply an electronic copy of such document in the language(s) requested.
Proposal Content
Responders are asked to report how they will address each task, detail staff and firm qualifications related to each task, and describe task deliverables. Responders are encouraged to propose alternate tasks or activities if they will substantially improve the results of the project, within the stated budget and time parameters listed within this RFP. The following will be considered minimum contents of the proposal and must be submitted in the order listed:

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

Proposal Submittal
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 March 20, 2020. Submit original and 3 copies of the proposal. Proposals must be bound and sections must be organized by labeled divider tabs to allow quick reference by the review panel. A principal member of the firm must sign each copy of the proposal in ink. Proposals are to be submitted in a sealed mailing envelope or package, clearly marked “Proposal: MAPO ICE Study” on the outside.

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

**Technical Approach (25 points)**
1. Specialized expertise, capabilities and technical competence, as demonstrated by the Responder’s expressed project understanding, proposed project approach and methodology, project work plan, and project management techniques. (5)
2. Project background and experience, as demonstrated by the Responder’s ability, familiarity and experience with handling similar projects, and the qualifications and related experience of key staff members. (10)
3. The Responder’s record of past performance, including quality of work (10)

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

**Cost (15 points)**
1. Overall cost to complete the project (15)

**Organization, personnel and expertise (15 points)**
1. Qualifications of personnel assigned to project (7.5)
2. Experience of personnel assigned to project (7.5)

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

Proposals will be evaluated and a successful Responder will be notified by **May, 2020**.

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

**Request for Clarification**

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

**Proposal Questions**

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

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

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

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

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

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

Termination
If the Contractor is (1) adjudged to be bankrupt; (2) makes a general assignment for the benefit of creditors; (3) has a receiver on account of insolvency; (4) is guilty of substantial violation of any provision of the Contract; (5) fails to promptly pay employees or obligations incidental to proper performance of the Contract; or (6) persistently disregards or permits disregard by employees of laws, ordinances or instructions of the MAPO Policy Board or its designated representative, then the MAPO Policy Board may, at its opinion, terminate the Contract without further obligation on the part of the MAPO Policy Board to the Contractor except for the expenses incurred prior to the termination. If the MAPO Policy Board or its designated representative believes any action or non-action of the Contractor represents an immediate threat to public safety, the MAPO Policy Board may suspend service for so long a period as they deem necessary.
MAPO Not Obligated to Complete Project
This RFP does not obligate the Mankato/North Mankato Area Planning Organization (MAPO) to award a Contract or complete the project, and MAPO reserves the right to cancel the solicitation if it is considered to be in its best interest.

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

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

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

- Rights to Data: When FHWA provides Federal assistance to support the costs of a research, development, demonstration, or a special studies project, FHWA generally seeks sufficient rights in the data developed so that the results can be made available to any FHWA recipient, sub recipient, third part contractor, is executed.

Disadvantaged Business Enterprise (DBE) Goal
Small businesses, minority-owned business, and women-owned businesses are encouraged to respond to this solicitation. Larger firms are encouraged to sub-contract with small, minority-owned, and women-owned businesses when economically feasible. A DBE goal of Race Gender Neutral has been assigned.

Required Statement for All Notices, RFP, and Contracts
The FHWA is or will be providing federal assistance for this project in an estimated expected amount of $12,000; the Catalog of Federal Domestic Assistance (CFDA) number is 20.205.
Appendix A Map of MAPO Planning Boundary
Appendix B Required Contract Clauses

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

A. ACCESS TO RECORDS AND REPORTS

2 CFR §200.336

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

B. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

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

D. CIVIL RIGHTS REQUIREMENTS


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 be the decision.

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

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the MAPO and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Minnesota.

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

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

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

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

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

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

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

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

G. PROCUREMENT OF RECOVERED MATERIALS

2 CFR §200.322

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

H. DISCLAIMER
Disclaimer – For contracts funded with federal funds, all final documents produced under this contract shall include the following statement on the title page:
“The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation.”

For contracts funded with federal and state funds, all final documents produced under this contract shall include the following statement on the title page:
“The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration, and the Minnesota Department of Transportation. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S. Department of Transportation or the Minnesota Department of Transportation. This report does not constitute a standard, specification, or regulation.”

I. TERMINATION FOR CAUSE AND FOR CONVENIENCE
2 CFR Part 200, Appendix II(B)
Termination of Agreement - Either the Contractor or MAPO may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this Agreement in whole or in part. In the event of termination, all property and finished or unfinished documents and other writing prepared by the Contractor under this Agreement shall be delivered to MAPO and Contractor shall be entitled to compensation for time expended and expenses incurred to the date of termination.

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

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

L. REMEDIES
2 CFR Part 200, Appendix II(A)
Remedies - Contracts for more than $150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

**OTHER REQUIRED CONTRACT CLAUSES**
The Contractor agrees to comply with the following additional requirements.

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

**O. ASSURANCES – NON-CONSTRUCTION PROGRAMS**
Contractor certifies that it complies with all the applicable clauses identified in SF-424B, Assurances – Non-Construction Programs, as provided at https://www.grants.gov/forms/sf-424-family.html.
Appendix C Required Affidavits and Certifications

Affidavit of Noncollusion
Conflict of Interest Checklist and Disclosure Form
Affirmative Action Certification
Immigration Status Certification
Certification of Restriction on Lobbying
Certificate of Liability Insurance
Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters

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

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

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

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

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

Page 25
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

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

Your response will be rejected unless your business:

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

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

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

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

receives Human Rights certification.
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/ximtgtn/programs](http://www.dhs.gov/ximtgtn/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)
# Certificate of Liability Insurance

**Date:** (MM/DD/YYYY)

**Contact**

**Name:**

**Phone** (incl. ext.):  
**Fax** (incl. ext.):  
**E-mail:**

**Address:**

**Insured(s) Affording Coverage:**

**NAIC#**

**Producers**

**Insurer A:**

**Insurer B:**

**Insurer C:**

**Insurer D:**

**Insurer E:**

**Insurer F:**

## Coverages

**Certificate Number:**

**Revision Number:**

**This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.**

### Insured Limits

<table>
<thead>
<tr>
<th>Insured Limits</th>
<th>Type of Insur</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Occur</td>
<td>$</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>Combined Single Limit</td>
<td>$</td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td>Occur</td>
<td>$</td>
</tr>
<tr>
<td>Excess Liability</td>
<td>Claims-Made</td>
<td>$</td>
</tr>
<tr>
<td>Workers Compensation and Employers Liability</td>
<td>Y</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**Certificate Holder**

**Cancellation**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

**Authorized Representative**

© 1988-2016 ACORD CORPORATION. All rights reserved.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--
PRIMARY COVERED TRANSACTIONS

Instructions For Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust
statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

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

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

____________________________________ _______________________________ Signature/Authorized Certifying Official Typed Name and Title

____________________________________ ________________________________ Applicant/Organization Date Signed
## Appendix D TAC & Policy Board Membership

<table>
<thead>
<tr>
<th>Policy Board</th>
<th>Technical Advisory Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tim Auringer – City of Eagle Lake</td>
<td>Ronda Allis – MnDOT (District 7)</td>
</tr>
<tr>
<td>Jack Kolars – Nicollet County</td>
<td>Paige Attarian – City of Skyline</td>
</tr>
<tr>
<td>Mike Laven – City of Mankato</td>
<td>Jennifer Bromeland – City of Eagle Lake</td>
</tr>
<tr>
<td>Mark Piepho – Blue Earth County (chair)</td>
<td>David Cowan – Minnesota State University, Mankato</td>
</tr>
<tr>
<td>Dan Rotchadl – MAPO Townships</td>
<td>Karl Friedrichs – Lime Township</td>
</tr>
<tr>
<td>James Whitlock – City of North Mankato</td>
<td>Michael Fischer – City of North Mankato</td>
</tr>
<tr>
<td><strong>Staff</strong></td>
<td></td>
</tr>
<tr>
<td>Paul Vogel, Executive Director</td>
<td>Jeff Johnson – City of Mankato</td>
</tr>
<tr>
<td>Charles Androsky, Transportation Planner</td>
<td>Curt Kloss – Leray Township</td>
</tr>
<tr>
<td>Mandy Landkamer – Nicollet County</td>
<td>Leroy McClelland – South Bend Township</td>
</tr>
<tr>
<td>Ed Pankratz – Mankato Township</td>
<td></td>
</tr>
<tr>
<td>Paul Peterson – Mankato Area Public Schools (D77)</td>
<td></td>
</tr>
<tr>
<td>Craig Rempp – City of Mankato</td>
<td></td>
</tr>
<tr>
<td>Dan Sarff – City of North Mankato</td>
<td></td>
</tr>
<tr>
<td>Shawn Schloesser – Region Nine Development Commission</td>
<td></td>
</tr>
<tr>
<td>Craig Smith – Belgrade Township</td>
<td></td>
</tr>
<tr>
<td>Michael Stalberger – Blue Earth County</td>
<td></td>
</tr>
<tr>
<td>Ryan Thilges – Blue Earth County (chair)</td>
<td></td>
</tr>
</tbody>
</table>