

REQUEST FOR PROPOSAL

Consulting Services for 2023-2025 *including* Long Range Planning Assistance, On-Call Traffic Modeling Projects, and Travel Demand Model Update

RFP Issued by:

Duluth-Superior Metropolitan Interstate Council (MIC)

a division of

Arrowhead Regional Development Commission (ARDC)

Released: Thursday, December 15, 2022

Due: Friday, February 3, 2023 – 12:00 noon

The Metropolitan Interstate Council (MIC), the Metropolitan Planning Organization (MPO) for the Duluth, MN – Superior, WI urbanized area, requests proposals from qualified firms to provide transportation planning assistance for calendar years 2023-2025.

1. Project Overview.

Work tasks will include three types of projects: (1) assistance with the MIC's 2050 long range multimodal Metropolitan Transportation Plan (MTP); (2) small-area planning/modeling projects on an on-call/as-needed basis, and (3) updates to the MIC-area Travel Demand Model (TDM) as needed.

It is the MIC's intention to select one successful respondent to deliver all of these services throughout 2023, 2024 and 2025. The work will be split into three one-year contract periods that follow the MIC's fiscal year, January 1 to December 31.

Each year will include a mix of the three types of contracting work with varying degrees of emphasis; however, the priority for the first year of the contract (2023) will be tasks pertaining to the 2050 MTP, beginning with updating the [MIC-area Demographic Trends and Projections Reports](#), as needed, and other tasks as defined in sections 5A-D.

The selected Consultant will be working with the MIC's Planning, GIS and Communications staff under the direction of the MIC Director.

2. Project Area/Location.

The MIC Planning Area covers the 641 square mile Duluth, MN–Superior, WI urbanized area, which includes 2 states (MN and WI), 2 counties (St. Louis & Douglas), 5 cities (Duluth, Superior, Hermantown, Proctor, Rice Lake), 9 townships and 2 villages with a population of 147,000 (2010 Census). (See Appendix A, p.1).

REQUEST FOR PROPOSAL

Consulting Services for 2023-2025 *including* Long Range Planning Assistance, On-Call Traffic Modeling Projects, and Travel Demand Model Update

3. Project Background.

As the MPO for the Duluth-Superior area, one of the MIC's primary responsibilities is to complete regular updates to its long-range Metropolitan Transportation Plan (MTP), which includes the application of the MIC area Travel Demand Model (TDM). The MIC's current MTP, [Sustainable Choices 2045](#), must be updated through 2050 and adopted by October 2024.

Given the low growth of the MIC planning area over the past several decades (*See Appendix A, p.2*), we do not anticipate that significant updates to the TDM will be needed as part of the MTP update process. The timing of the full 2020 Census data release is uncertain; however, we expect that this data will be available by year 2 or 3 of the contract, and that the work to update the MIC's TDM will occur in 2024 or 2025, in combination with other tasks as described.

4. Project Timeline and Assignment of Work.

It is anticipated that a contract will be finalized by March 1, 2023 for work to commence. All work in the RFP must be complete by December 31, 2025.

Consultant work each year will include a mix of providing long-range planning assistance, conducting on-call projects and model runs, and updating the TDM with varying degrees of emphasis each year.

Responders are requested to include proposed timeline for delivering the long-range planning tasks as described in section 5.A.

The MIC will provide scopes of work for any on-call projects, and tasks, timelines, staffing and budgets will be developed jointly by the MIC and the Consultant, as described in section 5.B.

5. Scope of Work.

A. Long-Range Planning Assistance

The update of the MIC's Metropolitan Transportation Plan to 2050 must be finalized, publicly reviewed and adopted by the MIC Policy Board by October 2024. MIC staff will lead the planning process and develop the draft and final documents. Consultant tasks will include:

1. Demographics Update

In consultation with MIC staff and using available data sources (2020 Census, ACS, other), review and update the socioeconomic data and trends from the previous MTP, [Sustainable Choices 2045](#), for use in the MIC's jurisdictional consultations and public involvement initiatives (to begin in mid-2023), including:

REQUEST FOR PROPOSAL

Consulting Services for 2023-2025

including

Long Range Planning Assistance, On-Call Traffic Modeling Projects, and Travel Demand Model Update

- a. [MIC-area Demographic Trends and Projections Report](#), updated for 2020 with current and projected population, employment, household, transportation demand patterns, etc., through 2050. Final document will include text, charts, and other graphics, for inclusion as either a chapter or an Appendix in the in draft and final MTP documents.
- b. Local Travel Patterns and Modes – The MIC also seeks to incorporate active modes of transportation (bicycle, pedestrian, transit), if possible, to better analyze the interactions of and trends for varying modes, using available data sources such as Streetlight, Replica and the Duluth Transit Authority’s 2021 [Comprehensive Operations Analysis](#).
- c. Identification of MIC-area transportation issues, needs and priorities to assist MIC staff with developing key messages and materials for use in initial public involvement and jurisdictional consultations (see section 5.A.2, below).

2. Public Engagement

Assist MIC staff in developing public engagement activities, tools and materials, including:

- a. Devise branding (logo design, font and color scheme) that is unique to the 2050 MTP;
- b. Assist MIC staff with developing online surveys, using software or other tools that may be available to Consultant, as well as developing and producing materials for use in interactive in-person events throughout the plan’s development (2023-2024);
- c. Assist MIC staff with developing public engagement activities and materials designed to describe key points of the draft document and to elicit comments (August 2024);
- d. Assist MIC staff in developing the ESRI interactive mapping application to convert the static MTP maps into an interactive, web-based tool.

3. Plan Content

Assist MIC planning staff in collecting data, as needed, for chapters or sections of chapters addressing the following topics:

- a. Current transportation system conditions;
- b. Current system performance assessment, with an expanded emphasis on the federally required performance measures for the MIC area and progress toward meeting them;
- c. Future system performance needs and priorities based on the Travel Demand Model, demographic trends and public input;
- d. System security and resiliency;

REQUEST FOR PROPOSAL

Consulting Services for 2023-2025

including

Long Range Planning Assistance, On-Call Traffic Modeling Projects, and Travel Demand Model Update

- e. Emerging transportation technologies (e.g., connected and autonomous vehicle (CAV) operations, electric vehicles and charging infrastructure) and trends (e.g., local initiatives addressing active transportation, micromobility and climate action);
- f. Policy recommendations addressing MIC-area transportation issues and priorities as identified in the above analyses;
- g. Elements of the final MTP that support the federal transportation planning factors and Planning Emphasis Areas (PEAs);
- h. Assist MIC GIS staff with assessing and visualizing project impacts on:
 - Low-income and minority populations;
 - Environmental, archaeological, and historical resources.

B. On-Call Services

Consultant will conduct model runs, forecasts, scenario/alternatives analyses, and/or planning projects as specified by MIC Director.

The MIC will provide scopes of work for on-call projects and the Consultant will be expected to provide a delivery schedule and project staff allocation summary (based on the fee schedule submitted as part of this RFP). The Consultant will also need to provide a “not to exceed” cost for any specific assigned task. Notices to proceed will be issued by the MIC Director as planning needs and traffic modeling tasks are identified.

Specific tasks for which the MIC may seek Consultant on-call assistance include:

1. Planning projects and miscellaneous forecasts

Conduct model runs to provide MPO staff with information on deficiencies on specific roadways and/or intersections within the study area.

2. Scenario/alternatives analysis

Produce model output for scenarios based on differing land use, socioeconomic data and other model variables.

3. Small-area corridor analyses

Possible projects identified in the [2023-2024 UPWP](#) could include a signal system assessment and/or a roadway capacity assessment for the MIC area.

C. Update the MIC-Area Travel Demand Model

The existing TDM uses software CUBE Voyager by Bentley; however, MIC is willing to consider other software as long as cost is less or neutral and modeling function is comparable.

REQUEST FOR PROPOSAL

Consulting Services for 2023-2025

including

Long Range Planning Assistance, On-Call Traffic Modeling Projects, and Travel Demand Model Update

Consultant will update and validate the existing MIC-area Travel Demand Model, as 2020 Census data becomes available or as significant land use changes occur, in discussion with MIC planning and GIS staff and jurisdictional representatives. Specific tasks will include:

1. Transition from TAZs to Census-defined census blocks or block groups;
2. Update road network in coordination w/MIC staff;
3. Update MIC urbanized area boundary in coordination w/MIC staff;
4. Update population and socioeconomic data (population, race, household size, school enrollment, income, employment, etc.);
5. Update trip generation tables and trip distribution tables;
6. Assist in evaluating land use and associated trip productions, dynamics between jurisdictions within the urban area and external travel assumptions;
7. Calibrate and validate the MIC TDM for the 2020 base year in coordination w/MIC staff;
8. Conduct meeting(s) with MIC staff and representatives from area roadway jurisdictions to review data collection, existing conditions and model assumptions.
9. Produce a MIC Travel Demand Model Technical Memo
 - a. The TDM Technical Memo will summarize the results of Tasks 5.C;
 - b. A draft Technical Memo will be provided to MIC staff by the Consultant for review and comment;
 - c. The final TDM Technical Memo will incorporate requested changes on the Draft memo.

6. Meetings.

- A. Consultant will conduct in-person or virtual meetings with MIC staff, area jurisdiction representatives, the Transportation Advisory Committee (TAC) and the MIC Policy Board* at key points during the MTP planning process, including:
 1. To report on current and projected population and transportation trends for the Duluth-Superior area to the TAC and MIC Policy Board (upon completion of task 5.A.1);
 2. To review data collection, existing conditions and model assumptions with MIC staff and area roadway jurisdictions (see tasks 5.A and 5.C);
 3. To present the draft MTP to the TAC and MIC Policy Board prior to the start of the public comment period (July 1-31, 2024) as part of task 5.A.3;
 4. Additional meetings, if requested by MIC staff or Consultant.

REQUEST FOR PROPOSAL

Consulting Services for 2023-2025 *including* Long Range Planning Assistance, On-Call Traffic Modeling Projects, and Travel Demand Model Update

* See Appendix A.3 for TAC and MIC Meeting Dates in 2023 & 2024

- B. Consultant will provide documentation of meetings and will provide materials for Board and committee updates as needed by MIC staff.

7. Additional Requirements.

Completion of these tasks will require that the Consultant work in a collaborative manner with MIC staff.

- A. Meet or confer with MIC staff throughout assigned projects by email, telephone, and/or virtually via Microsoft Teams or comparable videoconferencing software, to clarify the technical requirements, work tasks, deliverables, timelines, deadlines, and project status.
- B. Provide regular progress reports throughout assigned projects.

8. Project Deliverables.

Consultant will deliver the following services and products:

A. Long-Range Planning Assistance

1. Demographics update as described in 5.A.1. *MIC-area Demographic Trends and Projections Report* will be provided as a Microsoft Word document.
2. Public Engagement materials and tasks as described in 5.A.2.
3. Content or data for the MTP as described in Section 5.A.3.

B. On-Call Services

1. Delivery schedule, project staff allocation summary and budget for any requested task as described in 5.B.
2. Technical Report of model runs, forecasts, scenario/alternatives analyses, and other modeling projects.
3. Associated updated shapefiles and/or geodatabases.

C. Travel Demand Model Update

1. Travel Demand Model Technical Memo as described in 5.C. Completed report will be provided as a Microsoft Word document.
2. Transportation network shapefiles and/or geodatabases updated for base and forecast years.

REQUEST FOR PROPOSAL

Consulting Services for 2023-2025

including

Long Range Planning Assistance, On-Call Traffic Modeling Projects, and Travel Demand Model Update

D. Administrative/Project Management

1. Progress reports
2. Monthly billing statements
3. Change orders as needed to address unanticipated project issues

9. Project Funding and Budgets.

The Federal Highway Administration (FHWA), the state of Minnesota (MnDOT), the Arrowhead Regional Development Commission (ARDC) and Northwest Regional Planning Commission (NWRPC) are or will be providing financial assistance for this project in an estimated expected total amount of \$150,000 for the three years 2023-2025. Consultant should consider this to be the maximum amount available for the tasks and deliverables, as described.

Funds for this project are programmed and approved in the MIC's Unified Planning Work Program and Budget (UPWP) for CY 2023-2024 and are anticipated to be programmed and approved in the MIC's UPWP for CY 2025. For this three-year project, the initial Consultant contract (Appendix E) will extend through the end of CY 2023 with contract extensions through CY 2024 and 2025, respectively, as budgets for the MIC, MnDOT, ARDC and NWRPC are finalized for those years.

Payments under this contract will be made from federal funds obtained through Title 23 CFDA number 20.205 of the Infrastructure Investment and Jobs Act of 2021, Public Law 117-58, 23 US Code 104. The Consultant is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Consultant's failure to comply with federal requirements.

In accordance with the yearly differences in the Scope of Work (Section 5), the budget for this project varies from year-to-year, as follows:

2023 / \$60,000

This amount includes \$48,000 in federal Consolidated Planning Grant funds (CFDA 20.205) and \$12,000 in combined state (MnDOT) and local matching funds (Arrowhead Regional Development Commission and Northwest Regional Planning Commission) for a total of \$60,000. This should be considered the maximum amount available for the work to be conducted in 2023.

2024 / \$50,000

This amount includes \$40,000 in federal Consolidated Planning Grant funds (CFDA 20.205) and \$10,000 in combined state (MnDOT) and local matching funds (Arrowhead Regional Development Commission and Northwest Regional Planning Commission) for a total of \$50,000. This should be considered the maximum amount available for the work to be conducted in 2024.

REQUEST FOR PROPOSAL

Consulting Services for 2023-2025 *including* Long Range Planning Assistance, On-Call Traffic Modeling Projects, and Travel Demand Model Update

2025 / \$40,000

As described above, this amount is anticipated to be programmed and subject to approval in the MIC's 2025 UPWP, MnDOT, ARDC and NWRPC budgets. This should be considered the maximum amount available for the work to be conducted in 2025.

The MIC makes no specific guarantee of a minimum or maximum number of hours or amount of services which shall be required of Consultant. In addition, the award of a contract for services shall in no way be considered an exclusive agreement to provide service for the MIC.

10. Proposal Contents.

Interested parties are asked to submit a succinct proposal that describes the project, the planning process and the firm's qualifications, and a timeline for delivering tasks and deliverables as described. Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project, within the stated budget and time parameters listed herein.

The Proposal should be submitted on 8.5"x11" paper in no less than 11-point font, not to exceed 20 single-sided pages. A cover letter is permitted and will not count toward the 20-page limit, nor will any pages used to organize the contents.

Resumes, graphic illustrations, and other supplemental materials showing experience or examples of similar work may be included as separate Appendices, with no page limits; however, please let brevity be your guide. All proposal materials should be bound in a single submission.

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, primary contact person's name, telephone number and email address.
2. A restatement of the objectives, goals and tasks to demonstrate the Responder's view of the project.
3. A detailed Work Plan identifying the tasks to be accomplished, the budget hours to be expended on each task, and the anticipated work schedule. The Work Plan shall also identify the deliverables at key milestones in the project.
4. A summary of the Responder's background and experience as it pertains to the work as described (detailed information about similar projects may be included in an Appendix).
5. A list of the personnel who will be assigned to the project, their area of responsibility, and a brief summary of their qualifications (biographical information detailing the relevant education and work experience of assigned personnel may be included in an Appendix). No

REQUEST FOR PROPOSAL

Consulting Services for 2023-2025 *including* Long Range Planning Assistance, On-Call Traffic Modeling Projects, and Travel Demand Model Update

change in personnel assigned to the project will be permitted without the written approval of ARDC/MIC.

6. A budget including the rates for all key personnel who will perform the tasks outlined above and the number of person hours included for each in the Work Plan. Responders must include a breakdown (labor, overhead, profit and expenses) showing how the rate was derived.
7. Contact information for at least two references, preferably clients for whom the Consultant has performed similar work.
8. Completed forms and certifications required under any section of this RFP.

11. Proposal Submittal.

Electronic submissions will not be accepted. Proposals are to be submitted in a sealed mailing envelope or package, clearly marked "Proposal: MIC MTP and TDM Update" on the outside and mailed or delivered to:

Rondi Watson
Duluth-Superior Metropolitan Interstate Council
221 West First Street, Duluth, MN 55802

All responses must be received no later than 12:00 noon Central time on Friday, February 3, 2023. Submit original and six (6) printed, bound copies of the proposal, as well as a PDF version of the entire proposal on a USB flash drive. A principal member of the firm must sign one printed copy of the proposal in ink.

12. Proposal Evaluation.

A "Best Value Selection" method will be used to review the Proposals and evaluate the demonstrated ability and related experience of Responders. Best Value procurement allows factors such as qualifications, schedule, quality, and performance-based criteria, to be used in evaluation and selection. Representatives of the MIC, City of Duluth, St. Louis County, WisDOT NW Regional Office and MnDOT District One will evaluate all proposals received by the deadline.

The factors and weighting on which proposals will be judged are:

1. Project Work Plan – Expressed project understanding, proposed project approach and methodology, project management techniques including anticipated work schedule, and key milestones for deliverables.	35 %
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REQUEST FOR PROPOSAL

Consulting Services for 2023-2025

including

Long Range Planning Assistance, On-Call Traffic Modeling Projects, and Travel Demand Model Update

2. Past Performance - Familiarity and experience with similar projects, quality of work, ability to control costs and meet deadlines for those projects, references from other clients.	30 %
3. Project Team - Qualifications and related experience of key staff members, availability of personnel and other specialized resources to perform the work within the specified time limit, clearly defined roles and responsibilities relative to specific tasks in the Work Plan.	25 %
4. Price and Budget Detail - Budget hours to be expended on each task in the Work Plan; hourly rates and fringe rates for all personnel as well as the agency's indirect rate, and total price.	10 %

13. RFP Questions and Clarifications.

Responders are encouraged to promptly notify ARDC/MIC of any apparent major inconsistencies, problems or ambiguities in this RFP. Any questions regarding this RFP must be submitted, by e-mail only, to the RFP Coordinator, Rondi Watson, at rwatson@ardc.org, by 4:30 p.m. Central time on Wednesday, January 4 to be given consideration.

Each question will be posted verbatim on the MIC's Requests for Proposals web page (www.dsmic.org/rfp) without reference to the person or firm that submitted it. Answers and clarifications will be posted on that page by 12:00 noon Central time on Monday, January 9.

No interpretation of the meaning of the RFP will be made to any Responder verbally. 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.

Notices to Prospective Responders

Responders to this RFP will be responsible for checking the MIC's Requests for Proposals web page (www.dsmic.org/rfp) for any posted questions and answers and addendums to this RFP. Failure of any Responder to review any such addendum or interpretation will not relieve such Responder from any obligation under their proposal as submitted. All addenda, if issued, will become part of the agreement documents.

14. Evaluation and Selection Timeline.

It is anticipated that the evaluation and selection will be completed according to the following schedule:

REQUEST FOR PROPOSAL

Consulting Services for 2023-2025 *including* Long Range Planning Assistance, On-Call Traffic Modeling Projects, and Travel Demand Model Update

Thu, December 15, 2022	RFP Posted
Wed, January 4, 2023	4:30 pm — Deadline for questions or clarifications regarding this RFP
Mon, January 9, 2023	Responses to questions about RFP will be posted online
Fri, February 3, 2023	12:00 noon — Deadline for RFP submittals
Thu, February 16, 2023	Evaluation and scoring of proposals
Fri, February 17, 2023	Notification of apparent successful bidder
Wed, March 1, 2023*	Notice to Proceed / Consultant may begin work

** Estimated date, contingent on approvals by MnDOT and ARDC and full execution of contract*

15. Required Federal Contract Clauses

As a sub-recipient receiving FHWA funds under the Metropolitan Planning Program authorized in 49 U.S.C. 5305, Responder agrees to comply with the applicable federal requirements as presented in Appendix B, to incorporate these clauses into any resulting contract with ARDC/MIC, and to pass through these requirements to its subcontractors and third party contractors, where applicable.

16. Required Affidavits and Certifications

Respondent will complete and include, as appropriate, the following affidavits and certification forms: in Appendix C:

Noncollusion

Responders must complete the Affidavit of Noncollusion and include it as part of its proposal.

Organizational Conflicts of Interest

Responders must complete the Conflict of Interest Checklist and Disclosure Form and include it as part of its proposal.

Lobbying

For all bids or proposals of third party contracts that exceed \$100,000, Responders must complete and sign the Certification Regarding Lobbying and submit it as part of its proposal.

Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

For all bids or proposals of third party contracts that exceed \$25,000, Responders must complete and sign the Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters and submit it as part of its proposal.

REQUEST FOR PROPOSAL

Consulting Services for 2023-2025 *including* Long Range Planning Assistance, On-Call Traffic Modeling Projects, and Travel Demand Model Update

Affirmative Action

For all Contracts estimated to be in excess of \$100,000.00, responders are required to complete the Affirmative Action Certification page and include it with the response.

Immigration Status

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 of the Immigration Status Certification and include it with the response.

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.

17. Disadvantaged Business Enterprises (DBE) Goal

The MnDOT Office of EEO/Contract Management has assigned a DBE goal to this project of Race Neutral (RGN).

This contract will be 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. Responders are directed to read the Disadvantaged Business Enterprise (DBE) Special Provisions in Appendix D.

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

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 www.dot.state.mn.us/civilrights/dbe.html

18. ARDC/MIC Contract Requirements.

Respondents are directed to review the standard ARDC contract language as presented in Appendix E (ARDC/MIC Contract Template), including all insurance requirements and certifications.

Any proposed changes to the standard ARDC contract language should be included in the proposal as a separate Appendix, with deleted and added language clearly noted.

19. 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 responses will

REQUEST FOR PROPOSAL

Consulting Services for 2023-2025

including

Long Range Planning Assistance, On-Call Traffic Modeling Projects, and Travel Demand Model Update

not be considered.

In the event ARDC/MIC believes that additional clarification of a proposal is needed in order to make a determination regarding the proposal, ARDC/MIC 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.

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

ARDC/MIC Not Obligated to Complete Project

This RFP does not obligate the Arrowhead Regional Development Commission (ARDC) or the Duluth-Superior Metropolitan Interstate Council (MIC) to award a Contract or complete the project, and ARDC/MIC 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 ARDC/MIC and will become public record after the evaluation process is completed and an award decision made. 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 ARDC/MIC, its agents and employees, from any judgments or damages awarded against the Agency in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Agency'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 ARDC/MIC. ARDC/MIC is required to keep all the basic documents related to its Contracts, including responses to RFPs for a minimum of seven years.

REQUEST FOR PROPOSAL
Consulting Services for 2023-2025
including
Long Range Planning Assistance,
On-Call Traffic Modeling Projects, and
Travel Demand Model Update

ARDC/MIC will not consider the prices submitted by the responder to be proprietary or trade secret materials. Responses to this RFP will not be open for public review until ARDC/MIC decides to pursue a Contract and that Contract is executed.

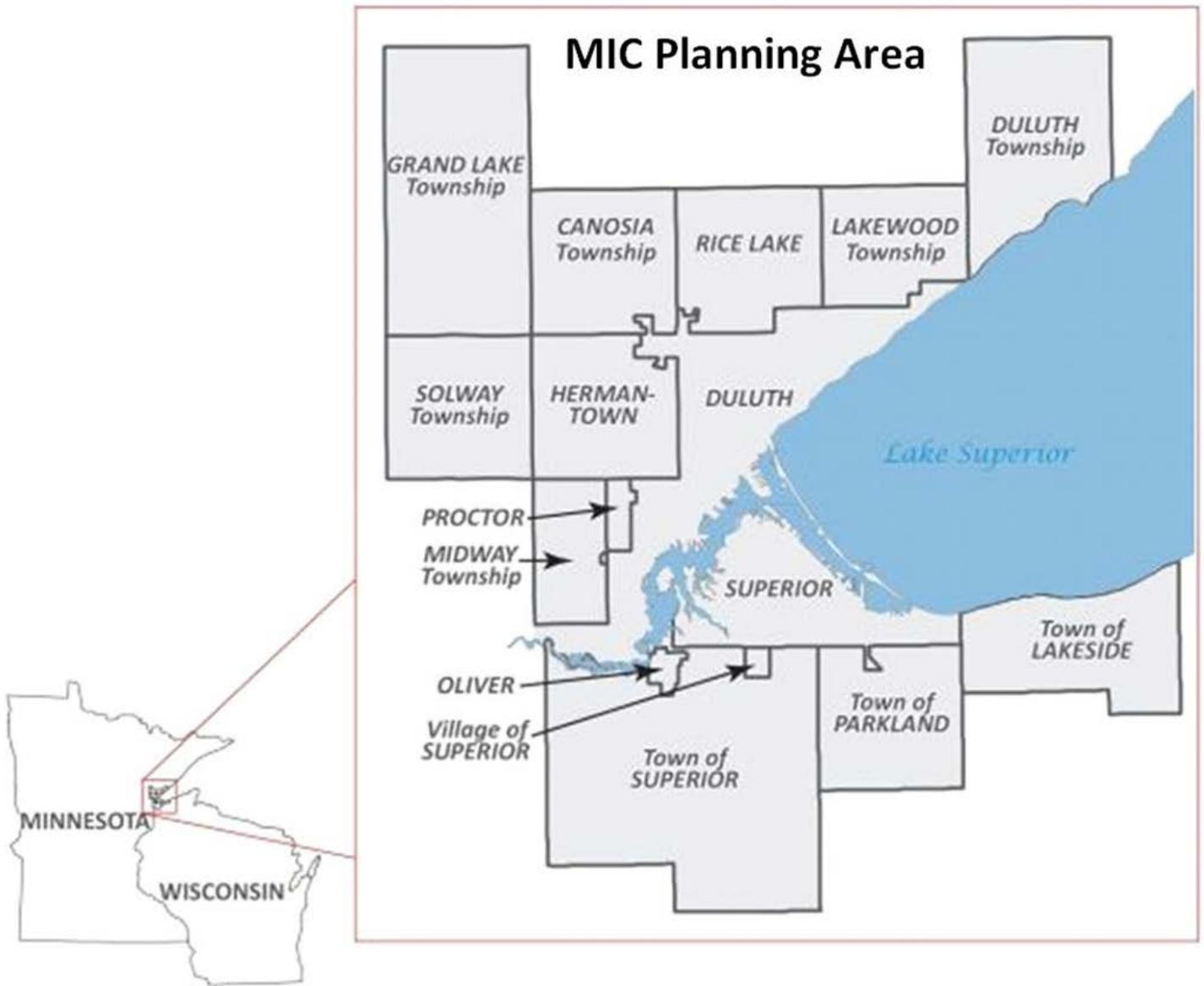
Contingency Fees Prohibited

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.

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APPENDIX A

A.1. MIC Planning Area Map



APPENDIX A

A.2. MIC Planning Area Population History

	1990	2000	2010	2015	2020	2015-20 Growth
United States	248,709,873	281,421,906	308,745,538	316,515,021	331,449,281	14,934,260
Minnesota	4,375,099	4,919,479	5,303,925	5,419,171	5,706,494	287,323
Wisconsin	4,891,769	5,363,675	5,686,986	5,742,117	5,893,718	151,601
St. Louis County, MN	198,213	200,528	200,226	200,506	200,231	-275
Douglas County, WI	41,758	43,287	44,159	43,799	44,295	496
MIC (MN)	109,841	113,033	115,242	115,719	116,838	1,119
<i>Duluth city</i>	85,493	86,918	86,265	86,178	86,697	519
<i>Hermantown city</i>	6,761	7,448	9,414	9,627	10,221	594
<i>Proctor city</i>	2,974	2,852	3,057	3,060	3,120	60
<i>Rice Lake city</i>	3,883	4,139	4,095	4,119	4,112	-7
<i>Grand Lake township</i>	2,355	2,621	2,779	2,789	2,720	-69
<i>Lakewood township</i>	1,799	2,013	2,190	2,449	2,276	-173
<i>Canosia township</i>	1,743	1,998	2,158	2,213	2,206	-7
<i>Solway township</i>	1,772	1,842	1,944	1,919	2,016	97
<i>Duluth township</i>	1,561	1,723	1,941	1,872	2,039	167
<i>Midway township</i>	1,500	1,479	1,399	1,493	1,431	-62
MIC (WI)	31,686	32,133	32,386	31,822	32,027	205
<i>Superior city</i>	27,134	27,368	27,244	26,817	26,751	-66
<i>Superior town</i>	1,911	2,058	2,166	2,035	2,264	229
<i>Parkland town</i>	1,326	1,240	1,220	1,330	1,231	-99
<i>Lakeside town</i>	569	609	693	581	681	-112
<i>Superior village</i>	481	500	664	700	677	-23
<i>Oliver village</i>	265	358	399	359	423	64
Total MIC	141,527	145,166	147,628	147,541	148,865	1,324

APPENDIX A

A.3. MIC Policy Board & Advisory Committee Meetings in 2023 & 2024

2023 MIC, TAC, HTAC, BPAC Meeting Calendar

8.16.22

Day/Date	Time	Group	Location	Day/Date	Time	Group	Location
January				July			
Tue, Jan 18	1:30 PM	TAC		<i>Mid-Year Review/date subject to change</i>			
Wed, Jan 18	6:00 PM	MIC		Wed, July 19			WisDOT In Person or Virtual
February				No Board or committee meetings during July			
Thurs, Feb 2	2:30 PM	BPAC		August			
Tue, Feb 15	1:30 PM	TAC		Thurs, Aug 3	2:30 PM	BPAC	
Wed, Feb 15	6:00 PM	MIC		Tue, Aug 15	1:30 PM	TAC	
March				Wed, Aug 16	6:00 PM	MIC	
Wed, Mar 1	9:00 AM	HTAC		September			
Tue, Mar 14	1:30 PM	TAC		Wed, Sept 7	9:00 AM	HTAC	
Wed, Mar 15	6:00 PM	MIC		Tue, Sept 20	1:30 PM	TAC	
April				Wed, Sept 21	6:00 PM	MIC	
Tue, Apr 18	1:30 PM	TAC		October			
Wed, Apr 19	6:00 PM	MIC		Tue, Oct 17	1:30 PM	TAC	
May				Wed, Oct 18	6:00 PM	MIC	
Thurs, May 4	2:30 PM	BPAC		November			
Tue, May 16	1:30 PM	TAC		Thurs, Nov 3	2:30 PM	BPAC	
Wed, May 17	6:00 PM	MIC		<i>No other Board or committee meeting during November</i>			
June				December			
Wed, June 7	9:00 AM	HTAC		Wed, Dec 6	9:00 AM	HTAC	
Tue, June 20	1:30 PM	TAC		Tue, Dec 12	1:30 PM	TAC	
Wed, June 21	6:00 PM	MIC		Wed, Dec 13	6:00 PM	MIC	
* Dates and locations are occasionally subject to change - please check your meeting notice to confirm							
MIC = Metropolitan Interstate Council Policy Board TAC = Transportation Advisory Committee Committee							
HTAC = Harbor Technical Advisory BPAC = Bicycle & Pedestrian Advisory Committee							

2024 MIC, TAC, HTAC, BPAC Meeting Calendar

8.30.22

Day/Date	Time	Group	Location	Day/Date	Time	Group	Location
January				July			
Tue, Jan 16	1:30 PM	TAC		<i>Mid-Year Review/date subject to change</i>			
Wed, Jan 17	6:00 PM	MIC		Wed, July 17			WisDOT In Person or Virtual
February				No Board or committee meetings during July			
Thurs, Feb 1	2:30 PM	BPAC		August			
Tue, Feb 20	1:30 PM	TAC		Thurs, Aug 1	2:30 PM	BPAC	
Wed, Feb 21	6:00 PM	MIC		Tue, Aug 20	1:30 PM	TAC	
March				Wed, Aug 21	6:00 PM	MIC	
Wed, Mar 6	9:00 AM	HTAC		September			
Tue, Mar 19	1:30 PM	TAC		Wed, Sept 4	9:00 AM	HTAC	
Wed, Mar 20	6:00 PM	MIC		Tue, Sept 17	1:30 PM	TAC	
April				Wed, Sept 18	6:00 PM	MIC	
Tue, Apr 16	1:30 PM	TAC		October			
Wed, Apr 17	6:00 PM	MIC		Tue, Oct 15	1:30 PM	TAC	
May				Wed, Oct 16	6:00 PM	MIC	
Thurs, May 2	2:30 PM	BPAC		November			
Tue, May 14	1:30 PM	TAC		Thurs, Nov 7	2:30 PM	BPAC	
Wed, May 15	6:00 PM	MIC		<i>No other Board or committee meeting during November</i>			
June				December			
Wed, June 5	9:00 AM	HTAC		Wed, Dec 4	9:00 AM	HTAC	
Tue, June 18	1:30 PM	TAC		Tue, Dec 10	1:30 PM	TAC	
Wed, June 19	6:00 PM	MIC		Wed, Dec 11	6:00 PM	MIC	
* Dates and locations are occasionally subject to change - please check your meeting notice to confirm							
MIC = Metropolitan Interstate Council Policy Board TAC = Transportation Advisory Committee Committee							
HTAC = Harbor Technical Advisory BPAC = Bicycle & Pedestrian Advisory Committee							

APPENDIX B

Required Federal 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 Arrowhead Regional Development Commission/Duluth-Superior Metropolitan Interstate Council (ARDC/MIC). Copies of such materials will be furnished to ARDC/MIC 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) ARDC/MIC 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 ARDC/MIC, 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 ARDC/MIC 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 ARDC/MIC, 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 ARDC/MIC 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 ARDC/MIC or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of **RGN (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 D. 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 3 of Appendix D. 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 ARDC/MIC 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 ARDC/MIC. 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 ARDC/MIC and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The Contractor must promptly notify ARDC/MIC, 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 ARDC/MIC.

G. PROCUREMENT OF RECOVERED MATERIALS

2 CFR §200.322

Procurement of Recovered Materials - The following requirements apply to the underlying contract: ARDC/MIC 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.”

I. TERMINATION FOR CAUSE AND FOR CONVENIENCE

2 CFR Part 200, Appendix II(B)

Termination of Agreement - Either the Contractor or ARDC/MIC 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 ARDC/MIC and Contractor shall be entitled to compensation for time expended and expenses incurred to the date of termination.

J. CHANGES

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

K. LOBBYING

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

L. REMEDIES

2 CFR Part 200, Appendix II(A)

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

M. CLEAN AIR AND CLEAN WATER

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

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

OTHER REQUIRED CONTRACT CLAUSES

The Contractor agrees to comply with the following additional requirements:

N. CONDITIONS OF PAYMENT

All services provided by the Contractor under this contract must be performed to the satisfaction of ARDC/MIC 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 ARDC/MIC 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>

P. APPENDICES A AND E OF THE TITLE VI/NON-DISCRIMINATION ASSURANCES

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

APPENDIX C

Required Affidavits and Certifications

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 the Arrowhead Regional Development Commission/Duluth-Superior Metropolitan Interstate Council (ARDC/MIC), 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 ARDC/MIC, 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, ARDC/MIC 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, ARDC/MIC 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 ARDC/MIC’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 ARDC/MIC with a combined single limit of liability of Two Million Dollars (\$2,000,000.00) each occurrence/general aggregate.
- b. **Professional Liability/Errors and Omissions or equivalent insurance** that covers the consultant's professional services performed by Contractor for ARDC/MIC with a limit of liability of Two Million Dollars (\$2,000,000.00) each claim/aggregate.
- 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 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 ARDC/MIC 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 ARDC/MIC's obligation or responsibility. By signing this Agreement, Contractor certifies that Contractor is in compliance with these laws and regulations.

Contractor shall deliver to ARDC/MIC, 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. The Arrowhead Regional Development Commission/Duluth-Superior Metropolitan Interstate Council (ARDC/MIC) shall be named as additional insureds under such policy(ies). The insurer will provide at least thirty (30) days prior written notice to ARDC/MIC, 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 ARDC/MIC, 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 ARDC/MIC with appropriate endorsements to its policy(ies) reflecting the status of ARDC/MIC as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided ARDC/MIC by the insurance company providing such insurance policy to Contractor.

The Contractor shall require any subcontractor permitted by ARDC/MIC 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 ARDC/MIC shall be named as additional insureds under such policies. The insurer will provide 30 day written notice to ARDC/MIC 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 ARDC/MIC, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. ARDC/MIC shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of ARDC/MIC as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided ARDC/MIC by the insurance company providing such insurance policy(ies).

AFFIDAVIT OF NONCOLLUSION

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

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);

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;

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

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 the Arrowhead Regional Development Commission/Duluth-Superior Metropolitan Interstate Council (ARDC/MIC); 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. ARDC/MIC 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 ARDC/MIC.

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. ARDC/MIC 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. ARDC/MIC recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. ARDC/MIC will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not ARDC/MIC’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 ARDC/MIC. ARDC/MIC would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, ARDC/MIC 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 ARDC/MIC project if a local government has also retained the proposer for the purpose of persuading ARDC/MIC 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 ARDC/MIC 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 ARDC/MIC employees, or their immediate family members. **Comment:** this provision is not intended to supersede any ARDC/MIC 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 the Arrowhead Regional Development Commission/Duluth-Superior Metropolitan Interstate Council (ARDC/MIC) 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:

- 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: _____

For assistance with this form, contact: Minnesota Department of Human Rights, Compliance Services Section

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

TC Metro: (651) 296-5663

Toll free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

IMMIGRATION STATUS CERTIFICATION

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

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

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

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

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone No: _____

Printed Name: _____ Title: _____

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

For assistance with the *E-Verify* Program

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

For assistance with this form, contact:

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

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

Telephone: 651-296-2600

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

CERTIFICATION OF RESTRICTION ON LOBBYING

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

1. No Federal or state appropriated funds have been paid or will be paid by or on behalf of the bidder/company, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The bidder/company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ___ / ___ / ___

_____ (Title of authorized official)

APPENDIX D

Disadvantaged Business Enterprise (DBE) Special Provisions

RACE/GENDER NEUTRAL GOAL

The DBE Special Provisions explain how to comply with the DBE requirements for projects that the MnDOT Office of Civil Rights/Contract Management has assigned a Race/Gender Neutral DBE goal.

POLICY STATEMENT

It is the policy of the Minnesota Department of Transportation (MnDOT) that DBEs, as defined in 49 C.F.R. Part 26 and other small businesses shall have the maximum feasible opportunity to participate in contracts financed in whole or in parts with federal funds. Consistent with this policy and Title VI of 1964 Civil Rights Act, Mn/DOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any U.S. Department of Transportation (DOT) assisted contract because of sex, race, color, or national origin. MnDOT has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the DOT, 49 C.F.R. Part 26 to implement this policy.

CONTRACT ASSURANCE

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out all the applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. 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 MnDOT deems appropriate.

Furthermore, Title VI of the Civil Rights Act of 1964 assures that no person or group of persons may, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities administered by MnDOT. For further information regarding Title VI, please contact the Office of Civil Rights, 395 John Ireland Blvd., MS 170, St. Paul, MN 55155-1899. Our telephone number is: (651) 366-3073.

The above information is applicable to every contractor including every tier of subcontractors, supplier or service providers on this project. It is the responsibility of the prime contractor, subcontractors, suppliers and service providers to ensure equal opportunity for all firms to participate on this project.

RACE/GENDER NEUTRAL GOAL

There is **no specific numerical DBE goal assigned to this project**. While no numeric DBE goal is assigned to this contract, the Contractor, sub-recipient or subcontractor **should make every reasonable effort to solicit DBE firms to participate** as subcontractors, service providers and suppliers on this project.

ADDITIONAL SUBCONTRACTORS, SUPPLIERS AND SERVICE PROVIDERS

Whenever an additional subcontractor, supplier or service provider is selected, and this information has not been previously reported to the MnDOT Office of Civil Rights, the Contractor or its designated DBE Officer shall promptly provide MnDOT OCR with the following information regarding the subcontract:

- The name of the subcontractor; supplier or service provider;
- The total dollar amount of the subcontract;
- The specific work items covered by the subcontract;
- Estimated quantities of each work item; and
- Individual unit prices (if applicable).

SUBMITTAL OF DOCUMENTATION

Upon award of the contract, the Contractor shall submit on the attached Bidders List, a complete list of all subcontractors, service providers, suppliers and Consultants that submitted bids, and shall indicate the successful quotes that will be used on the contract.

Additionally, during the life of the contract, the Contractor shall submit progress payment reports on the attached Contractor Payment Form regarding the payments made to its subcontractors, suppliers, service providers and sub-Consultants. In accordance with federal regulations and Minnesota's Prompt Payment law, Contractors are required to pay their subcontractors within ten (10) days of receiving progress payments from MnDOT. Contractors are also required to submit to the Project Engineer and the MnDOT OCR the Contractor Payment Forms no later than ten (10) days after receiving payment from MnDOT.

PROMPT PAYMENT

Minnesota Statutes §16A.1245 requires that the prime contractor agrees to pay each subcontractor within ten (10) days of the prime contractor's receipt of payment from the state for undisputed services provided by the subcontractor. The prime contractor is subject to pay interest charges of 1-1/2 percent per month, or any part of a month, to the subcontractor on any undisputed amount not paid to the subcontractor within the ten (10) day period. This provision applies to DBE and non-DBE subcontractors.

Prime contractors are required to make prompt and full payment of any retainage kept by the prime contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Satisfactorily completed means when all the tasks called for in the subcontract have been accomplished and documented as required by MnDOT. When MnDOT has made incremental acceptances of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. (49 C.F.R. § 26.29(b)-(c)).

Failure to comply with these payment provisions may result in penalties including the withholding of progress payments to prime contractors. Appropriate penalties will be determined by MnDOT. At the conclusion of the contract, the bidder must present the DBE Total Payment Affidavit to the MnDOT Office of Civil Rights. The affidavit must show the total dollar amount of work performed by each DBE business. Submission of this information is a condition of payment.

Bidders who submit a proposal are hereby notified that the Federal False Claims Act (31 USC 3729- 3733) and State False Claims Act (Minn. Stat. §15C.02) apply to statements and certifications made in connection with the DBE program.

This Race/Gender Neutral Goal Language is an addendum to the MnDOT DBE Special Provisions.



Minnesota Department of Transportation
Office of Civil Rights

Bidders List

State Project Number _____ Date: _____

Project Name _____ Eng. Est. _____ Goal _____ %

Contact Name _____ Contact # _____

List all comparative quotes or proposals received from Prime Contractors bidding or proposing on the project above.

Contractor Information				Check (✓) Firms That Will Be Used	Description of Work	Dollar Amount Of Bid/Proposal.
1.	Contractor Name			<input type="checkbox"/>		
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax:				
2.	Contractor Name			<input type="checkbox"/>		
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax				
3.	Contractor Name			<input type="checkbox"/>		
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax				
4.	Contractor Name			<input type="checkbox"/>		
	Contact Name					
	Address:					
	Federal Tax #	E-mail				
	Phone	Fax				
5.	Contractor Name			<input type="checkbox"/>		
	Contact Name					
	Address:					
	Federal Tax #	E-mail				
	Phone	Fax				

Minnesota Department of Transportation
Office of Civil Rights

Contractor Payment Form

State Project Number _____

Prime Contractor: _____

1st Tier Sub-Contractor: _____

Payment Reporting Period: From: _____

To: _____

 Instructions: All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the MnDOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to the Mn/DOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from MnDOT.

Contractor Information		Original Contract Amount	Committed DBE %	Actual DBE % to Date
Name: _____				
Address: _____				
Phone: _____				
Name of Subcontractor/Supplier		DBE? (Check if Yes)	Description of Work	Subcontract Amount
1. _____		<input type="checkbox"/>	1. _____	1. _____
2. _____		<input type="checkbox"/>	2. _____	2. _____
3. _____		<input type="checkbox"/>	3. _____	3. _____
4. _____		<input type="checkbox"/>	4. _____	4. _____
5. _____		<input type="checkbox"/>	5. _____	5. _____
6. _____		<input type="checkbox"/>	6. _____	6. _____
Amount of Current Payment		Total Sub-Contractor Payment-To-Date	% Paid to date	Final Payment? Yes/No
1. _____		1. _____	1. _____	1. _____
2. _____		2. _____	2. _____	2. _____
3. _____		3. _____	3. _____	3. _____
4. _____		4. _____	4. _____	4. _____
5. _____		5. _____	5. _____	5. _____
6. _____		6. _____	6. _____	6. _____
Company Officials Signature & Title		Date Signed	Name & Title of Individual Completing Report (Type or Print Clearly)	
_____		_____	_____	
Title: _____		Title: _____		
Phone: _____	Fax: _____	Phone: _____	Fax: _____	

Minnesota Department of Transportation
Office of Civil Rights

Contractor Payment Form Instructions

All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the Mn/DOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to the MnDOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from MnDOT.

State Project Number: As identified by MnDOT

Prime Contractor: The contractor who was awarded the project.

1st Tier Sub-Contractor: If there is an instance of a sub who has a subcontractor, list the 1st tier sub here and then list all of the 2nd tier Subcontractor(s) in the Name of Subcontractor/Supplier area. *All areas should be filled in regarding the prime as well.*

Payment Reporting Period: This should reflect the current payment period.

Contractor Information: Contractor's information who is making the payments. Should be filled out completely.

Original Contract Amount: Prime contractor's contract dollar amount.

Committed DBE%: The DBE requirement as certified by the prime in the proposal that is the minimum percentage to be met.

Actual DBE % to Date: The percent met to date.

Name of Subcontractor/Supplier: Company who is working for the prime contractor on this project. (If a sub was contracted for more than one contract, list each contract separately.)

DBE?: Check this box if the subcontractor is a certified DBE in Minnesota. You can find a listing of the DBE firms certified in Minnesota at www.dot.state.mn.us/civilrights/dbedirectory.html.

Description of Work: The type of work the subcontractor was contracted for.

Subcontract Amount: The dollar amount the subcontractor was contracted for.

Amount of Current Payment: The current dollar amount being paid to the sub.

Total Sub-Contractor Payment-to-Date: Total dollar amount paid to the sub including the current payment.

% Paid to Date: Percentage of total payments made in comparison to the prime's award amount.

Final Payment?: Indicate whether this is the final payment being made to the sub.

Company Officials Signature & Title: Self explanatory

Name & Title of Individual Completing Report: Self explanatory

If you have questions on completing the form, call the Office of Civil Rights at (651) 366-3073.

DBE Total Payment Affidavit

Pursuant to MnDOT Standard Specifications for Construction, Section 1908, the following DBE Total Payment Affidavit shall be executed by the Prime Contractor after all work has been performed by a DBE on this project. If the dollar value of the DBE firm's total work is less than the DBE's original subcontract, please explain. Attach additional sheets if necessary.

State Project Number: _____

STATE OF MINNESOTA

COUNTY OF _____

I, _____, being first duly sworn, do depose and say that:

1. I am the authorized representative of _____
(Name of Individual, Company, Partnership or Corporation)

and I have the authority to make this Affidavit for and on behalf of said Prime Contractor.

2. The following DBE Subcontractors/Suppliers/Service Providers/Sub-Consultants have performed work on this contract/project with a total dollar value of:

Name of DBE Firm	Dollar Amount of Subcontract	Total Dollar Amount

3. I have fully informed myself regarding the accuracy of the statements made in this Affidavit.

Signed:

(Prime Contractor or Authorized Representative)

Subscribed and sworn to before me

This _____ day of _____, 20_____

(Notary Public)

My commission expires _____, 20_____

Prepare Affidavit in duplicate. Submit one original to the Project Engineer, and one original to:

**MnDOT's Office of Civil Rights 395
John Ireland Blvd., MS 170 St. Paul,
MN 55155**

No. 1908 – Standard Specifications for Construction Unless the Contractor has presented an Affidavit showing the total dollar amounts of work performed by Disadvantaged Business Enterprises (DBE), final payment may be withheld.

APPENDIX E

ARDC/MIC Contract Template

AGREEMENT FOR CONSULTING SERVICES

between

ARROWHEAD REGIONAL DEVELOPMENT COMMISSION

and

CONSULTANT NAME

THIS AGREEMENT, entered into as of the ____ day of ____, 2023 by and between Arrowhead Regional Development Commission, a political subdivision of the State of Minnesota, hereinafter referred to as "ARDC", and CONSULTANT NAME, hereinafter referred to as "Consultant" in response to the following situation:

- A. The Duluth-Superior Metropolitan Interstate Council (MIC), a division of the Arrowhead Regional Development Commission (ARDC), desires to obtain the services of a consultant for its PLAN OR PROJECT NAME.
- B. Consultant is qualified, able and willing to provide consulting services to ARDC with regard to the Project pursuant to these terms of this Agreement.

NOW, THEREFORE, ARDC and Consultant do mutually agree as follows:

1. Services to be Performed.

Consultant agrees that it will perform the Scope of Services (Work) as set forth in Exhibit A attached hereto, in accordance with the practices customary in the industry, per the Standards of Performance defined in Section 7 herein. The Work shall be completed within time schedules as to be determined by ARDC and Consultant.

- 1.1 The Project Manager and Authorized Representative for ARDC is Ron Chicka, Director, Duluth-Superior Metropolitan Interstate Council, 221 W First St, Duluth MN 55802, 218-529-7506, rchicka@ardc.org, or his/her successor. ARDC's Authorized Representative has the responsibility to monitor Consultant's performance and the authority to accept the services provided under this Agreement.
- 1.2 Consultant's Project Manager and Authorized Representative is NAME. If its Authorized Representative changes at any time during this agreement, Consultant will immediately notify Ron Chicka, Director, Duluth-Superior Metropolitan Interstate Council.

2. Personnel.

Consultant will secure, at its own expense, all personnel required to perform the services under this Agreement, and such personnel shall not be the employee(s) of, nor have a contractual relationship with, ARDC.

3. Assignability.

Consultant shall not assign any interest in this Agreement, shall not contract with others to perform Consultant's services and shall not transfer any interest in this Agreement without the prior written approval of ARDC.

APPENDIX E

ARDC/MIC Contract Template

4. Agreement Period.

- 4.1 This Agreement shall be effective the ____ day of ____, 2023 or the date ARDC obtains all required signatures, whichever is later. The Contractor must not begin work under this Agreement until it is fully executed and the Contractor has been notified by the Authorized Representative to begin work.
- 4.2 This Agreement will remain in effect until December 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

5. Termination of Agreement.

Either Consultant or ARDC 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 writings prepared by the Consultant under this Agreement shall be delivered to ARDC and Consultant shall be entitled to compensation for time expended and expenses incurred to the date of termination.

If Agreement is to be terminated for cause, Consultant shall be provided a written Notice to Cure affording Consultant ten (10) days to address any alleged deficiencies specified in the Notice prior to commencing with termination process. Consultant shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with early termination.

6. Independent Contractor.

The relationship between the Consultant and ARDC shall be that of an independent contractor. Nothing herein shall in any way make or create any employer/employee relationship between ARDC and Consultant.

7. Standard of Performance and Insurance; Indemnity.

All services to be performed by Consultant hereunder will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities.

Consultant shall obtain and maintain at its cost and expense:

- 7.1 Comprehensive general liability insurance that covers the consultant services performed by Consultant for ARDC/MIC with a limit of liability of Two Million Dollars (\$2,000,000.00) each occurrence/general aggregate.
- 7.2 Professional Liability/Errors and Omissions or equivalent insurance that covers the consultant's professional services performed by Consultant for ARDC/MIC with a limit of liability of Two Million Dollars (\$2,000,000.00) each claim/aggregate.
- 7.3 Worker's compensation insurance covering Consultant (if an individual) all of Consultant's employees with coverages and limits of coverage required by law.

APPENDIX E

ARDC/MIC Contract Template

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

Consultant, or Consultant's agent or broker, shall deliver to ARDC, 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. ARDC shall be included as additional insured under such policy(ies) except Workers' Compensation. The insurer will provide at least thirty (30) days prior written notice to ARDC, of any cancellation of any of the policy(ies) 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 ARDC, of any cancellation of any of the policy(ies) evidenced by said certificate(s) for nonpayment of premium. Consultant, or Consultant's agent or broker, shall provide ARDC with appropriate endorsements to its policy(ies) that includes ARDC as an additional insured and requiring that the foregoing required notice of cancellation be provided ARDC by the insurance company providing such insurance policy to Consultant.

Consultant shall require any subcontractor permitted by ARDC under Section 3 hereof to perform work for Consultant on the Project to have in full force and effect the insurance coverage required of the Consultant under this Agreement before any subcontractor(s) begin(s) work on the Project. Consultant shall require any such subcontractor to provide to Consultant a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Consultant and ARDC shall be included as additional insureds under such policies except Workers' Compensation. The insurer will provide 30 day written notice to ARDC and Consultant of any cancellation of the policy(ies) 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 ARDC of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. ARDC shall also be provided with appropriate endorsements to its policy(ies) that includes ARDC as an additional insured and requiring that the foregoing required notice of cancellation be provided ARDC by the insurance company providing such insurance policy(ies).

APPENDIX E

ARDC/MIC Contract Template

8. Other Projects.

Consultant and ARDC may, by separate agreement, identify other projects for which the services of the Consultant are desired and that are outside the scope of this Agreement. Such separate agreement shall specify the work to be performed on such separate projects and the fees to be paid to the Consultant in connection with such special projects.

9. Compensation.

The Arrowhead Regional Development Commission Board of Directors has authorized a board officer to enter into three successive 1-year agreements with Consultant for a total of \$150,000 to provide long range planning assistance, on-call travel demand modeling projects, and updating the MIC's Travel Demand Model (TDM) for use in its short-term and long-range transportation planning activities.

The initial contract for this three-year project with Consultant will extend through the end of CY 2023 (per section 4.2 of this Agreement), with contract amendments/ extensions for CY 2024 and 2025, respectively, as budgets for the MIC and ARDC are finalized for those years.

Consultant shall be compensated for the services to be performed hereunder as set forth in Exhibit B, not to exceed the amount of \$60,000 in Calendar Year 2023.

9.1 Consultant shall, by the 10th day of each month, submit to ARDC itemized statements of services rendered during the previous month, setting forth the date such services were performed, a description of the services, the person performing such services and the amount of time expended in performing such services. ARDC shall pay approved Consultant invoices within thirty (30) days of receipt.

9.2 Consultant must include all supporting documentation otherwise required for invoice submission under Exhibit B in this Agreement.

10. Recordkeeping.

Consultant hereby agrees:

10.1 To maintain all books, documents, papers, accounting records and other evidence pertaining to the fees and expenses for which it seeks payment or reimbursement hereunder and appropriate records with respect to the services performed by it under this Agreement.

10.2 To make such materials available at its office at all reasonable times during the Agreement Term and for six (6) years from the date of final payment under this Agreement for inspection by ARDC and copies thereof shall be furnished to ARDC upon request by ARDC.

APPENDIX E

ARDC/MIC Contract Template

- 10.3 ARDC has advised Consultant that it is subject to the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes, including Section 13.05, Subd. 11.

Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Contractor receives a request to release the data referred to in this Section, Contractor must immediately notify ARDC and consult with ARDC as to how Contractor should respond to the request. Contractor's response shall comply with applicable law, including that the response is timely and, if Contractor denies access to the data, that Contractor's response references the statutory basis upon which Contractor relied. Contractor does not have a duty to provide public data to the public if the public data is available from ARDC.

11. No Prohibited Interest.

Consultant represents and warrants to ARDC that, to the best of its knowledge, no employee, officer or agent of ARDC, any member of the family of any such person, any partner of any such person or any organization which employs or is about to employ any of the above has a financial or other interest in the business of Consultant.

12. Liability.

Consultant must indemnify, save, and hold ARDC, the Metropolitan Interstate Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by ARDC, arising from the performance of this Contract by Consultant's agents or employees. This clause will not be construed to bar any legal remedies Consultant may have for ARDC's failure to fulfill its obligations under this agreement.

13. Waivers.

If ARDC or the MIC fails to enforce any provision of this agreement, that failure does not waive the provision or ARDC/MIC's right to subsequently enforce it.

14. Confidentiality.

Consultant agrees that, at all times, both during the term of this Agreement and after the termination of this Agreement, it will be faithful to ARDC by not divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of ARDC or as required by any applicable law, rule, regulation or ordinance of ARDC or any other governmental authority, any information of any kind, nature or description concerning any matters affecting or relating to the business, employees, agents, customers of ARDC, or parties contracting with ARDC.

15. Intellectual Property Rights.

For the purposes of this Agreement, Project Materials means copyrights and all works developed in the performance of this Agreement, including, but not limited to, the

APPENDIX E

ARDC/MIC Contract Template

finished product and any deliverables, including any software or data.

- 15.1 Project Materials do not include any materials that Consultant developed, acquired or otherwise owned or had a license to use prior to the date of this Agreement.
- 15.2 All Project Materials are agreed by Consultant to be “works made for hire” as defined under 17 U.S.C. §101, for which ARDC has the sole and exclusive right, title and interest, including all rights to ownership and copyright and/or patent. In addition, Consultant hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to ARDC.
- 15.3 Consultant shall provide ARDC with copies of all Project Materials.
- 15.4 Upon request by Consultant, ARDC may authorize Consultant to use specified Project Materials to evidence Consultant’s professional capabilities. In all such uses of Project Materials by Consultant, reference shall be made to ARDC and the Project and that the Project Materials are owned by ARDC.
- 15.5 Consultant also acknowledges and agrees that all names and logos provided to Consultant by ARDC for use in connection with the Project are and shall remain the sole and exclusive property of ARDC.
- 15.6 Consultant agrees not to use the name, logo, or any other marks owned by or associated with ARDC or the name of any representative of ARDC in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of ARDC in each instance. However, Consultant may use the name of ARDC in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Consultant agrees to provide ARDC with a copy of any such document.

16. Notices.

Any notice required to be given under this Agreement shall be deemed sufficient if in writing, sent by mail to the last known office address of Consultant, or to ARDC at 221 West First Street, Duluth, Minnesota 55802.

17. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction St. Louis County, Minnesota.

18. Complete Understanding.

This Agreement constitutes the sole and complete agreement relating to the subject matter of this Agreement between the parties, superseding any and all other agreements between the parties and no verbal or other statements, inducements or

APPENDIX E

ARDC/MIC Contract Template

representations have been made or relied upon by either party. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

19. No Contractual Authority.

Consultant shall have no authority to enter into any contracts or agreements binding upon ARDC or to create any obligations on the part of ARDC.

20. Funding.

The USDOT is providing assistance for this project in the amount of \$48,000 in federal Consolidated Planning Grant funds. Federal funding is at 80% of the total cost of the project. Payments under this contract will be made from federal funds obtained through Title 23 CFDA number 20.205 of the Infrastructure Investment and Jobs Act of 2021, Public Law 117-58, 23 US Code 104. The Consultant is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Consultant's failure to comply with federal requirements.

21. ARDC Obligations Limited.

The obligations of the ARDC under this Agreement are limited recourse obligations payable solely from funds received by ARDC from the MIC's 2023 MnDOT Consolidated Planning Grant #1051585. ARDC shall have no liability to Consultant hereunder if it does not receive funds from the MIC's 2023 MnDOT Consolidated Planning Grant #1051585 acting as agent in accepting federal funds, to pay such amounts to Consultant.

22. COVID-19 Provisions.

Consultant assumes the risk of contracting COVID-19 during the performance of services. Consultant agrees to establish preventive measures and comply with all Minnesota State Executive Orders. Consultant holds ARDC harmless from any liabilities related to COVID-19 arising out of the performance of the contract.

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APPENDIX E
ARDC/MIC Contract Template

In consideration whereof ARDC and Consultant have caused this Agreement to be executed on their respective behalf as of the day and date first shown above, or the date all required signatures are obtained, below, whichever is later.

ARROWHEAD REGIONAL DEVELOPMENT COMMISSION

By _____
Ronald Chicka, its MIC Division Director

_____ Date

By _____
Lorna Morrisroe, its Finance Director

_____ Date

CONSULTANT (CONSULTANT)

By _____
NAME, its TITLE

_____ Date

APPENDIX E
ARDC/MIC Contract Template
EXHIBIT A
Scope of Services

[INSERT SCOPE OF WORK FROM CONSULTANT PROPOSAL]

APPENDIX E

ARDC/MIC Contract Template

EXHIBIT B

Compensation

CONSULTANT shall be compensated in an amount up to \$60,000 for services to be provided in Calendar Year 2023 to ARDC/MIC as set forth in the Scope of Services (Exhibit A) and in accordance with the Fee Schedule submitted with Consultant's proposal dated DATE (Exhibit C).

1. CONSULTANT shall, by the 10th day of each month, submit an itemized statement of services rendered and a narrative report of progress on each task during the previous month to ARDC. The Project Manager will certify each payment request and submit to:
Arrowhead Regional Development Commission
Attn: Ron Chicka, MIC Director
221 West First Street
Duluth, MN 55802
2. The invoice will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - 2.1 Itemized statements of services rendered, including the date services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services times the applicable rate to arrive at a total dollar amount for each individual.
 - 2.2 Any equipment charges shall be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
 - 2.3 A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.
 - 2.4 A detailed breakdown of additional expenses as set forth in Consultant Proposal, including mileage, lodging, meals and printing costs.
3. A completed Contractor Payment form (included in Exhibit D, DBE Special Provisions) must accompany each invoice, detailing the payments made to its subcontractors, suppliers, service providers and sub-consultants.
4. A narrative report of progress on each task will be included with each invoice submittal.
5. The final invoice will contain any amounts remaining on this contract and will be paid by ARDC upon satisfactory completion of the Scope of Services (Exhibit A).
6. All invoices submitted to ARDC/MIC 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."

APPENDIX E
ARDC/MIC Contract Template
EXHIBIT C
Fee Schedule

[INSERT FEE SCHEDULE FROM CONSULTANT PROPOSAL]

APPENDIX E

ARDC/MIC Contract Template

EXHIBIT D

Disadvantaged Business Enterprise (DBE) Special Provisions

APPENDIX E
ARDC/MIC Contract Template
EXHIBIT E
Required Federal Contract Clauses

APPENDIX E

ARDC/MIC Contract Template

EXHIBIT F

Required Affidavits and Certifications