

REQUEST FOR PROPOSALS
for
Next-Generation Regional Street Centerline Solution

Issue Date: 7-2-2010

Proposals due: 7-30-2010 by 3:00 at p.m. local time

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INSTRUCTIONS FOR PREPARATION OF PROPOSALS

1. Request for Proposals

In this Request for Proposals (RFP), the Metropolitan Council (Council) is soliciting proposals for the following services: To capture, assemble into a seamless coverage for the seven-county Twin Cities metropolitan area and to manager street centerline data consistent with the required specifications.

The specific services requested in this RFP are detailed in *Attachment to the Proposal Instructions: Scope of Work*.

Failure to follow these instructions and requirements may result in the rejection or disrating of your proposal. The Council is not responsible for any costs incurred by prospective proposers (Proposers) in the preparation and presentation of their proposals.

2. Council Rights

The Council reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. No Proposer shall have a right to make a claim against the Council in the event the Council accepts a proposal or does not accept any or all proposals. The Council by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any or all informalities or irregularities in the proposals received, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

3. Project Time Frame

<u>Project Milestones</u>	<u>Tentative Completion Date</u>
Issue Request for Proposals	7-2-2010
Questions Due	7-12-2010 by 4pm (Central Time)
Questions Answered	7-16-2010
Proposals Due	7-30-2010 by 3pm (Central Time)
Second Round Review of Actual Data	September 2010
Award of Contract	October 2010
Implementation Effective	January 1, 2011

Completion dates for the project milestones in this section are tentative only and are subject to modification by the Council.

4. Background

Created in 1967, the Council is the regional-level governmental unit for the seven-county Twin Cities area. The Council is responsible for guiding and coordinating development in the region through joint planning with local governments and the private sector, and it operates regional services – wastewater collection and treatment, transit and the Metro HRA, an affordable-housing service that provides assistance to lower-income families and individuals in the region.

The Council also establishes policies for airports, regional parks, highways and transit, sewers, air and water quality, land use and affordable housing, and provides planning and technical assistance to communities in the Twin Cities region.

The Council organizes its work around the following central themes:

- Balancing regional needs with local concerns
- Maximizing Council accountability
- Involving citizens in the fulfillment of the Council's mission
- Efficiently using current and future regional infrastructure, services and resources
- Operating quality services in an inclusive, customer-focused and efficient manner
- Encouraging innovation to improve services and programs

The Council's *Regional Development Framework* reflects these themes as the overall growth plan for the seven-county area. It provides for the orderly phasing of urban development in coordination with the staged extension of regional wastewater and transportation facilities. Under the *Framework*, the Council:

- Works with communities to accommodate growth efficiently and flexibly;
- Plans and invests in a multi-modal transportation system;
- Encourages expanded choices in housing locations and types; and
- Works with partners to protect and enhance vital natural resources.

Supporting the planned growth and redevelopment of the region are the Council's water management and transit services. The Council is responsible for water quality through its wastewater treatment operations and planning to reduce polluted runoff. As the principal transit provider in the region, the Council provides high-quality, cost-effective transit services, contributing significantly to the regional economy by providing access to job locations.

More information about the Council can be found at www.metrocouncil.org.

This RFP is being issued for the Council's GIS Unit, Regional Administration Division. The Council is the contracting authority.

5. RFP Administrator; Proposal Questions; Addenda

The RFP Administrator for this Request for Proposals is:

Name: Laron Weddington
Phone: (651) 602-1032
Fax: (651) 602-1183
E-mail: laron.weddington@metc.state.mn.us
TTY: (651) 229-3760

Instructions for Preparation of Proposals
Contract #10P081

All questions regarding this RFP are to be directed only to the RFP Administrator. **Proposers may be disqualified if any unsolicited contact related to this RFP is made with an employee or representative of the Council other than the RFP Administrator during the proposal process.**

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the Scope of Work, or other RFP documents, or finds discrepancies in or omissions from the specifications, the person may submit to the RFP Administrator a written request for an interpretation or correction by 7-12-2010. **Only written requests will be accepted.** The person submitting the request will be responsible for its prompt delivery. Legible fax transmissions of written requests and e-mailed questions are acceptable. If the RFP Administrator elects to answer any questions, all RFP recipients will receive a written response.

Any corrections or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document at the address provided by the recipient.

6. Proposal Format

- A. Proposals must be submitted on 8-1/2" x 11" size paper and type written. **One (1) paper original, three (3) photocopies, and a PDF of the proposal are required.**
The Council encourages the use of recycled paper for proposals.
- B. All proposals must be clearly marked "Next-Generation Regional Street Centerline Solution" as well as include the name and address of the Proposer.

Acknowledgment of receipt, by number, of each RFP addendum, if any, must be included with the proposal.

7. Submission of Proposals

All proposals must be addressed as follows:

Laron Weddington
Metropolitan Council Environmental Services
Proposal for "Next-Generation Regional Street Centerline Solution" enclosed
390 North Robert Street
St. Paul, Minnesota 55101
E-mail: laron.weddington@metc.state.mn.us

Proposals must be **physically delivered** to the offices of the Council, at the above address by the date and time indicated in section 3. Proposals received after the specified time and date may not be considered, at the Council's discretion.

If proposals are sent by U.S. mail or other delivery service, it is wholly the responsibility of the Proposer to ensure that the proposal package is properly addressed and physically delivered on time.

The submission of a proposal shall constitute an acknowledgment upon which the Council may rely that the Proposer has thoroughly examined and is familiar with the RFP, the attachments (including the Scope of Work and the Sample Contract), the addenda (if any), and work sites as applicable, and has reviewed and inspected all applicable statutes, regulations, ordinances and

resolutions dealing with or related to the services to be provided. The failure or neglect of a Proposer to do so shall in no way relieve the Proposer from any obligations with respect to the proposal or the contract issued as a result of this RFP. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any aspect of the RFP, attachments (including the Scope of Work), addenda (if any), work sites, statutes, regulations, ordinances or resolutions.

8. Items Required to be Submitted with the Proposal

Items listed in this section must accompany your proposal. If any required item is omitted, the proposal may be rejected and returned without further consideration. See the referenced sections for additional details on some requirements.

A statement of qualifications and relevant firm experience.

A detailed work plan addressing each of the tasks in the Scope of Work.

A detailed price proposal executed by an officer of the proposing firm.

If the amount of the proposal exceeds \$100,000, **either:** 1) a currently-effective Affirmative Action Certificate of Compliance, **or** 2) Affirmative Action Certification Statement (section 17)

Subcontractor Information Form (section 18)

9. [Reserved - This section is unused in this RFP.]

10. Withdrawal or Modification of Proposals

Each proposal shall constitute a binding, irrevocable offer for a period of 60 days after the date the proposals are due. Proposals which have been submitted to the Council may be withdrawn by the Proposer only if a written withdrawal request is **physically received** by the RFP

Administrator in person, by mail, or by facsimile prior to the time proposals are due. Proposals which are timely withdrawn shall be returned to the Proposer unopened.

A Proposer may submit a modified proposal prior to the time proposals are due. A modified proposal must be **physically received** by the RFP Administrator prior to the time proposals are due. If a modified proposal is timely submitted, the Council shall deem a previous proposal submitted by the Proposer to have been withdrawn and the previous proposal shall be returned to the Proposer unopened.

11. Proposal Evaluation Criteria; Contract Award

Proposals will be evaluated by an Evaluation Panel to assess the Proposer's likelihood of successfully accomplishing the prospective project.

The Evaluation Panel will consider all the material submitted by the Proposer and other information the Evaluation Panel may obtain to determine whether the Proposer is capable of and has a history of successfully completing projects of this type including, without limitation, additional information the Evaluation Panel may request, interviews or oral presentations.

Proposals will be evaluated on the basis of the following criteria. **The Evaluation Panel will consider the trade-off between proposal price and the other evaluation criteria in determining the proposal which is most advantageous to the Council.**

Ranking	Evaluation Criteria
1	The quality and completeness of the proposal including, without limitation, its completeness in addressing the requirements of this RFP and Scope of Work, the work plan and schedule submitted as a part of the proposal, and demonstrated grasp of the work required for this project.
2	The qualifications of the proposer including, without limitation, general qualifications, specialized qualifications and professional competence in areas directly related to this RFP, and successful completion of similar projects.
3	The experience of the Proposer on similar projects with the Council or with others including, without limitation, any references provided by the Proposer.
The price of the proposal. Price will be approximately equal in importance to a combination of all other criteria shown above.	

The Evaluation Panel will review, analyze, and evaluate all proposals based on the Evaluation Criteria.

If required by Council procedures, the Evaluation Panel will determine and recommend to the Council through the appropriate committee which proposal, in its opinion, represents the most advantageous offer to the Council. The committee will review the findings and recommendations of the Evaluation Panel, and forward them along with any of its own comments, findings and recommendations to the Council for action. The Council may make its own findings and determinations.

A determination will be made as to which proposal, if any, is **most advantageous to the Council**, by considering the evaluations of the proposals, the best value to the Council, and the best interests of the Council.

If a proposal is accepted and award is authorized, in accordance with the Council's policies and procedures, a contract for the work will be executed. Until authorization of the award and execution of the contract, the Council has no obligation for the cost associated with any work performed.

12. [Reserved - this section is unused in this RFP.]

13. Protests

Proposers who wish to file a protest regarding the RFP process shall conform in all respects to the Council's Protest Procedure. (*See Attachment to the Proposal Instructions: Protests for Procurements \$25,000 and Over.*) All protests must be addressed to the RFP Administrator at the address indicated in section 5.

14. Data Practices Act

The Minnesota Government Data Practices Act provides that the names of proposers are public once the proposals are opened. With the exception of trade secret information as defined in Minnesota Statutes, section 13.37, all other information submitted by a Proposer in response to this RFP becomes public at the times specified in the act and is then available to any person upon request. Trade secret information is defined in section 13.37 as data, including a formula, pattern, compilation, program, device, method, technique, or process, (1) that was supplied by the Proposer; (2) that is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy; and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Any information in its response to this RFP for which the Proposer claims protection as trade secret information in accordance with the above provisions must be limited and set apart in the RFP response on separate pages, with a heading that identifies the information as trade secret information. The Council will make the ultimate determination whether the information meets the applicable definition. Any information submitted in response to this RFP which does not meet the legal definition will be considered public information, regardless of the Proposer's identification of it as trade secret information. **Proposers are advised that blanket-type identification by designating whole pages or sections as containing trade secret information will not assure protection --- the specific information for which the Proposer claims trade secret protection must be clearly identified as such.**

Submitted proposals shall not be copyrighted. A statement by the Proposer that submitted information is copyrighted or otherwise protected does not prevent public access to the information contained in the RFP response.

15. Form of Contract

A copy of the standard Council contract for professional/technical services is attached to this RFP as *Attachment to the Proposal Instructions: Sample Professional/Technical Service Contract*. The standard contract outlines various legal and administrative duties and responsibilities assumed by persons or organizations contracting with the Council. The successful Proposer will be expected to execute this contract.

16. Incorporation of Affirmative Action Requirements

If a contract based upon this RFP or any modification of the contract exceeds a value of \$100,000, the provisions of Minnesota Statutes, section 473.144, and Minnesota Rules, parts 5000.3400 to 5000.3600 will be incorporated into said contract or modification. The referenced provisions relate to contractor requirements for affirmative action plans for minority individuals, women, and disabled individuals. Copies of the referenced provisions are available upon request from the RFP Administrator. Copies may also be accessed at the following internet web sites:

Minnesota Statutes, section 473.144: www.revisor.leg.state.mn.us/stats/473/144.html

Minnesota Rules, parts 5000.3400 -.3600: www.revisor.leg.state.mn.us/arule/5000/

17. Certificate of Compliance for Public Contracts

The provisions of this section 17 apply only if the amount of the proposal exceeds \$100,000.

Under the provisions of Minnesota Statutes section 473.144, the Council may not accept a bid or proposal for over \$100,000 from any business having more than forty (40) full-time employees in Minnesota on a single working day during the previous twelve (12) months, unless that business has submitted an affirmative action plan to the Minnesota Commissioner of Human Rights for approval. The Council may not execute a contract for over \$100,000 with any business having more than forty (40) full-time employees in Minnesota on a single working day during the previous twelve (12) months, unless that business has an approved affirmative action plan, evidenced by a Certificate of Compliance from the Minnesota Department of Human Rights. A certificate is valid for 2 years. In addition, for any business which did not have more than forty (40) full-time employees in Minnesota, but which had more than forty (40) full-time employees on a single working day during the previous twelve (12) months in the state in which it has its primary place of business, the Council may not execute a contract with such a business unless the business has an approved affirmative action plan, evidenced by a Certificate of Compliance from the Minnesota Department of Human Rights, or the business certifies to the Council that the business is in compliance with federal affirmative action requirements.

To ensure compliance with this statute, Proposers must submit with their proposal **EITHER**:

- A. a copy of the Proposer's currently effective affirmative action Certificate of Compliance issued by the Minnesota Department of Human Rights; **OR**
- B. an Affirmative Action Certification Statement (see *Attachment to the Proposal Instructions: Affirmative Action Certification Statement*) with information which indicates that the Council can accept the Proposer's proposal.

Failure to submit one of these documents along with the proposal will result in the proposal being rejected and returned to the Proposer without further consideration. Proposers are advised that the Council may verify representations made by a Proposer in any Affirmative Action Certification Statement which is submitted.

If a Proposer submits an Affirmative Action Plan for approval of the Minnesota Commissioner of Human Rights in order to qualify for acceptance of its proposal by the Council and becomes the selected vendor, the Council will not execute the contract for services until the Proposer has actually been issued a Certificate of Compliance from the Minnesota Department of Human Rights. The Council is under no obligation to delay the award and execution of a contract until a Proposer has completed the human rights certification process. It is the sole responsibility of a Proposer to apply for and obtain a human rights certificate prior to contract award and execution.

18. Subcontracting (PFA, State, or Local Funding)

Proposers may subcontract for functions to fulfill the obligations of their proposal. All Proposers **MUST** complete and include the attached **Subcontractor Information Form** with their proposal, even if no subcontractors are proposed to be used on this project. Proposers must indicate on the form either:

- 1) that no subcontractors will be used on this project; or
- 2) the name, address, and telephone number of each subcontractor proposed to be used on the project.

Proposers must also complete and execute the certification on page two of the form. (See *Attachment to the Proposal Instructions: Subcontractor Information Form.*)

19. [Reserved - This section is unused in this RFP] (State or Local Funding)

20. [Reserved - This section is unused in this RFP.] (State or Local Funding)

List of Attachments to Proposal Instructions

Attachment #	Contract #10P081 Document Title (State or Local Funding)	Proposal Instructions Section Reference
1	Scope of Work	1-1
2	Protests for Procurement \$25,000 and Over	2-1
3	Sample Professional/Technical Services Contract	3-1
4	Affirmative Action Certification Statement	4-1
5	Subcontractor Information Form	5-1

Attachment to the Proposal Instructions:

1. Scope of Work

(See Proposal Instructions, section 1, for further information)

Contract # 10P081 Project Name: Next-Generation Regional Street Centerline Solution

A. Project Description and Scope

Overview and Context: The Metropolitan Council serves the seven-county, Minneapolis-St. Paul metropolitan area and is the responsible entity for this Request for Proposals.

The Council’s mission is “to develop, in cooperation with local communities, a comprehensive regional planning framework, focusing on transportation, wastewater, parks and aviation systems, which guides the efficient growth of the metropolitan area. The Council operates transit and wastewater services and administers housing and other grant programs”.

Effectively accomplishing this mission requires ongoing access to a variety of trusted, accurate, and complete geospatial data, including addressable street centerline data, the subject of this Request for Proposals. The Council needs these data to be consistent across the seven-county Minneapolis-St. Paul metropolitan area, and they must also be easily used (interoperable) with other framework data (e.g., parcels, jurisdictional boundaries, census geography etc.). In the early 1990’s, the Council concluded the most effective way to meet its need for access to data produced by others was to promote a collaborative strategy among government interests that serve the seven county metropolitan area to achieve sustainable regional solutions to shared geospatial needs (build once, share many times). This acknowledgement led to the creation of [MetroGIS](#)¹ in 1996, for which the Council has served as primary sponsor since that time.

The Metropolitan Council has served as the regional custodian for the MetroGIS Street Centerline Dataset since 1997. In this capacity, the Council has entered into a series of agreements to procure street centerline data that complies with standards and preferences of the MetroGIS community of users. The Council’s principal business need for accepting this responsibility is to support the Council’s metropolitan transit operation. There are in excess of 164 licensees to the current regional street centerline solution. The current agreement that provides access to this regional dataset expires December 31, 2010.

Explore Interest in Geospatial Collaborative Testbed:

Overview: Meeting the specifications outlined in Attachment B for a regional street centerline data solution is a must, but the organizational context in which they are met is not a given. For nearly 14 years, a conventional Council-contractor relationship has been relied upon to obtain data compliant with these specifications, as a public sector supported solutions has not been available. This relationship has produced substantial benefits for all involved and a substantial investment has been made by the Council and others who have developed applications that run on these data. Reliance upon a contractor

¹ Empowered by resources provided through the Council’s sponsorship, MetroGIS has made substantial [progress](#) to address shared information needs. This progress has resulting in vast improvements to access, interoperability, quality, completeness and general fitness of data needed to support the Council’s operations as well as the operations of its partner local and regional government which also serve this metropolitan area. All in all, these regional solutions have also greatly improved stakeholder operations. It is also important to note that these advancements have been accomplished in a manner consistent with realizing the vision of the [National Spatial Data Infrastructure](#) (NSDI). MetroGIS recognizes that to fully achieve its objectives, its solutions must be compatible with fabric of related solutions for the state of Minnesota and the nation.

relationship to secure the needed data has also exposed limitations with conventional procurement processes.

The reason for this RFP is to explore whether a better business model exists that both protects the taxpayer's investment but also provides opportunity for multiple interests (government and non-government) to participate and add value. For instance, is there interest in exploring a model in which multiple cross-sector organizations would work in concert to support transaction-based updates to street centerline data as they interact with these data as part of their ongoing business practices (e.g., as cities and counties approve the construction of streets and assign addresses)? This idea builds upon an application under development by MetroGIS for its proposed Regional Address Point Dataset. Is it possible to devise a similar model for street centerline data through which multiple cross-sector interests could add value through expanded attributes and / or features according to agreed upon standards; the combination managed collaboratively?

Such research, could play a critical role in defining the requirements for the type of cross-sector, virtual enterprises (collaboration model) required to achieve the vision of the NSDI. Investigation of the technical; legal, and organizational implications through such a testbed would not only be valuable to the MetroGIS community but would also have business models implications for a host of operational questions that underpin realizing the vision of the National Spatial Data Infrastructure.

Among the outcomes desired from this testbed would be the defining of pros and cons (practicality) of a private-sector entity(ies) working in concert with a host of government entities to achieve a public good – regional street centerline data that that works in concert with a street centerline solutions for the counties that adjoin the metropolitan area, potentially part of a statewide solution. MetroGIS would continue to oversee the custodial relationships for the metropolitan area component of the endorsed regional solution. The producers would have the right to market components of the data and related products that are not available in the "public domain" in return for serving as the custodian.

Bid Options:

Base Professional Services Agreement – Pursue a conventional contractor relationship for 3-5 years and payment for a deliverable subject to compliance with specified expectations:

- Compliance with the specifications set forth in Attachment B.
- Components of the dataset must be sharable with the U.S. Census Bureau on a schedule that guarantees that local data can be used by the Census Bureau to align census geography with locally-produced street and parcel data.
- The data must readily work with like-data for the jurisdictions that adjoin the metropolitan area
- The access rules must provide for continuation of the “view-only” access policy (non-licensed users viewing the data via approved web applications) implemented by MetroGIS in 2008.
- Provisions that protect the public sector's investments in applications/services/derivative products that are dependent upon the data supplied by the non-government interest.

Extended Agreement: Base professional services agreement plus agreement to participate in a testbed designed to evaluate the desirability and cost-effectiveness of pursuing a collaborative approach to managing street centerline data with an experienced regional or national street centerline data firm. This firm would serve in a custodian role, whereby locally-produced data, where superior and consistent with locally-defined business information needs, are integrated into the street centerline database on a continual basis. In short, the objective would be to define the value of the various component roles and responsibilities needed to achieve and sustain a collaborative approach. Assume one to two years of operation under the base agreement during which time the specifics for the testbed would be worked out.

B. Specifications

Next-Generation
Regional Street Centerline Dataset
Greater Minneapolis-St. Paul Metropolitan Area

1) **Term of Agreement:**

Beginning January 1, 2011 – 5 years. For instance, a three year base contract with two, 1-year extension options.

2) **Price Format:**

The proposal must provide pricing according to the following format:

	<u>Quarterly</u>	<u>Monthly</u>	<u>Weekly</u>
2011			
2012			
2013			
2014			
2015			
Total			

3) **Specifications and Responsibilities:**

The specifications and responsibilities (Exhibit 1) that are in place for the Council's current Regional Street Centerline Dataset solution must continue to be met in responses to this RFP, unless otherwise specified. The Proposer is encouraged to identify any specification(s) that presents a compliance concern and offer an option(s) for addressing the concern(s). The proposed base solution must be proven and fully operational on January 1, 2011.

EXHIBIT 1

SPECIFICATIONS

Definitions:

- 1) “*Adjoining Counties*” means the geographic extent defined by counties of Chisago, Goodhue, Isanti, Le Sueur, McLeod, Rice, Sherburne, and Wright in the state of Minnesota and Pierce, Polk, and St. Croix in the state of Wisconsin.
- 2) “*Licensed User*” means any Academic or Government Interest that has properly executed a license that has been approved by the owner of the Street Centerline Dataset and the Metropolitan Council.
- 3) “*Metadata*” means a document containing information that describes the Street Center Line Dataset and which contains the content defined by the Minnesota Geographic Metadata Guidelines <http://www.gis.state.mn.us/stds/metadata.htm>.
- 4) “*Metropolitan Area*” means the geographic extent defined by counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington in the state of Minnesota.
- 5) “*Regional Custodian*” means supporting the regional roles and responsibilities defined for a specified regional dataset. The Metropolitan Council has served as the regional custodian for the MetroGIS Street Centerline Data Solution since 1997. In this capacity, the Council has entered into a series of agreements to procure street centerline data that complies with standards and preferences of the MetroGIS community of users. Regional solutions to shared geospatial information needs involve reaching consensus on data content standards, organizational roles and responsibilities to manage each solution, and acceptance by a willing organization(s), which has a related internal business need and sufficient resources, to serve as the regional custodian.
- 6) “*Street Centerline Dataset*” means street centerline and desired related data provided by the SUCCESSFUL PROPOSER.
- 7) “*SUCCESSFUL PROPOSER*” means the entity whose proposal is selected by the Council as the best suited to fulfill the specifications and responsibilities stipulated in this Exhibit 1.

A. Required Geographic Extent

The minimum Required Geographic Extent for which street centerline data must be provided consistent with the requirements set forth herein is the seven-county, Minneapolis-St. Paul metropolitan area (“Metropolitan Area”). Provision of street centerline data for the geographic area comprised by the eleven counties that adjoin the Metropolitan Area (“Adjoining Counties”) is also highly desired.

B. Metadata

Metadata for the street centerline data must be provided to the Council in electronic format by the SUCCESSFUL PROPOSER and SUCCESSFUL PROPOSER must provide updated metadata information annually. The Council may complete a metadata record and may make the metadata record available to the general public.

C. Update and Status Database

SUCCESSFUL PROPOSER must supply to the Council a dataset which describes the status of updates to the Street Centerline Dataset, as further described in Section L of this Exhibit 1. The update status database, which will be made available to the Council as part of the ongoing database update process, must be supplied to the Council on a quarterly basis and may be made available to the Council and other Licensed Users through the Internet or other similar electronic telecommunications media. The specific methodology for the quarterly or more frequent database status updates may be modified by mutual agreement of SUCCESSFUL PROPOSER and the Council. The update status database will serve as a reference for the Council and other Licensed Users and as notification from SUCCESSFUL PROPOSER that SUCCESSFUL PROPOSER has completed additions and changes to the Street Centerline Dataset. The Council may make the update status database available to other Licensed Users. The Council may make the update status database available through the Internet or other similar electronic telecommunications media. The Council will take appropriate security measures to prevent unauthorized access to the update status database, including providing physical security for copies of the update status database and taking those precautions the Council uses to protect its own confidential, private, nonpublic or protected nonpublic data.

D. Data File Format

All data and updates must be delivered to the Council in a supported ESRI data format, preferably shape file or geodatabase or some other format established by mutual agreement of the parties. The Council is interested in exploring geodatabase replication.

E. Coordinate System

The Street Centerline Dataset must be provided in Universal Transverse Mercator (UTM) Zone 15 coordinate system, meters units, NAD83 datum.

F. Positional Accuracy and Completeness of Centerlines

Upon notice from the Council or any other Licensed User that SUCCESSFUL PROPOSER's street centerlines do not meet positional accuracy or completeness standards as defined herein, SUCCESSFUL PROPOSER must use the appropriate reference source to adjust the centerlines as necessary to ensure positional accuracy and completeness of centerlines. SUCCESSFUL PROPOSER must use the best available sources to make the necessary changes to the Street Centerline Dataset. The priority order in which reference sources must be used is: (1) county digital rights-of-way (for single lane, non-divided roads); (2) Rectified Digital Orthophoto Quads or (3) other reference sources mutually agreed upon by the Council and SUCCESSFUL PROPOSER. When county digital rights-of-way are used as the source, SUCCESSFUL PROPOSER must adjust or add street centerlines to the approximate center of the digital rights-of-way. At least ninety-five (95) percent of all single lane, non-divided roads which have been fully built for at least one year must be located at the approximate center of the digital right-of-way. For areas where county digital right-of-way information is not made available to SUCCESSFUL PROPOSER and for multi lane and divided roads, SUCCESSFUL PROPOSER must adjust the Street Centerline Dataset to represent the approximate center of pavement, as determined via current, publically available imagery (e.g., [Minnesota Geospatial Image Server](#)),

for at least ninety-five (95) percent of all roads which have been open to traffic for at least one year.

SUCCESSFUL PROPOSER must use its own established and proven updating methods to update the Street Centerline Dataset on a continuous basis. All interstate, federal and state trunk divided highways must be represented by separate centerlines for each direction. Additions and changes to Street Centerline Dataset for public and private roads within the Required Geographic Extent (See Item A, above) may be submitted to SUCCESSFUL PROPOSER by the Council and any other Licensed User. SUCCESSFUL PROPOSER must incorporate these additions and changes into the Street Centerline Dataset subject to SUCCESSFUL PROPOSER's verification of the accuracy of the additions and changes. SUCCESSFUL PROPOSER may add data to the Street Centerline Dataset. Street centerline data for the Required Geographic Extent must meet accuracy and completeness standards within ninety (90) calendar days after SUCCESSFUL PROPOSER receives notice from the Council or any other Licensed User that a component(s) of the Street Centerline Dataset does not meet positional accuracy or completeness standards.

G. Completeness and Correctness Standard of Attribute Information

Attribute information included in the Street Centerline Dataset must be at least ninety-seven (97) percent complete and correct for all existing lines. The Street Centerline Dataset must be in a form which allows its use for vehicular routing procedures in a Geographic Information System ("GIS"), provided the street centerline data need not contain other or additional attributes than those specified in Section H of this Exhibit 1.

The accuracy of address and street name information must be determined by comparing the address and street name information with appropriate municipal records, county records, Census data and field observations as appropriate unless additional reliable reference sources are available which show discrepancies. In such a case, a determination by SUCCESSFUL PROPOSER, with approval by the Council, must be made as to which reference source to use. Accuracy and completeness percentages must be based on: an area comprising an entire municipality or a zip code of at least two (2) square miles; or any area two (2) square miles or larger. Accuracy and completeness of attributes must be calculated using lists of correctly spelled addresses which exclude post office boxes and rural route addresses. A full address match must be used.

Theoretical address ranges are not considered inaccuracies in the dataset. However, if SUCCESSFUL PROPOSER is notified or otherwise becomes aware that a theoretical range is causing a significant conflict for a given specification, SUCCESSFUL PROPOSER must adjust the attributes for the line segment to the known actual range. Theoretical address range means all potential address numbers that are assignable to a line segment expressed as a minimum and maximum value.

Under some circumstances, the Council or another Licensed User may require a theoretical address range to be encoded on a segment having no actual address properties. In such cases, SUCCESSFUL PROPOSER must make appropriate additions to the address range fields as provided in Section J of this Exhibit 1.

H. Attributes

SUCCESSFUL PROPOSER must provide the Street Centerline Dataset with completed line segments. City abbreviations and method to populate the field must be approved by the Council as workable with current systems. A line segment is completed when it includes at least the following:

- (1) Complete Street Name, which includes (where applicable) pre modifier, pre directional, pre type, street name, and post type, post directional and post modifier;
- (2) Two Alternate Street Name Fields;
- (3) INCITS 31:200x (Formerly FIPS 6-4) County Codes for the Left and Right Segment Sides;
- (4) GNIS civil City/Township Codes for the Left and Right Segment Sides;
- (5) Five-Digit Zip Code Fields for the Left and Right Segment Sides;
- (6) Alpha City/Township Name for the Left and Right Segment Sides;
- (7) Street Pre Modifier, Street Pre Directional and Street Pre Type
- (8) Street Name;
- (9) Street Post Type; Street Post Directional and Street Post Modifier
- (10) Unique Identification Number.
- (11) Road Character (*most noticeable observable characteristic of a road from the point of view of a person on the ground*)

In addition to the attributes listed in items (1) through (11) above, SUCCESSFUL PROPOSER must provide four (4) address range fields for street centerline segments populated with actual address numbers. If no assigned address numbers exist for a road segment, SUCCESSFUL PROPOSER may encode the segment with theoretical or assumed address ranges. The four address range fields are:

- (1) Left from Address;
- (2) Right from Address;
- (3) Left to Address; and
- (4) Right to Address.

The following attributes to the Street Centerline Dataset are desirable:

- (1) Feature Class Generalizations as Defined by the U.S. Census Bureau;
- (2) Generalized Speed Limits based on Feature Class Codes or posted speed limits as available; and
- (3) One-Way Status using a Three (3) Class System.

I. Desired Related Landmark Data

The following Related Landmark Data are highly desired as a deliverable integrated with the Street Centerline Dataset for the Metropolitan Area:

- Point data: locations of city halls, hospitals, police and fire stations, schools, shopping centers
- Polygon and line data: locations of cemeteries, lakes, parks, rivers and streams, and railroads
- Other landmarks

All landmarks must have a persistent, unique ID populated as a data element.

J. Additions and Changes

SUCCESSFUL PROPOSER will be responsible for maintaining, changing and adding street centerline data and attributes, consistent with specifications described in this Exhibit 1, for the geographic extent of the Metropolitan Area. The SUCCESSFUL PROPOSER will also be responsible for maintaining, changing, and adding to any Desired Related Landmark Data provided in accordance with Section I.

Data additions and changes identified by the Council and other Licensed Users may be submitted to SUCCESSFUL PROPOSER for incorporation into the Street Centerline Dataset. SUCCESSFUL PROPOSER will be expected to edit the Street Centerline Dataset to reflect the additions and changes provided by the Council or other Licensed Users when the new data have been shown to be more accurate or complete than the SUCCESSFUL PROPOSER's data. SUCCESSFUL PROPOSER must complete small (less than 100) addition and change submissions within 5 business days of receipt or before the next scheduled release whichever is later. SUCCESSFUL PROPOSER must complete large (100 or more) addition and change submissions within 30 business days of receipt or before the next scheduled release whichever is later. Change and addition submissions are considered completed when submissions have been reviewed for accuracy and when determined to be accurate by the SUCCESSFUL PROPOSER, have been incorporated into the street centerline dataset for the next scheduled release.

Provision of quarterly updates of the Street Centerline Dataset to the Council is the minimum required of the SUCCESSFUL PROPOSER. An option to move to monthly or weekly updates should be included in the proposal.

SUCCESSFUL PROPOSER is expected to participate in MetroGIS-hosted events/surveys designed to identify desired improvements to the Street Centerline Dataset by primary stakeholder communities (cities, school districts, watershed districts, counties, other regional interests) and accomplish those improvements which are mutually agreed to be within the scope of the annual maintenance fee. Desired enhancements beyond the scope of the agreement would be addressed via a separate agreement.

K. Contact Person

SUCCESSFUL PROPOSER must designate a specific contact person who shall be responsible for responding to inquiries from the Council or other Licensed Users about changes, additions,

corrections and comments regarding the Street Centerline Dataset and any associated Desired Related Landmark Data.

L. Unique Identification Numbers

SUCCESSFUL PROPOSER must assign a persistent unique identification number to each line segment in the Street Centerline Dataset. Identification numbers cannot be reused. Lines which have not been topologically changed must retain the same identification numbers in the Street Centerline Dataset. All lines added to the data must be assigned a unique identification number at the time of their addition. That identification number, a description of the addition, a change type code and a date of the addition must be recorded in the update status database described in Section C of this Exhibit 1. When lines are removed from the Street Centerline Dataset, the retired ID number, the date of removal and a descriptor indicating the line has been removed must be recorded in the update status database. Lines which are topologically changed must be assigned new identification numbers. That new identification number, the old identification number, a description of the change, a change type code and a date of the change must be recorded by SUCCESSFUL PROPOSER in the update status database. A change in alignment which does not change topology (moving vertices) or a change in an attribute does not require a new identification number but does require an entry in the update status database. SUCCESSFUL PROPOSER must provide comments to explain complex changes to records in the Street Centerline Dataset. Any updates to the Street Centerline Dataset requested by the Council that contain a reference code must be recorded for all changes associated with that request. Comments and reference code information must be recorded either directly in the update status database or in a separate file that can be joined to the update status data base.

M. Access to SUCCESSFUL PROPOSER's Data by the Council and Others

On a quarterly basis, SUCCESSFUL PROPOSER must deliver to the Council an updated version of the Street Centerline Dataset and Desired Related Landmarks Data. The SUCCESSFUL PROPOSER shall make these updated data available to the Council through an FTP site or by an alternative means as mutually agreed to by the Council and SUCCESSFUL PROPOSER.

Access by Others to Street Centerline and Desired Related Datasets:

- a) Serving in its capacity of Regional Custodian for the regional street centerline data solution, the Council will make updated the Street Centerline Dataset and Desired Related Landmark Data available to other Licensed Users through an FTP site, web services or other methods the Council deems appropriate and secure.
- b) The street centerline geography and associated street names components of the Street Centerline Dataset must be sharable with the U.S. Census Bureau at no additional cost to the Council or the Bureau to ensure that census geography developed by the Census Bureau is interoperable with street centerline, parcel, and jurisdictional boundary data that comply with [specifications](#) endorsed by MetroGIS.
- c) SUCCESSFUL PROPOSER must permit licensed users to incorporate the subject Regional Street Centerline Dataset into Internet-based applications that are public facing,

provided the street centerline data are secure from downloading in a format readily useable with Geospatial Information Technology, that is, the data are “view only”.

- d) In times of declared emergencies and for National Special Security Events (SUCCESSFUL PROPOSER must waive their fee for non-government 1st responders, otherwise such interests are not eligible for access without fee. A “declared emergency” is a moment of crisis and/or a potential life threatening situation defined as such by an authorized state and/or municipal official. Upon establishment of a “declared emergency”, authorities responsible for responding be expected to have immediate access to the Street Centerline Dataset at no charge. This access will be provided through the Council’s password protected portal with a time limitation mutually agreeable to all parties. Implementation of a means for unlicensed entities, with a need to know, to temporarily and easily access the data described herein in the time of emergencies, without need for formal licensure, is highly desirable.

N. File Transfer and Storage Methods by Licensed Users

Expectations for this topic area will be negotiated with SUCCESSFUL PROPOSER. Proposals should include desired specifications.

O. Protect Public Investment

To protect the public investment in applications that are dependent upon the subject data, a mutually agreeable data escrow arrangement shall be established. This arrangement shall provide for the Council having the right to use, maintain, and share the most recent version of the Street Centerline Dataset and Desired Related Landmark Data, as well as all previously delivered versions of the Street Centerline Dataset if the relationship between the SUCCESSFUL PROPOSER and the Council described in this agreement were to dissolve.

In the event SUCCESSFUL PROPOSER becomes insolvent /files for bankruptcy, during the time of bankruptcy the Council shall have the right to use, distribute, and or modify the existing data until such time as the disposition of the assets of SUCCESSFUL PROPOSER are determined or reassigned. All licensed interests shall have the same rights with the exception of authority to distribute the dataset.

Attachment to the Proposal Instructions:
2. Protests for Procurements \$25,000 and Over

(see Proposal Instructions, section 13, for further information)

Issued By:	Contracts & Materials	Document No:	30.06.02
Approved By:	Regional Administrator	Total Pages:	4
Effective Date:	09/01/97	Revision No:	1

Policy

The Metropolitan Council strives to ensure fairness to every offeror for all goods and services procured through the established competitive processes. The Council acknowledges its responsibility to promptly and fairly investigate procurement protests that conform to the requirements of this procedure. The Council also acknowledges the interest of the public in resolving unjustified claims without unduly delaying needed procurements. To balance the interests of offerors and the public, these procedures require that offerors file protests in a timely manner, carefully document their allegations, and conform their protests to all requirements contained herein.

Offerors are encouraged to resolve questions or disputes informally before pursuing a written protest. If offerors believe they will be filing a protest, they are encouraged to advise the Council verbally as soon as possible in order to maximize the offeror's options.

Written protests will be reviewed by designated staff, and a written protest decision will be issued. Protesters may request a single reconsideration of the protest decision. The decision of the designated protest authority is final. The Council will not consider nor respond to oral protests.

Purpose

This procedure provides a process for a full and fair consideration of all claims that raise legitimate questions about the procurement process without allowing proposers to exploit protest procedures to obtain a competitive advantage or obstruct needed procurements. The requirements of this procedure serve important public purposes and offerors are cautioned that noncompliance will result in waiver of protest rights. Offerors must review the Council procurement protest procedure carefully before filing a protest. At the time of filing a protest, the offeror agrees to be bound by this procedure.

Applicability

This policy is applicable to all protests arising from Council procurements \$25,000 and over. Note that violations of federal law or regulation will be handled by the complaint process as stated within that law or regulation.

If this procurement is funded in whole or in part by the Federal Transit Administration (FTA), offerors are hereby notified that a protester must exhaust all administrative remedies with the Council before pursuing a protest with FTA. Reviews of protests by FTA will be limited to:

1. the Council's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
2. violations of Federal law or regulation; or
3. violations of State or Local Law or Regulation.

An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the COUNCIL or other basis of appeal to FTA.

Definitions

For the purposes of this document:

- a) A *protest* is an offeror's remedy for correcting a perceived wrong in the procurement process.
- b) *Working days* are office business days for Metropolitan Council Regional Administration staff.
- c) A *solicitation phase protest* is received prior to the proposal opening or the proposal due date.
- d) An *award phase protest* is a protest received after the bid opening or proposal due date.
- e) The *protest authority* is the employee assigned to review the individual protest decision. Please refer to the table on page 4.
- f) The *offeror* is the bidder or proposer responding to a solicitation request.

Procedure

Protests must be filed and processed according to the methods and timetables outlined below.

Responsible Party

Required Actions

Protester

1. Files written protest with the Metropolitan Council contact person designated in the solicitation document.

- a) Offerors are cautioned that the Council may choose to continue with the given procurement, based on business needs.
- b) Protests may be filed on the following bases:
- Offerors or parties who may have an interest in the potential outcome of a protest or a procurement decision may file a solicitation phase protest if a bid or proposal specification or condition is incorrect or inappropriate; or
- Offerors may file an award phase protest if the purchase was awarded inappropriately or unfairly.
- A reconsideration of a protest decision may be requested after a decision has been rendered only if data becomes available that was not previously known or if there has been an error of law or regulation.
- All protests must be in writing. The Council will not respond to verbal protests.
- c) The protest must specify the following:
- The protester's name, the protester's company name, address, and phone and fax numbers.
- The project name and number and the contract number or other solicitation identifier.
- A complete and accurate identification of the grounds for protest, including references to any and all laws, regulations, or other legal authority that the protester claims were violated.
- A presentation of any and all evidence known to support any allegations of protest including but not limited to the names of the persons involved, a description of relevant occurrences, the documents upon which the protester relied, the particular language in the solicitation documents which is alleged to be defective or illegal, and a description of the Proposer's material, component, or product which is adversely affected by allegedly defective or illegal language.
- Complete identification of the relief the protester is seeking.
- d) Protest Filing Deadlines
- Solicitation phase protests must be filed no later than three (3) working days prior to the scheduled bid opening or the proposal due date.
- Award phase protests must be filed within five (5) working days of Council action, for those items which by policy require Council action, **or** within five (5) days of the award for those items not requiring Council action.
- Requests for reconsideration must be filed within five days of the protest decision.

Failure to file a protest within the time period indicated shall result in waiver of the protest.

Designated Contact
Person

2. Reviews the protest and:
 - a) Reports the protest filing to the General Manager or Division Director and the Office of General Counsel, and
 - b) If the protest is a Solicitation Phase Protest, determines if the scheduled bid opening date/proposal due date should be extended to allow for resolution of the protest and, if so, issues an addendum to all offerors.
 - c) Notifies funding authorities (such as the FTA) upon protest filing and as required by rule or regulation. Notification to FTA will include a brief description of the protest, the basis of disagreement, the status of the protest, and whether an appeal has been taken or is likely to be taken.
 - d) Decide if the protest has an impact on other offerors. If the protest does have an impact on other offerors, notify them.

Protest Authority

3. Render a written decision that addresses, in detail, each substantive issue raised in the protest. The decision must be issued and appropriate action must be taken as quickly as possible but no later than ten (10) working days after the filing of the protest.

Department	Protest Authority
Environmental Services	General Manager of Wastewater Services or ES Division Director
Metro Mobility	Director of Transportation Planning
Metro Transit	General Manager
Community Development	Division Director
All other	Associate Regional Administrator

Protester

4. If the protester feels the protest decision is not valid, based on new information not previously known or an error of law or regulation, s/he may seek reconsideration within 5 working days through a written request filed with the protest authority.

Protest Authority

5. Reconsideration of a protest decision:
 - a) Determine if the grounds for reconsideration are valid.
 - b) If the grounds are deemed valid, render a decision.
 - c) If the grounds are deemed invalid, reject the reconsideration request.

Protest Authority or Designee

6. Convey the final decision to protester and to other agencies, as required.

Records Retention

All protest-related documents must be retained for ten (10) years.

Questions

Questions regarding this policy may be directed to the Purchasing Manager/Contracts and Documents Unit Manager.

Deviations

In appropriate circumstances, the protest authority may extend the stated deadlines. No other deviations are allowed.

**Attachment to the Proposal Instructions:
3. Sample Professional/Technical Services Contract**

(See Proposal Instructions, section 15, for further information)

Contract # 10P081 Project Name: Next-Generation Regional Street Centerline Solution

Contract No.: 10P081

**METROPOLITAN COUNCIL
390 NORTH ROBERT STREET
SAINT PAUL, MINNESOTA 55101**

THIS CONTRACT is entered into between the **METROPOLITAN COUNCIL**, a Minnesota political subdivision (“the COUNCIL”), and _____, a business authorized to do business in Minnesota, with its regular place of business at _____ (“the CONTRACTOR”).

WHEREAS, the COUNCIL requires the services described in Exhibit A to this contract; and

WHEREAS, the COUNCIL has issued a Request for Proposals, dated 7-2-2010 for the services, and

WHEREAS, the CONTRACTOR submitted a proposal dated _____ to perform such services; and

WHEREAS, the COUNCIL has reviewed the CONTRACTOR’s proposal and, in reliance on the representations made, has awarded the contract to the CONTRACTOR.

NOW, THEREFORE, in consideration of the mutual promises contained in this contract, the parties agree as follows:

I. SCOPE OF WORK

1.01 Scope of Services. This Contract is to provide professional/technical services for:
_____.

The COUNCIL agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to perform in a satisfactory, timely, and proper manner, as determined by the COUNCIL, the services specified in Exhibit A, which is attached to and made a part of this Contract. If there is a contradiction between the terms of this Contract and Exhibit A, the terms of this Contract shall prevail. In the performance of its obligations pursuant to this Contract, the CONTRACTOR agrees to comply with

all applicable provisions of federal, state, and local laws, regulations and directives, and agrees that the most recent of such provisions will govern this Contract at any particular time.

For the purposes of this Contract:

"Work" shall mean all authorized services to be provided by the CONTRACTOR under this Contract;

"Deliverables" shall mean the studies, reports, sketches, drawings, maps, models, photographs, audio/video tapes, computer programs/models, electronic media, specifications, cost estimates, field data, test data, and other tangible documents identified in the attached exhibits to be provided by the CONTRACTOR under this Contract, and as identified in a written notice relating to the Work.

II. COMPENSATION BASIS; MAXIMUM TOTAL COMPENSATION

2.01 Compensation Basis. For the services to be performed under Article I, the COUNCIL will pay CONTRACTOR on the basis of the fee schedule attached as Exhibit B ("Contractor Fee Schedule").

2.02 Maximum Total Compensation. The maximum total compensation payable to the CONTRACTOR by the COUNCIL for all services performed under this Contract, including any expenses incurred, shall not exceed the amount of \$_____.

III. METHOD OF PAYMENT

The CONTRACTOR shall submit to the COUNCIL a reasonably detailed statement of services rendered under this Contract on or before the 20th day of each month following the month in which the services are rendered. Each statement will set forth the following information:

- a. The Contract number.
- b. A list of each item of service on the Fee Schedule which was performed, the date or dates the item of service was performed, and the cost for each item of service in accordance with the Fee Schedule.
- c. The total sum chargeable for the month against the Contract.

On verification and acceptance by the COUNCIL's Contract Manager of each invoice and status report, the COUNCIL will pay the CONTRACTOR the invoiced amount.

Upon completion of the Contract work, the CONTRACTOR will submit to the COUNCIL a final status report, a final invoice, and a request for payment of the sums then owing. The final invoice must include the following certification, signed by an authorized representative of the CONTRACTOR:

The undersigned represents that payment of this request for payment constitutes completion of the services agreed upon and acknowledges that the undersigned shall reimburse the COUNCIL for any payments due the COUNCIL as a result of an audit and any amount due the COUNCIL resulting from Contract adjustments.

The COUNCIL will pay this final invoice upon the COUNCIL's approval and acknowledgment of satisfactory completion of Contract work.

CONTRACTOR will not receive payment for work found by the COUNCIL to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

IV. PROJECT MANAGER

The COUNCIL's Project Manager for the purposes of administration of this Contract is _____, or such other person as may be designated in writing by the COUNCIL. However, nothing in this Contract will be deemed to authorize the Project Manager to execute amendments to this Contract on behalf of the COUNCIL.

V. [RESERVED.]

VI. [RESERVED.]

VII. TIME OF PERFORMANCE; TERMINATION OF CONTRACT

7.01 Time of Performance. The term of this Contract shall commence on the date this Contract is executed and shall terminate on _____, unless otherwise terminated as provided in this Contract.

7.02 Commencement of Services. The Services under this Contract are to commence when authorized in writing by the COUNCIL and are to be completed in accordance with the schedule specified in Exhibit A, or as approved in writing by the COUNCIL. CONTRACTOR shall not commence any work under this Contract until receiving the written authorization.

7.03 Termination of Contract. The COUNCIL shall have the right to terminate this Contract at any time and for any reason by submitting written notice of termination to the CONTRACTOR at least thirty calendar days prior to the specified effective date of termination. In such event, all finished and unfinished Deliverables prepared by the CONTRACTOR and its subcontractors under this Contract shall become the property of the COUNCIL, and the CONTRACTOR shall be entitled to compensation for all authorized services satisfactorily completed under this Contract prior to the date of termination, in accordance with the compensation terms specified in Article II. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNCIL for damages sustained by the COUNCIL by virtue of any breach of this Contract by the CONTRACTOR. The COUNCIL may withhold any

payment to the CONTRACTOR until such time as the exact amount of damages due the COUNCIL from CONTRACTOR is determined.

VIII. ACCOUNTING; RECORD-KEEPING; AUDIT REQUIREMENTS

8.01 Record-Keeping. The CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this contract in accordance with generally accepted accounting principles and practices, including payrolls, time records, invoices, receipts, and vouchers. The CONTRACTOR shall also maintain the financial information and data used in preparation or support of the cost submission for any negotiated contract amendment or change order and provide printed or copied documentation to the COUNCIL as requested. These books, records, documents, and data shall be retained for at least six (6) years after the term of the contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the CONTRACTOR agrees to maintain them until the COUNCIL and any of its duly authorized representatives have disposed of the litigation or claims.

8.02 Audits. As required by Minnesota Statutes, section 16C.05, subdivision 5, the records, books, documents, and accounting procedures and practices of the CONTRACTOR and of any subcontractor relating to work performed pursuant to this contract shall be subject to audit and examination by the COUNCIL and the Legislative Auditor or State Auditor. The CONTRACTOR and any subcontractor shall permit the COUNCIL or its designee to inspect, copy, and audit its accounts, records, and business documents at any time during regular business hours, as they may relate to the performance under this contract. Audits conducted by the COUNCIL under this provision shall be in accordance with generally accepted auditing standards. Financial adjustments resulting from any audit by the COUNCIL shall be paid in full within thirty (30) days of the CONTRACTOR's receipt of audit.

IX. INDEMNIFICATION; INSURANCE REQUIREMENTS

9.01 Indemnification. The CONTRACTOR agrees that it will save and protect, hold harmless, indemnify, and defend the COUNCIL and its members, agents, and employees against any and all claims, expenses (including attorneys' fees), losses, damages, or lawsuits for damage or injury arising out of or resulting from the CONTRACTOR's performance of the contract, including acts or omissions of its employees, subcontractors, representatives, or agents.

9.02 Insurance Requirements. The CONTRACTOR shall procure and maintain for the term of the contract insurance against injuries to persons or damage to property, which may in any manner arise out of or result from acts or omissions in performing work under this agreement, by the CONTRACTOR or its employees, subcontractors, suppliers, representatives or agents. Any deductibles or self-insured retentions are the sole responsibility of CONTRACTOR. They must be declared to and approved by the COUNCIL.

9.03 Minimum Scope of Insurance.

1. Commercial General Liability occurrence form coverage including liability arising from premises, operations, independent contractors, products-completed operations (if applicable), personal injury and advertising injury, and contractual liability assumed under this contract;
2. Business automobile coverage for liability arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased;
3. Statutory Workers' Compensation and Employers' Liability coverage, including, other states coverage and, if applicable, Maritime and/or United States Longshoremen and Harbor Workers Act Coverage. If CONTRACTOR is a sole proprietor the following shall be provided:
 - a. Documentation that CONTRACTOR has voluntarily chosen not to purchase workers' compensation coverage; and/or
 - b. Evidence of a personal health and disability insurance coverage;
4. Errors and Omissions insurance appropriate to the CONTRACTOR's profession. Specify if this is a Claims Made or Occurrence form, and if Claims Made, include the retroactive date.

9.04 Limits of Insurance: The CONTRACTOR shall maintain the following limits.

1. Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 products/completed operations aggregate. The general aggregate limit shall apply separately to this contract.
2. Automobile Liability with a limit not less than \$1,000,000 Combined Single Limit.
3. Workers' Compensation to be statutory. Employer's Liability with a limit not less than \$500,000 each person per accident, \$500,000 each employee by disease, and \$500,000 all employees by disease.
4. Umbrella Liability excess of the above with a limit of \$5,000,000.
5. Errors and Omissions insurance appropriate to the CONTRACTOR's profession with a limit not less than \$1,000,000 per claim/occurrence, \$3,000,000 annual aggregate.

9.05 Other Insurance Provisions. The general liability and automobile insurance shall contain the following provisions:

1. The COUNCIL, its members, agents, and employees added as additional insureds under the CGL coverage and under the commercial umbrella, if any. The CONTRACTOR's insurance coverage shall not contain any special limitations on the scope of protection afforded to the COUNCIL, its members, agents and employees.
2. The CONTRACTOR's insurance coverage shall be primary and non-contributory as respects the COUNCIL, its members, agents and employees.
3. The CONTRACTOR shall be responsible for obtaining separate certificates and endorsements for each subcontractor. Coverage for subcontractors shall be subject to

all of the requirements stated in this article, except that the CONTRACTOR may determine the appropriate minimum limits for subcontractor's coverage.

4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed, except after thirty days' prior written notice, has been given to the COUNCIL at the following address:

**Metropolitan Council
Attn: Risk Management
390 North Robert Street
Saint Paul, MN 55101**

In addition to notifying its insurer(s) in accordance with the policy, CONTRACTOR shall provide prompt written notice (to the address above) as soon as reasonably possible of any accident or loss relating to work performed on behalf of the COUNCIL.

5. Each policy shall be endorsed to state that the insurer agrees to waive all rights of subrogation against the COUNCIL, its members, agents and employees, for losses arising out of the performance of this contract.
6. Insurance is to be placed with insurers with Best's rating of no less than A:VII.

9.06 Verification of Coverage. The CONTRACTOR shall furnish the COUNCIL with certificates of insurance and with copies of endorsements evidencing coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the COUNCIL before work commences. The COUNCIL reserves the right to require complete, certified copies of all required insurance policies at any time.

9.07 CONTRACTOR's Responsibility for Insurance. The COUNCIL does not represent in any way that the insurance specified in this contract, whether in scope of coverage or limits, is adequate or sufficient to protect the CONTRACTOR's business or interests. It is the sole responsibility of the CONTRACTOR to determine the need for and to procure additional coverage that may be needed in connection with this contract. Furthermore, the procuring of such required policy or policies of insurance shall not be construed to limit the CONTRACTOR's liability under this contract nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding any policy or policies of insurance, the CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss arising out of or resulting from acts or omissions in performing work under this agreement.

9.08 Non-Waiver of Municipal Immunity and Limits. Nothing in this contract shall be construed to waive the municipal immunities or liability limits provided in the Minnesota Municipal Tort Claims Act or other applicable state or federal law.

X. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

10.01 Prohibition on Discriminatory Practices. The CONTRACTOR will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age.

10.02 Affirmative Action. The provisions of this Section 10.02 apply only if the amount of this Contract (including the value of any amendments thereto) exceeds \$100,000.

A. General Requirements. The requirements of Minnesota Statutes, section 473.144, and Minnesota Rules, parts 5000.3400 to 5000.3600, regarding affirmative action plans, are incorporated in this contract by reference.

B. Disabled Individuals Affirmative Action.

1. The CONTRACTOR must not discriminate against any employee or applicant for employment because of a physical, sensory, or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical, sensory, or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
3. In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the CONTRACTOR's obligation under law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
5. The CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically, sensory, and mentally disabled persons.

10.03 Freedom from Sexual Harassment. The COUNCIL has a policy which establishes a work environment for COUNCIL employees free of sexual harassment of any form, whether mental or physical. The CONTRACTOR shall require its employees, subcontractors, and all other persons providing materials and services for the Work, to conform to this policy as their actions may relate to COUNCIL employees.

10.04 Drug Free/Graffiti Free Environment. The CONTRACTOR shall not permit the possession or use of intoxicating liquors or illegal drugs by the CONTRACTOR, its subcontractors, or their agents or employees upon any COUNCIL facility or property.

The COUNCIL prohibits the display of all graffiti of any kind, plus pictures and other materials of any kind, containing racial or ethnic slurs, sexually explicit material, or general foul language on all COUNCIL property and facilities. The CONTRACTOR shall require its employees, subcontractors, and all other persons providing materials and services for the Work, to conform with this prohibition of display of graffiti, pictures, and other materials on or within CONTRACTOR 's, subcontractors', and other persons' equipment, facilities, and vehicles which are located upon, brought onto, or used on COUNCIL property and facilities.

XI. AMENDMENTS

The terms of this contract may be changed by mutual agreement of the parties. Such changes shall be effective only on the execution of written amendment(s) signed by the COUNCIL and the CONTRACTOR.

XII. ASSIGNMENT; SUBCONTRACTS

12.01 Assignment. Except as provided in this part, the CONTRACTOR shall perform with its own organization the Work provided for under this Contract and shall not assign, subcontract, sublet, or transfer any of the Work without receiving the express written consent of the COUNCIL.

12.02 Suspended or Debarred Subcontractors. The CONTRACTOR shall not make awards to subcontractors who have been suspended or debarred by the State of Minnesota.

12.03 Names of Subcontractors. The CONTRACTOR shall furnish, in writing, the names of all subcontractors, and their proposed scope of work to be used to complete the Work. The COUNCIL will in writing within two weeks of receipt of subcontractor information, advise the CONTRACTOR of the COUNCIL's acceptance or objection to proposed subcontractor(s). The CONTRACTOR 's submission shall contain the CONTRACTOR 's express representation that none of the listed subcontractors have been suspended or debarred from award of contracts or subcontracts under state or local law. The CONTRACTOR shall not contract with any subcontractor to whom the COUNCIL has made objection.

12.04 Requirements of Subcontractor Contracts. All subcontracts between the CONTRACTOR and its subcontractors shall require each subcontractor to be bound to the CONTRACTOR by the terms of this Contract, and to assume toward the CONTRACTOR all the

obligations and responsibilities which the CONTRACTOR, by this Contract, assumes toward the COUNCIL.

12.05 Subcontract Requirements. All subcontracts shall expressly state that incorporation by reference of specific terms and conditions of this Contract shall not be deemed to create any contractual relationship between the COUNCIL and any subcontractor, and that subcontractors are not third-party beneficiaries of this Contract.

12.06 [Reserved.]

12.07 Prompt Payment of Subcontractors. Consistent with Minnesota Statutes, section 473.142(f), if any part of the Work is subcontracted, the CONTRACTOR shall pay any such subcontractor within ten days of the CONTRACTOR 's receipt of payment from the COUNCIL for undisputed services provided by the subcontractor. The CONTRACTOR shall not, by reason of said payments, be relieved from responsibility for that portion of the Work done by the subcontractor and shall be responsible for the entire Work until the same is finally accepted by the COUNCIL.

The CONTRACTOR shall pay interest at the rate of 1½ percent per month or part thereof to a subcontractor on any undisputed amount not paid in accordance with the preceding paragraph. The minimum monthly interest payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the CONTRACTOR shall pay the actual interest due to the subcontractor.

In accordance with Minnesota Statutes, section 473.142(f), a subcontractor who prevails in a civil action to collect interest penalties from the CONTRACTOR must be awarded its costs and disbursements, including attorney fees, incurred in bringing the action. Execution of this Contract constitutes the CONTRACTOR 's consent to such award in the event a subcontractor prevails in such an action.

XIII. RETENTION AND REUSE OF DOCUMENTS

13.01 Deliverables to be Kept Confidential. All Deliverables along with such working papers, calculations, notes, and other information used to produce the Deliverables shall be kept as confidential and shall not be made available to any individual or organization by the CONTRACTOR, its subcontractors, or their agents or employees without the prior written approval of the COUNCIL.

13.02 Documents Property of COUNCIL. All documents and records coming into the possession of the CONTRACTOR relating to the Work shall be provided to the COUNCIL by the CONTRACTOR. Deliverables shall become the property of the COUNCIL. The CONTRACTOR is not, however, required to provide the COUNCIL with the CONTRACTOR 's correspondence file and original working papers, calculations, and notes developed as a result of the Work. The CONTRACTOR shall make available to the COUNCIL copies of the CONTRACTOR 's correspondence and original working papers, calculations, and notes relating to the Work upon request of the COUNCIL.

13.03 Format of Deliverables. Deliverables shall be prepared in standard English (US) units and language. Upon completion or termination of this Contract, the CONTRACTOR shall provide the COUNCIL with a copy, in electronic form, of all Deliverables, reports, studies, and other documents developed by the CONTRACTOR in connection with the matters which are the subject of this Contract. Such materials shall be provided in an electronic format compatible with of the following, as appropriate:

- Word processing files: Microsoft® Word 97 or 2003
- Spreadsheet files: Microsoft® Excel 97 or 2003
- Database files: Microsoft® Access 97 or 2003
- Drawing files: AutoCAD 2005 or newer
- Other formats: as agreed to in advance by the COUNCIL

13.04 Deliverables Not Subject to Copyright. No Deliverables produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR, its subcontractors, their agents or employees.

XIV. GENERAL PROVISIONS

14.01 Legal Compliance. This contract shall be governed by and construed according to the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. The CONTRACTOR will comply with all of the COUNCIL's resolutions and policies applicable to this contract and with all applicable local, state or federal laws or regulations. The CONTRACTOR agrees that the most recent version of these shall govern at any given time. The CONTRACTOR shall exert its best efforts to give all notices required by law and to avoid violations of the law in connection with services provided under this contract. The CONTRACTOR shall monitor its agents, subcontractors, and employees for the purposes of ensuring compliance with all applicable laws. If any change in circumstances or law will affect the CONTRACTOR's performance under this contract, the CONTRACTOR will notify the COUNCIL's Project Manager of the change in circumstances or law at the CONTRACTOR's earliest opportunity.

14.02 Independent Contractor Status. The CONTRACTOR, in performance of work under this contract, operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the COUNCIL by any reason of this contract, and that it will not by reason of this contract make any claim or demand nor apply for any right or privilege applicable to an officer or employee of the COUNCIL, including, but not limited to, workers' compensation coverage, unemployment or reemployment insurance benefits, Social Security coverage, or retirement membership or credit. The CONTRACTOR assumes sole responsibility for payment of all taxes required by federal and state law, including income, employment, property, or franchise taxes.

The CONTRACTOR shall be responsible for the satisfactory work performance of all its employees or subcontractors in performing the work described in this contract. Any person employed by the CONTRACTOR to perform services under this contract shall not be considered an employee of the

COUNCIL for any purpose. The CONTRACTOR shall be responsible for payment of all employee wages and benefits and the costs of any subcontractor. The CONTRACTOR shall comply with the requirements of employee liability, workers' compensation, unemployment or reemployment insurance, and Social Security, as applicable to its operations. The CONTRACTOR shall have in effect personnel policies that conform to all applicable federal, state and local laws. The CONTRACTOR shall maintain at all times a current list of personnel assigned to perform work with corresponding documentation of any current licenses or certifications each employee must legally have to carry out the employee's assigned duties.

14.03 Conflict of Interest. The CONTRACTOR certifies that to the best of its knowledge, no COUNCIL employee or employee or officer of any agency interested in the contract has any pecuniary interest in the business of the CONTRACTOR or with the contract and that no person associated with the CONTRACTOR has any interest that would conflict in any manner or degree with the performance of the contract. The CONTRACTOR agrees that it is a breach of contracting ethics for the CONTRACTOR or any subcontractor to offer, give, or agree to give any COUNCIL member, employee, or agent any gratuity, gift, favor, entertainment, or offer of employment in connection with any decision or action in regard to this contract.

The CONTRACTOR, by entering into a contract with the COUNCIL further covenants: 1) that no person or selling agency except bona fide employees or designated agents or representatives of the CONTRACTOR has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and 2) that no gratuities were offered or given by the CONTRACTOR or any of its agents, employees or representatives, to any official, member, or employee of the COUNCIL or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this service.

14.04 Dispute Resolution. Claims by the CONTRACTOR disputing the meaning and intent of this contract or arising from performance of this contract shall be referred in writing to the COUNCIL's Project Manager for a written decision. The COUNCIL's Project Manager shall respond to the CONTRACTOR in writing with a decision within ten (10) calendar days following receipt of the CONTRACTOR's claim by the COUNCIL's Project Manager.

If the CONTRACTOR disagrees with any determination or decision of the COUNCIL's Project Manager, the CONTRACTOR shall, within fifteen (15) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the General Manager/Wastewater Services, who will serve as the COUNCIL's Dispute Official. Such written appeal shall include all documents and other information necessary to substantiate the dispute or claim. The Dispute Official will review the dispute or claim and transmit a decision in writing to the CONTRACTOR within thirty (30) calendar days from the receipt of the dispute or claim. Failure of the CONTRACTOR to appeal the decision or determination of the COUNCIL's Project Manager within the fifteen (15) calendar day period will constitute a waiver of the CONTRACTOR's right to assert thereafter any claim resulting from such determination or decision. Submission of a dispute or claim to the Dispute Official shall be a condition precedent to any litigation under this contract.

Pending final decision of a dispute under this article, the CONTRACTOR and the COUNCIL shall proceed diligently with the performance of the contract and the question or claim shall be temporarily resolved in accordance with the decision of the Dispute Official, until final resolution of the question or claim. Failure by the CONTRACTOR to comply precisely with the time deadlines under this paragraph as to any claim shall operate as a release of that claim and a presumption of prejudice to the COUNCIL.

14.05 Data Practices. Consistent with Minnesota Statutes, section 13.05, subdivision 6, if any data on individuals is made available to the CONTRACTOR by the COUNCIL pursuant to this Contract, the CONTRACTOR will administer and maintain any such data in accordance with Minnesota Statutes, Chapter 13 (the “Minnesota Government Data Practices Act”), and any other statutory provisions applicable to the data. If and to the extent that Minnesota Statutes, section 13.05, subdivision 11, is applicable to this Contract, then: a) all of the data created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in performing this Contract are subject to the requirements of the Minnesota Government Data Practices Act; b) the CONTRACTOR must comply with those requirements as if it were a government entity; and c) the remedies in Minnesota Statutes, section 13.08 apply to the CONTRACTOR.

In the event the CONTRACTOR receives a request to release data referred to in this section, the CONTRACTOR must immediately notify the COUNCIL. The COUNCIL will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

14.06 Licenses and Permits. The CONTRACTOR and any subcontractors shall procure and keep current any and all licenses, permits, or certificates which are or may be required by properly constituted authorities for the performance of the services under this contract.

14.07 Complete Contract. This contract, including exhibits and other documents incorporated in this contract or made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the contract between the CONTRACTOR and the COUNCIL. This contract supersedes all prior representations, understandings, and communications. The validity in whole or in part of any term or condition of the contract shall not affect the validity of other terms or conditions. The COUNCIL’s failure to insist in any one or more instances upon the CONTRACTOR’s performance of any term or condition of the contract shall not be construed as a waiver or relinquishment of the COUNCIL’s right to such performance, or to future performance, of such term or condition by the CONTRACTOR, and the CONTRACTOR’s obligation for performance of that term or condition shall continue in full force and effect.

14.08 Continuing Obligations. The CONTRACTOR acknowledges that the provisions of this contract impose continuing obligations on the CONTRACTOR which extend and are effective notwithstanding the conclusion of the term of this contract.

14.09 Workers Compensation and Tax Withholding Representations. In accordance with Minnesota Statutes, section 176.182, CONTRACTOR represents that it is in compliance with the workers' compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2.

In accordance with Minnesota Statutes, section 290.97, CONTRACTOR represents that it and all its subcontractors under this Contract, if any, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

14.10 Commissioner of Health Licensing, Certifications, and Rules. All asbestos-related work or asbestos management activity, if any, performed by the CONTRACTOR under this Contract shall be performed:

1. by persons or subcontractors licensed or certified (for the types of such work or activity to be carried out) by the Commissioner of Health under the Minnesota Asbestos Abatement Act, Minnesota Statutes, sections 326.70 to 326.81; and
2. in accordance with rules prescribed by the Commissioner of Health related to asbestos abatement and asbestos management activity.

Prior to commencing any such work, the CONTRACTOR shall provide to the COUNCIL copies of currently valid licenses or certificates (for all the types of asbestos-related work or asbestos management activities to be carried out under this Contract) issued by the Commissioner of Health under the Minnesota Asbestos Abatement Act.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized officers on the dates set forth below.

_____ **METROPOLITAN COUNCIL**
By: _____ By: _____
Its: _____ Its: _____
Date: _____ Date: _____

EXHIBIT A TO CONTRACT
BASIC SERVICES

This Exhibit is intentionally left blank in the RFP. This document will be developed based on the Scope of Work and the successful Proposer's proposal, and it will be inserted as Exhibit A.

Sample Contract

EXHIBIT B TO CONTRACT
CONTRACTOR FEE SCHEDULE

Sample Contract

Attachment to the Proposal Instructions:
4. Affirmative Action Certification Statement

(See Proposal Instructions, Section 17, for more information.)

Proposer Company Name: _____

Contract # 10P081 Project Name: Next-Generation Regional Street Centerline Solution

(NOTE: If the proposal amount exceeds \$100,000, EITHER this form OR a currently effective affirmative action Certificate of Compliance for the Proposer, issued by the Minnesota Department of Human Rights, MUST be submitted with the proposal. See section 17 of the Instructions to Proposers for additional information.)

Instructions: If a proposal is in an amount greater than \$100,000, the Council cannot accept the proposal unless the Proposer can affirm either Statement #1 or Statement #2 below. The Proposer must select (by checking the appropriate box) and certify as true one of the two statements below, if it is able to do so. In making its certification, the Proposer should carefully bear in mind the post-submittal requirements noted in connection with each statement. After submittal of the proposal the Council reserves the right to require documentation from the Proposer supporting the certification or to otherwise verify the accuracy of the certification. **If neither statement can be affirmed, no proposal should be submitted.**

CHECK ONLY ONE BOX!

<input type="checkbox"/>	<p>1. The business executing this certification <u>did have more than 40</u> full-time employees within the State of Minnesota on one or more working days during the 12 months previous to the date the proposal is due. IN ADDITION, the business either:</p> <ul style="list-style-type: none">a. has submitted an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals to the Commissioner of Human Rights for approval; orb. has a currently effective Certificate of Compliance from the Commissioner of Human Rights indicating that it has an approved affirmative action plan. <p>Note: Prior to execution of any agreement arising out of this procurement, the Proposer will be required to provide the Council with a copy of its currently effective Certificate of Compliance.</p>
<input type="checkbox"/>	<p>2. The business executing this certification <u>did not have more than 40</u> full-time employees within the State of Minnesota on any working day during the 12 months previous to the date the proposal is due.</p> <p>Note: Prior to execution of any agreement arising out of this procurement, the Proposer will be required to provide the Council with at least one of the following on a form to be provided by the Council:</p> <ul style="list-style-type: none">a. a certification that the business has a currently effective Certificate of Compliance issued by the Commissioner of Human Rights, along with the copy of that document; orb. a certification that the business is in compliance with federal affirmative action requirements; orc. a certification that the business's primary place of business is not in the United States; ord. a certification that the business did <u>not</u> have more than 40 full-time employees on any working day during the 12 months prior to the date on which it submitted its proposal, in the state where the business has its primary place of business.

CERTIFICATION

On behalf of the Proposer, I certify that the above response is true as of the date this form is signed. I have read and understand the requirements related to this certification statement.

Proposer Name: _____

By: _____ Date: _____

Name: _____ Title: _____

CERTIFICATION

On behalf of the Proposer identified below, I certify that the information provided in this form is true and correct.

Proposer Name: _____

By: _____

Date: _____

Name: _____

Title: _____