

REQUEST FOR PROPOSALS

SOUTH LYNDALE CORRIDOR PLAN

The Department of Community Planning and Economic Development (CPED), Division of Planning is requesting proposals for the South Lyndale Corridor Plan in an amount not to exceed \$75,000.

BACKGROUND INFORMATION

The City of Minneapolis is requesting proposals for a corridor master plan for Lyndale Avenue South from Minnehaha Creek to the Crosstown Highway 62. This project is intended to occur in sequence with the results of a layout and travel forecast analysis of South Lyndale Avenue and Highway 121.

Four neighborhoods share the Lyndale Avenue South corridor from the Minnehaha Creek to the Crosstown Highway – Kenny, Lynnhurst, Tangletown, and Windom. The Kenny neighborhood is bordered by 54th Street on the north, Lyndale Avenue South and Highway 121 on the east, Knox Avenue on the west, and Crosstown Highway 62 on the south. The Lynnhurst neighborhood is bordered by 46th Street on the north, Lyndale Avenue on the east, Penn Avenue on the west, and 54th Street on the south. The Tangletown neighborhood is bordered by 46th Street on the north, Hwy. 35W on the east, Lyndale Avenue on the west, and Diamond Lake Rd/54th Street on the South. The Windom neighborhood is bordered by Diamond Lake Rd/54th Street on the north, Highway 35W on the east, Lyndale Avenue and Highway 121 on the west, and Crosstown Highway 62 on the south. These four neighborhoods represent geographically defined neighborhoods within Minneapolis, and representatives from each of these neighborhoods form Lyndale Avenue South Renewal – Creek to Crosstown (LASR-CC), a community group developing a vision for Lyndale Avenue south of Minnehaha Creek.

The LASR-CC team has been meeting for over three years during which time they formed their coalition, reviewed the history of previous Lyndale Avenue planning efforts, and facilitated a community process that developed a vision for Lyndale Avenue. This vision statement is as follows:

“We envision a Lyndale Avenue South that...

1. Blends the area’s natural beauty, existing resources, and future development to create attractive, well-maintained spaces with a distinct sense of place.
2. Encourages a neighborhood-friendly transportation environment that emphasizes pedestrian activities while accommodating vehicles.
3. Fosters neighborhood-focused businesses and a development climate that meets the needs of the residents. “

The corridor master plan is expected to be undertaken in 2005 and to focus on long-term changes rather than short-term improvements. The Lyndale Avenue corridor is defined as a community corridor in *The Minneapolis Plan*. It provides housing, commercial goods and services, development opportunities, and major transit connections. Land use and transportation changes have already occurred, and additional change is anticipated. Recent proposals for housing and mixed-use developments have sparked neighborhood opposition, due in part to the lack of a shared vision for how the corridor can evolve. The LASR-CC

committee has worked to build that vision, but has not yet addressed the specifics of land use change.

PROJECT GOALS

The objectives of this project will include:

1. Developing a corridor plan that will guide land use changes and transportation improvements for the next 10-15 years.
2. Developing a plan that assists neighborhoods and businesses in making decisions about future improvements and funding for the corridor based on the established vision statement.
3. Developing a plan that is visionary yet is directly linked to the City and neighborhood's implementation programs and processes.
4. Fostering a positive relationship between neighborhood residents, businesses, and City and County government.

PROJECT AREA

The project area includes both sides of Lyndale Avenue South and Highway 121 from the Minnehaha Creek to the Crosstown highway but will also consider issues and conditions that relate to the project area, especially regarding traffic patterns.

PROJECT TEAM

The project team will act as a steering committee that provides regular, ongoing direction to the consultant. The project team will include members from the following neighborhood associations and technical partners:

- LASR-CC
 - Kenny Neighborhood Association (KNA)
 - Lynnhurst Neighborhood Association (LYNAS)
 - Tangletown Neighborhood Association (TNA)
 - Windom Neighborhood Association (WNA)
 - South Lyndale Businesses
- Ward 11 and Ward 13 City Council Offices
- Minneapolis Department of Community Planning and Economic Development
- Neighborhood Revitalization Program

SCOPE OF SERVICES

1. Survey of Existing conditions

- Purpose or reason plan is being undertaken
- Vision statement (as already established by LASR-CC)
- History and background
- Past planning efforts in the study area (see Attachment A)
- Current Comprehensive Plan land use designations, policies, and implementation steps that apply to the corridor study area
- Demographic survey of existing conditions including population, employment, and housing
- Current land uses and zoning

- Market analysis

2. Proposed Changes

- Technical Analysis and Proposed Changes
 - Future land use plan
 - Urban character and design
 - Design guidelines
 - Commercial and mixed use development
 - Public realm as it relates to transportation improvements
- Goals, objectives, and policies to guide future development
- Implementation Plan
 - Development concepts for redevelopment sites
 - Financing and ownership strategies for improvements based on national best practices
 - Zoning and regulatory changes required to implement identified plan elements
 - Timelines and costs

COMMUNITY ENGAGEMENT

The chosen consultant will be required to engage the community during the project process. Community is defined to include representatives of the following:

- Neighborhood organizations
- Business organizations
- Residents
- Property owners
- Business operators
- City staff (CPED, Public Works)
- County staff (relative to proposed Lyndale Avenue repaving)

Community engagement activities will include at least the following:

- Three (3) public meetings at a minimum to be held at times and locations accessible to all potential participants. The meetings should include: 1) A public meeting to kick off the process; 2) A working meeting to discuss and work through recommendations; and 3) A public meeting to present final recommendations.
- One (1) meeting organized specifically for business owners
- Materials for public meetings shall include large-scale graphic representations of various aspects of the study area.
- All materials presented in color in the final document must also be replicable in black-and-white.
- Documentation of the public participation process is required in the form of meeting notes, distribution lists, sign-in sheets, and comment sheets.
- Final document must be presented to the City in the form of 25 hard copies and electronic format suitable for reproduction (for further information, see Attachment B).

PROJECT SCHEDULE

The Consultant should develop a work schedule that corresponds to the following framework:

- Project completion in 2005.

- Three (3) public meetings to be held at times and locations accessible to all potential participants. First meeting shall be conducted within a month of contract execution.
- One (1) meeting with business owners during the input phase of the project.
- Required regular communication between the consultant and CPED Planning staff.
- The required 45-day public review process upon completion of the project.
- Payment for services rendered in monthly payments. The first payment will be issued upon completion of the first month of the contract. Final payment will be withheld until all required deliverables are received by the City.

CONTENTS OF PROPOSAL

Responses to this Request for Proposals shall:

- Briefly describe the firm's history, background, organization, size and capacity to provide the requested services, including examples of similar projects and other public sector clients. Respondents must provide references that the Minneapolis Department of Community Planning and Economic Development, Planning Division may contact.
- Briefly describe the firm's experience with emerging, innovative trends in the planning field.
- Provide a summary of the proposed approach to the project, as well as detailed description of the methodology to be used to provide the requested services and deliverables.
- Provide a work plan and a schedule for completion of each step in the work plan.
- Provide estimates of the number of hours and the cost to provide the services and deliverables.
- Submit an example of the firm's actual billing format.
- Identify specific personnel who will be assigned to the project and the number of hours each will spend on the project. This list should be organized to show personnel and time commitments in relation to the focus areas outlined in the Scope of Services. Provide resumes for the principal and support staff to be assigned to the project. Identify one or more individuals to be designated as a contact person for assignments, billings, and general contract administration.
- Identify any subcontractors that the firm expects to engage to provide services described in the Scope of Services. Teaming of firms with complementary expertise is encouraged.
- Indicate the firm's position on nondiscrimination and affirmative action principles.
- Indicate whether each firm is a certified DBE (Disadvantage Business Enterprise) contractor.
- Indicate whether the firm's activities or representation of other clients could potentially pose a conflict of interest in its representation of the Minneapolis Department of Community Planning and Economic Development or other agencies of the City of Minneapolis.

EVALUATION CRITERIA AND SELECTION PROCESS

The Minneapolis Department of Community Planning and Economic development reserves the right to reject any and all proposals. Cost is one of several evaluation criteria. **The Minneapolis Department of Community Planning and Economic Development may not necessarily select the proposal with the lowest cost estimate.**

The Minneapolis Department of Community Planning and Economic Development reserves the right to modify or issue amendments to this Request for Proposals. If questions result in the modification of this RFP, the written modification will be distributed to all recipients of the original RFP.

All proposals received within the stated deadline will be reviewed by an Interview Committee composed of members of those agencies and organizations funding this research as well as a representative from each of the four neighborhoods.

Any interview or requests for supplemental information will occur during the first two weeks of **(State a month and year)** at the discretion of the Interview Committee.

Criteria used in the evaluation of proposals will include, but not be limited to, the following:

- Demonstrated experience in one or more of the fields of expertise required to complete this work.
- Demonstrated experience subcontracting from, and collaborating with, firms who are experienced in one or more of the complementary fields of expertise required to complete this work.
- Demonstration of understanding of the Scope of Services.
- Quality, thoroughness, and clarity of proposal.
- Organization, management, and technical approach to project.
- Ability to package findings, ideas, and concepts through a combination of written and graphic means of expression.
- Demonstration of capacity to successfully complete the project.
- Qualifications and experience of staff.
- Itemization and allocation of staff resources in relation to the focus areas within the Scope of Services
- Review of references.
- Financial responsibility and capacity of firm.
- Cost to provide the requested services and deliverables.

PROPOSAL SUBMISSION

Respondents should prepare a scope of services reflective of the requirements listed in this proposal. A detailed budget must be included for each item in the scope.

Submit complete proposal by **?????** to:

Beth Elliott, Senior Planner
CPED – Planning Division
350 South 5th Street, Room 210
Minneapolis, MN 55415

Phone: 612-673-2442

Fax: 612-673-2728

beth.elliott@ci.minneapolis.mn.us

Request for Proposal General Requirements

The General Requirements are terms and conditions that the City expects all of its contractors to meet. By proposing the Proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The Proposer may suggest alternative language to any section. Some negotiation is possible to accommodate Proposer's suggestions.

1 City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in this Request for Proposal, or the respondent's reply based on the component prices submitted.

2 Interest of Members of City

The contractor agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3 Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4 Non-Discrimination

The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Minneapolis Code of Ordinances, Chapter 139.

5 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) Workers Compensation insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) Commercial General Liability insurance with limits of at least \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence \$50,000 fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident.

- d) Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty- (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this contract, to comply with these provisions.

6 Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this contract without prior approval of the City Department Contract Manager designated herein.

7 Compliance Requirements

All contractors hired by the City of Minneapolis are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires contractors associated with the City of Minneapolis to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minn. Stat. C. 363.

In the event of the contractor's noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, and the contractor may be declared ineligible by the Minneapolis City Council from any further participation in City contracts in addition to other remedies as provided by law.

8 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

9 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

10 Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of contractor.

11 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

12 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

13 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property.

14 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the contract with the selected vendor. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13 and as such are open to public review.

15 Inspection of Records

All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16 Living Wage Policy

All contractor employees will be paid at least a living wage. The definition of a Living Wage is at a minimum 110 percent of the current year federal poverty level for a family of four as provided by the federal Department of Health & Human Services for a contractor that does not supply employer-paid health insurance and 100 percent for a contractor that does supply employer-paid health insurance.

17 Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

18 Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Contractor's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals.

19 Travel

If travel by the Contractor is allowable and approved for this contract, then Contractor travel expenses must be reimbursed in accordance with the Contractor Travel Reimbursement Conditions, available from the City.

20 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

21 Billboard Advertising

Through Ordinance 109.470, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.

21 Conflict Of Interest/Code Of Ethics

Contractor agrees to be bound by the City's Code of Ethics, Minneapolis Code Of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Agreement have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code Of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

22 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice, except that if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the other party shall have the right to terminate this Contract, if the default has not been cured after a ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein

shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

23 Small & Underutilized Business Program (SUBP) Requirements

The proposer must comply with the Small & Underutilized Business Enterprise Program (SUBP), as outlined in Minneapolis City Ordinance Chapter 423 (the "(SUBP) Ordinance"). The SUBP Ordinance applies to any construction/development project, or part thereof, in excess of one hundred thousand dollars (\$100,000), and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). In accordance with the terms and conditions of this agreement, the rules and regulations as promulgated by the manager of the SUBP, and the SUBP Ordinance, the proposers must complete and submit as a part of their proposal, Appendix One, "Every Available and Reasonable Effort Criteria Questionnaire," and Appendix Two, "Contractor Participation Form."

Each proposer, including proposers that are Women Business Enterprise (WBE) and/or Minority Business Enterprise (MBE) must complete and submit with its proposal the "Every Available and Reasonable Effort Criteria Questionnaire," Appendix One, and "Contractor Participation Form, Appendix Two." Proposers that are W/MBEs are encouraged to further contract with certified W/MBEs for procurement of goods, services and materials.

Failure to complete and/or submit the "Every Available and Reasonable Effort Criteria Questionnaire," Appendix One, and the "Contractor Participation Form," Appendix Two, with the proposal and provide written documentation of the proposer's efforts or activities to meet the goals as described below, may be grounds for rejecting a proposal as non-responsive.

If established participation levels are not met, the City of Minneapolis will make the final determination as to whether the proposer made sufficient good faith efforts to achieve the established goals.

The activities listed below must be included and documented in the proposal submitted to establish

'good faith effort' as required by the statute [Ch.423]. Whether or not the proposer

- Contacted the Minneapolis Department of Civil Rights for information about utilizing the services of certified Women Business Enterprises (WBE)/Minority Business Enterprises (MBE) and W/MBE criteria;
- Advertised (or posted notices) in general circulation, community newspapers, and with service organizations such as Urban League, Summit Academy OIC, MDCR, MPHA, YouthBuild, MEDA, NAMC, and Women Venture concerning the subcontracting and employment opportunities;
- Utilized the services of women and minority contractor organizations, community organizations, recruitment resources, and business assistance agencies to provide assistance identifying and recruiting women-owned and minority-owned firms. Such service organizations include Urban League, Summit Academy OIC, Minneapolis Department of Civil Rights, Minneapolis Public Housing Authority, YouthBuild, MEDA, NAMC, and Women Venture;
- Provided written notice to a reasonable number of certified W/MBE firms that have the capability to perform the work of the contract that their interest in the contract is being solicited;
- Followed up initial solicitations of interest by contracting certified W/MBE firms to determine with certainty whether the W/MBE firms were interested;
- Selected portions of the work to be performed by certified W/MBE firms in order to increase the likelihood that W/MBE goals may be met;
- Provided interested certified W/MBE firms with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation;
- Negotiated in good faith with interested certified W/MBE firms, not rejecting the firms as unqualified without sound reason(s) based on a thorough investigation of their capabilities;
- Other actions, not listed above, intended to secure participation of women and minority employees, and participation of certified W/MBE firms.

The proposer shall, utilizing Appendix One, make and document every reasonable effort to include qualified and available certified small businesses, including companies owned by women and minority persons, as part of their proposal. A list of certified small businesses can be obtained by contacting the Small and Underutilized Business Program at 612/673-2272 or the CERT web site which is linked from the Civil Rights Department web page found at www.ci.minneapolis.mn.us.

Proposers who fail to submit "Appendix One" and "Appendix Two" may be deemed non-responsive and their proposal may be rejected.

The SUBP goals for this project are ___% WBE and ___% MBE.

Any inquiries relating to the participation goals for small and underutilized businesses should be directed to the City of Minneapolis Civil Rights Department, SUBP Unit, 239 City Hall, 350 South 5th Street, Minneapolis, Minnesota 55415, Attention: Manager, SUBP Unit, (612-673-2272).

APPENDIX ONE

Every Available and Reasonable Effort Criteria Questionnaire

This document, when completed, must be included with the proposal. Proposers who fail to submit "Appendix One" may be deemed non-responsive and their proposal may be rejected.

1. List the name of the person you spoke with at Minneapolis Department of Civil Rights, and the date, regarding information on how to contact certified W/MBE's and how to qualify as a certified W/MBE?

2. List the places where you advertise or post notices concerning subcontracting and employment opportunities for this project. Please attach a copy of the advertisement and/or notice.

3. Name the women and minority contractor organizations, community organizations, recruitment resources, and business assistance agencies that provided you assistance in identifying and recruiting women and minority employees and certified W/MBE firms for this project?

4. List the certified W/MBE firms, with the capability to perform the work, that you provided written notice in order to solicit their participation on the project. Please attach a copy of the written notice. If no contact was made with certified W/MBE firms, please list the reasons below.

5. Provide the follow-up steps you took to the initial solicitations of interest shown by certified W/MBE firms regarding this project?

6. Describe how you selected portions of the work to be performed by certified W/MBE firms in order to increase the likelihood that the W/MBE goal will be met on the project.

7. Describe how you provided interested certified W/MBE firms with timely and adequate information about the plans, specifications and requirements of the contract?

8. Did you assist certified W/MBE firms in responding to a solicitation? ___ YES ___ NO. If so, how did you assist?

9. Did you negotiate in good faith with interested certified W/MBE firms? ___ YES ___ NO. If not, why not?

10. Did you reject any certified W/MBE firms as unqualified without sound reasons(s) following a thorough investigation of their capabilities? ___ YES ___NO. If so, please list those firms and state why you rejected them?

11. Briefly describe other actions not listed above that you took to secure participation of certified W/MBE firms.

APPENDIX TWO

**CONTRACTOR PARTICIPATION FORM
CITY OF MINNEAPOLIS**

WOMEN, MINORITY AND SMALL BUSINESS UTILIZATION PLAN

PROPOSER'S NAME:

ADDRESS:

TELEPHONE NUMBER:

CONTACT NAME:

PROJECT NAME:

RFP NUMBER:

Each proposal shall be accompanied with this document. Proposers who fail to submit "Appendix Two" may be deemed non-responsive and their proposal may be rejected.

1. What percent of the base proposal for this project will be supplied by certified Women/ Minority and/or Small Businesses? _____%

Using the matrix below list the name of each certified women, minority or small business to be utilized on this project, the type of work to be performed and the proposed dollar amount of their contract. Using the categories below, please document the following information:

Date of Contact	Name of Women/ Minority or Small Business	Certification (WBE/MBE)	Person Contacted	Reason for Contact	Type of Work or Supplies	Contract/ Purchase Amount Result

This page may be photo copied for additional documentation of efforts.

2. List the steps the Proposer will take to insure that certified Women, Minority and Small Businesses will be given an opportunity to participate on this project.

3. During the performance of this project, will the Proposer join with the City to support training programs or other efforts designed to help certified Women, Minority and Small Businesses?

_____Yes _____No

APPENDIX THREE

Prior Area Studies/Current Activities (Plans available from CPED Planning, to be returned upon project completion)

- **South Windom Land Use Plan Alternatives (1991)**
 - Looked at 35W expansion and reconstruction and other transit issues
- **South Windom Small Area Plan Draft Scoping Report (1992)**
 - Looked at alternative sites for Cub Food store, investigated housing feasibility at Le Jeune site
 - No clear preferred alternative resulting from study
- **Lyndale Avenue: A Vision (1997)**
 - Purpose to prevent widening of Lyndale Avenue to 4 lanes
- **Lyndale Gateway Report (1999)**
 - Studied the realignment of Highway 121 and redevelopment alternatives; development options proposed a mix of single family, duplex, townhouse, and apartment buildings
 - No consensus reached between Kenny and Windom neighborhoods – project dropped
- **LASR-CC Community Vision, Values and Engagement document (2002)**
 - Layed out a shared vision for the South Lyndale corridor
- **South Lyndale Streetscape Plan (2004)**
 - Identified opportunities for street beautification in relation to the schedule for repaving by Hennepin County
- **South Lyndale Development Workshops (2004)**
 - Corridor Housing Initiative project coordinated through the Center for Neighborhoods
 - Educated residents about the ins and outs of development
 - Verified that the LASR-CC Community Vision is still solid
 - www.southlyndale.org
- **Layout and Travel Forecast Analysis (Expected to be finished in Fall 2004)**
 - Analyzed various configurations of Highway 121 and the traffic impact on Lyndale Avenue
- **Lyndale Avenue South Reconstruction (2006-2007)**
 - Hennepin County will reconstruct Lyndale Avenue from Lake Street to 56th Street. At the same time, the lane and parking usage will be changed to reflect current and projected traffic volumes and uses.

Any deliverables must also be consistent with or provide direction to:

- ***The Minneapolis Plan: Volume 1 – Policy Document (2000)***
- ***Minneapolis Code of Ordinances, Title 20: Zoning Code and Title 22: Land Use Subdivision Regulations (1999)***

APPENDIX FOUR

Guidelines for Graphic and Data Deliverables for CPED Planning Contracts

Quantities

The vendor must provide to CPED Planning the quantities for each item as specified in the contract on the agreed upon date.

Delivery

The vendor must deliver to CPED Planning at Room 210 City Hall, Minneapolis MN 55415-1385, all deliverables in the contract.

Original Materials

All original materials provided to the contractor for the purpose of executing the contract and preparing deliverables shall be returned at the conclusion of the contract, on the deliverables date, or as needed by CPED Planning. This includes documents, data, photographs, maps, illustrations, and like items in either paper or digital form.

Graphic Materials

All graphic materials -- paper, photographic, digital, or other creative/production materials -- created by the vendor during the process of fulfilling the contract shall be delivered to CPED Planning on the deliverables date or by an agreed upon date thereafter. This includes any final communication materials such as preliminary reports, print publications, presentations (physical or electronic), or other products as specified in the deliverables part of the contract.

Data Materials

All data collected or generated in the process of executing the contract shall be delivered to CPED Planning on the deliverables date or by an agreed upon date thereafter. Any agreement to alter the deliverable date must be executed in writing.

Repurposing

The contractor understands that any materials or research prepared in the process of executing the contract as well as any deliverable item may be reused or repurposed by CPED Planning as deemed useful.

Media Formats for Electronic Exchange of Information and Data

CPED Planning exchanges data in PC format on the following types of media:

CD-ROM.

E-mail attachments not to exceed 5 Meg per e-mail.

Files may be compressed if necessary using a format agreed upon with CPED staff.

File Formats for Electronic Exchange of Information and Data

The following application formats are the standards for exchange of information in electronic format. Version compatibility must be verified with CPED contract manager.

- Word processing; Microsoft Word DOC file
- Spreadsheet; Microsoft Excel XLS file
- Database; Microsoft Access MDB file
- Presentation; Microsoft PowerPoint PPT file
- Vector illustrations and illustrative maps; Corel Draw CDR file or Adobe Illustrator AIS file
- Raster illustrations; Adobe Photoshop
- Maps; ArcInfo/ArcView
- Desktop Publishing; Adobe PageMaker P65 file
- Portable documents; Adobe Acrobat PDF file.
- Technical drawings (CAD) such as site plans, working drawings, etc. should be in AutoCad format

Physical Format of Print Media Deliverables

The Department desires to keep its publications in formats that are easy to mail, shelf, and file (see *Dimensions* in the *Reproduction Method* section.) We also want to ensure that additional copies may be easily reproduced through photocopy or other affordable processes. We reserve the right to edit. Contractor must check spelling and grammar usage. No final product may be printed without sign-off from authorized Department representative.

Page Layout, Type Selection, etc.

We do not require a particular standard for page layout or type face however we do ask you to design for legibility and reading speed and comfort. It is generally more desirable that the graphic and textual elements clearly convey our information than to squeeze the most information into the smallest space.

It is important that images and graphics be able to convey their information when produced in grayscale printing or when photocopied. Please work with CPED Planning to determine the number of categories of information that will be displayed in maps, charts, and other representations of categorical information.

Pages from our documents are frequently photocopied. In order to maintain identification, we want the following information to appear on each page. The information may be divided among the header, the footer, or a floating footer:

- the name of the document
- the authorizing organization; for example, Minneapolis CPED – Planning Division
- the publication date or revision date
- the draft or version number, if applicable
- the page number

We prefer to limit or eliminate the use of foldouts, inserts, pockets, blow-ins, etc.

Reproduction Method

Where quantities permit and cost justifies, an overrun of offset printed publications is preferable to exact count or underruns of digital printing (especially for documents containing color). Consult with CPED Planning for reproduction options on short runs and preliminary documents.

Publications printed to meet contract requirements should conform to the following specifications. If an alternative format is required to best present the material, contractor must obtain approval from CPED Planning.

- Quantity: will be established during contract design or by determination of needs during contract period.
- Dimensions: 8.5" X 11"
- Orientation: Vertical
- Binding: staple (corner or side), saddle stitch, perfect, wire (spiral or finger), plasticoil, loose leaf, or GBC are acceptable types of bindings. Plastic comb, plastic channel, and metal slide bindings are NOT generally acceptable. CPED Planning will approve the type of binding depending on the specific needs of the project, number of pages, and cost considerations.
- Cover options: self-cover in standard cover weights, card stock, plastic sheet, plastic laminate, loose-leaf binder with clear front and spine with printed inserts, loose-leaf binder with screen printed art.
- Text stock: 70 # white offset is preferred for readability and reduced show-through.

Format of Digital Media Deliverables

We like to receive PDF versions of documents as well as the paper versions. Please send one version in screen format (75 DPI) and one version in printable format (600 DPI).

PDF files prepared at 75 DPI should not be larger than five (5) Megabytes each. If needed, the files may be saved by chapter and linked to a Table of Contents file.

Recycling

We encourage contractors to prepare reports that are readily recyclable.