

REQUEST FOR PROPOSAL

TH 36 Corridor Transit Feasibility Study



Issue Date: January 10, 2020

Proposals Due: January 24, 2020 by 2:00 PM CST

Issued By:

Washington County

Request for Proposal:

TH 36 Corridor Transit Feasibility Study

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TH 36 Corridor Transit Feasibility Study

I. PROJECT INFORMATION

1. Project Purpose and Overview

Washington County is seeking proposals from qualified firms to conduct the Trunk Highway (TH) 36 Corridor Transit Feasibility Study. This study will define the vision of the TH 36 Transit Corridor through analysis of existing and emerging mobility needs within the TH 36 corridor, examining the feasibility of east-west oriented, high frequency transit service along the TH 36 corridor between the termini of the City of Minneapolis and the cities of Oak Park Heights and Stillwater, and identifying opportunities to further study or develop enhanced transit service operating along the TH 36 corridor, as well as improve connections to the regional transit system.

This study will define the long-term vision for transit in the TH 36 corridor, and will identify interim steps that can be taken to improve transit mobility in the corridor and support the long-term vision.

Recommendations identified through this study should improve mobility to and from population centers in the TH 36 corridor, expand the range of travel options in the region, and improve connections for workers to employment.

The outcomes and recommendations produced by this study will serve primarily as guidance for the counties, corridor partners, and Metro Transit.

2. Corridor Background

The TH 36 corridor follows TH 36 between Downtown Minneapolis and the cities of Oak Park Heights and Stillwater. Some of the key destinations along this corridor include, but are not limited to:

- National scenic and recreation areas - St. Croix and Mississippi Rivers
- Employment and Retail Centers
 - Downtown areas - Stillwater, Minneapolis, and North St. Paul
 - Andersen Corporation – Cities of Oak Park Heights and Bayport
 - MN Correctional Facility – City of Oak Park Heights
 - Oak Park Heights commercial center
 - Emerging markets in cities of Grant, Lake Elmo, and Oakdale
 - Planned Future Medical Campus at TH 36 & Manning
 - Maplewood Mall Commercial Center - Maplewood
 - Abbott Lab Medical Campus
 - Rosedale & Har Mar commercial centers – Roseville
 - Mid-City Industrial employment center – Minneapolis

- Public Services
 - Washington County Government Center, Court, and Social Services
 - Libraries
 - Stillwater Public Library
 - Washington County Law Library - Stillwater
 - Ramsey County Public Library – North St. Paul
 - Ramsey County Public Library – Roseville (busiest library in MN)
 - Minneapolis Central Library
 - Maplewood City Hall and Community Center
 - Ramsey County Suburban Court - Maplewood
- Educational Institutions
 - Stillwater, North St. Paul, & Roseville High Schools
 - Century College – White Bear Lake
 - Minnesota Business College – Roseville
 - National American University – Roseville
 - Newgate School - Minneapolis
 - University of Minnesota, Twin Cities - Minneapolis
- Cultural/Entertainment districts
 - Old St. Anthony Main Area
 - US Bank Stadium

There are numerous existing and planned transit routes that intersect the TH 36 corridor – including the METRO A Line and future Rush Line. The METRO Green Line and METRO Blue Line operate in downtown Minneapolis within the area of interest. This presents the opportunity to connect with these routes and transfer into the regional transit system.

There is no existing fixed-route service that serves the entire corridor, but some services run for portions of and have facilities along the corridor, including:

- 263 Express – Hwy 36 & Rice St P&R/Hwy 61/Co Rd C P&R
- 270 Express – Mahtomedi/Maplewood/Minneapolis
- 272 Express – Maplewood/Roseville/UMN
- 294 Express – Oakdale/Stillwater/Saint Paul

There are five existing park-and-ride facilities along or near the corridor, including:

- St. Croix Rec Center and P&R shelter (Stillwater)
- Hwy 61 and Co Rd C P&R (Maplewood)
- Maplewood Mall (Maplewood)
- Hwy 36 and Rice St P&R (Little Canada)
- Grace Church (Roseville)
- I-35 and Co Rd C P&R (Roseville)

There is one existing park-and-pool facility along the corridor at TH 36 & CSAH 15 (Manning Ave).

Existing fixed-route service in Washington County is commuter focused, with express trips to and from Saint Paul and Minneapolis primarily during morning and evening rush hours. While this type of service can work well for some with traditional commuting hours, it does not offer much flexibility and can be challenging for the many types of trips required by transit-reliant populations (e.g. low-income households, zero-car or one-car households, individuals with a disability, older adults, etc.) such as trips for medical appointments, college, or part-time employment, which often occur during times with no service (i.e. midday, evenings, or the weekend).

These transit-reliant populations are expected to increase in the coming years. For example, adults 65 years and older are the fastest growing age group in Washington County, and this population is set to increase by 150% between 2010 and 2040. A large share – as much as 21% - of this population does not drive; therefore Washington County has a growing need for transportation services that target these populations as well as other transit reliant populations.

Existing alternatives to regular route transit services include Metro Mobility – which serves certified riders who are unable to use regular fixed-route buses due to a disability or health condition – and Transit Link – a dial-a-ride service to serve the general population where regular route service is too infrequent or unavailable.

The TH 36 corridor is a four-lane divided highway that is projected to serve approximately 55,000 vehicles per day by the year 2030. It is an important east-west connection in the east metro area, and connects people to jobs, education, shopping, and healthcare. The predominant destinations for Washington County residents are Ramsey County (34% of commute trips) and Hennepin County (26% of commute trips) – with Saint Paul, Maplewood, White Bear Lake, and Roseville being the top four commuting destinations. Likewise, Ramsey and Hennepin County generate around 25% of commuting trips to Washington County – with Saint Paul, White Bear Lake, Maplewood, North Saint Paul, and Roseville among the top sources of commuting trips. Additionally, the recent opening of the St. Croix Crossing has increased the volume of vehicle traffic through the TH 36 corridor by 20%, which may impact potential transit ridership.

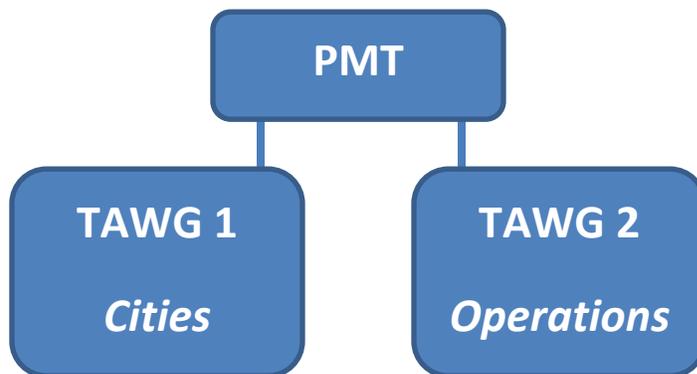
Changes in demographics, mobility needs, demand for all-day service, and travel patterns in the TH 36 corridor call for renewed attention to potential transit opportunities and solutions, and serve as the basis for this study.

3. Study Area

This transit study will consider east-west transit opportunities for all communities along the TH 36 corridor from the cities of Oak Park Heights and Stillwater to downtown Minneapolis.

4. Project Oversight

This study is commissioned and funded by Washington County. Washington County staff will serve as project management for the study and the sole point of contact for direction, deliverable review and approval, management of contract, and external communications. A Project Management Team (PMT) consisting of staff from Washington County, Ramsey County, Hennepin County, as well as the appropriate staff from MnDOT and the Metropolitan Council will be responsible for overseeing the study process and addressing policy issues. There are expected to be two Technical Analysis Working Groups (TAWGS) – one consisting of staff from Ramsey County and the cities along the corridor, and the other consisting of the appropriate operational staff from MnDOT and Metro Transit. The TAWGS will be engaged consistently throughout the process to advise project staff and the contractor on technical considerations and development of the study deliverables.



5. Project Budget and Schedule

\$300,000 has been budgeted for the TH 36 Corridor Transit Feasibility Study by Washington County. The study should be completed by January 31, 2021. Suggestions or recommendations for the project schedule and streamlining of efforts are strongly encouraged.

6. Project Funding

\$300,000 allocated for this study will be funded by Washington County. Funding for any transit improvements and implementation should be explored as part of the study.

7. Project Contact

Washington County

Attn: Emily Jorgensen
11660 Myeron Rd N
Stillwater, MN 55082
Emily.Jorgensen@co.washington.mn.us

II. PROPOSAL AND SUBMISSION INFORMATION

1. Proposal Timeline

Request for Proposal (RFP) Released	January 10, 2020
Intent to Propose Due (4:00 PM)	January 17, 2020
Written Questions Received (4:00 PM)	January 17, 2020
Response to Questions Released (4:00 PM)	January 20, 2020
Proposals Due (2:00 PM)	January 24, 2020
Oral Interviews (if necessary)	February 3-7, 2020
Contract Negotiations	February 10-14, 2020
Washington County Board Approval	February 25, 2020

2. Questions and Requests for Information

All questions regarding this request for proposal (RFP) are to be directed only to the RFP Administrator, Emily Jorgensen. Proposers may be disqualified if any unsolicited contact related to this RFP is made with an employee or representative of Washington County other than the RFP Administrator during the proposal process.

Submit intent to propose and all questions related to specific project requirements in writing by 4:00 PM on January 17, 2020. All questions should be submitted via email to Emily.Jorgensen@co.washington.mn.us.

Written responses to all questions received on time will be posted on January 20, 2020 at 4:00 PM on Washington County website at:
<https://www.co.washington.mn.us/Bids.aspx>

No oral questions will be entertained prior to or after the deadline for written questions specified above, except at the pre-proposal conference.

3. Joint Offers

Where two or more consultants desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. Washington County intends to contract with one single firm and not multiple firms doing business as a joint venture.

4. Proposal Format and Submission

Proposals are due before 2:00 PM on January 24, 2020.

Faxed proposals will not be accepted. Proposals received after the specified time and date shall not be considered.

The response must include one original bound copy, 10 unbound (clipped) copies, and one digital pdf format delivered via CD-ROM or File Transfer Protocol (FTP) site (send link via email to Emily Jorgensen). The first page of the original must have the original signature of the officer who will be accountable for all representations.

Proposals shall be prepared using 8 ½ x 11 double-sided paper with all text clear of bindings. Use of 11x17 fold-out sheets for large tables, charts, or diagrams is permissible, but should be limited. Index the proposal and sequentially number all pages throughout the section. Proposal narratives may not exceed 15 pages in length including the cover letter and Executive Summary. An appendix may be included that contains resumes and examples of relevant work experience. This appendix is not to exceed 10 pages. The proposal narrative and appendices should make up a single document and not be submitted as separate items.

The proposal should be clear when reproduced in black and white. All proposal materials should be clearly marked "TH 36 Corridor Transit Feasibility Study" as well as include the name and address of the proposer. The copies may be wrapped or boxed together.

Washington County shall not, in any event, be liable for any pre-contractual expenses incurred by the proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals. Pre-contractual expenses are defined as expenses incurred by the proposer in:

- Preparing its proposal in response to this RFP
- Submitting that proposal to Washington County
- Negotiating with the County on any matter related to this proposal
- Any other expenses incurred by the proposer prior to the date of execution of the proposed contract.

Failure to submit a proposal on time shall constitute grounds for the rejection of the proposal.

All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

5. Valid Proposal

In order to be considered valid, the proposal shall be in writing, submitted on time in sealed packages, and be signed by an officer of the proposer who can be accountable for all representations.

The proposal must contain the following information, presented in the order shown:

1. **Cover Letter** to introduce the consultant submitting the proposal, including the name, address, telephone number, fax number, and email address of the contact person(s) representing the team and also the names of other firms or individuals participating in the proposal.
2. **Table of contents** to identify the proposal material by section and page number. Tabs are recommended.
3. An **Executive Summary** of not more than three pages. Summary should include objectives, goals and tasks to show or demonstrate the responders understanding of the nature of the project and the work required.
4. **Profile of Proposed Team** including the size and organizational structure, past history, percent available to project, and the status and outcome of any lawsuits brought against the proposer in the past five years.
5. **Description of Proposer's Overall Approach** and methodology to be utilized; the deliverables to be provided by the responder; and a description of the proposed project management techniques.
6. **A Public Involvement Plan** that creates separate scopes for Washington County and Ramsey County engagement. See Public Involvement section of Scope of Services-Key Tasks.
7. **Base Work Plan** with a breakdown of project by phases or tasks. For each task listed, identify:
 - Specific staff to be involved, roles, and responsibilities.
 - Time commitment for each person in hours per task.
 - Schedule illustrating task relationships, including anticipated meetings over the duration of the schedule.
8. **Description of Proposal Team's Past Experience** providing similar services, including:
 - Names, titles, and addresses of contact persons.
 - Description (history and experience) of proposal team member's role in each project, including the number of hours worked.

- Experience with similar type projects in scale and function.
- Experience working with diverse stakeholders.

9. Project Personnel Profile

- Resumes of key project personnel, including prior projects of similar size and scope for which the personnel played the same or a similar role as proposed for the project and the status and outcome of any lawsuits brought against team member firms in the last five years.
- Organizational chart of the proposer’s team, identifying firm relationship and function of all key positions.
- Confirm that each team member will be fully engaged in the study as described for the duration of the contract.
- Description of the current assignment and time commitment to that assignment for all key personnel.

10. Budgets

- Hourly budget broken down by team member, by firm, and by task.
- Current hourly rates for staff which will be fixed for the duration of the contract.
- Current overhead rates for all team member firms.
- A schedule of reimbursable direct expenses by firm and expense type.
- A 10% contingency which shall be included in the Project Budget.

11. Suggested Modifications to Base Work Plan

- Description of any additional work tasks including description of benefits to the study process.

12. Conflict of Interest

The proposer shall list past or present involvement of all projects and relationships that create or appear to create a conflict of interest. The list should indicate the name of the entity, the relationship, and a discussion of the conflict. Washington County reserves the right to exclude proposers that have an organizational conflict of interest.

6. Notice to Proposer

- If you are interested in submitting a proposal for this service you must email Emily Jorgensen Project Manager, at Emily.Jorgensen@co.washington.mn.us, indicating your interest and your contact person by 4:00 pm on January 17, 2020.
- Upon submission, all proposals become the property of Washington County, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
- Washington County expressly reserves the right to amend or withdraw this RFP at any time and to reject any or all proposals.

- Washington County reserves the right to reject any and all proposals if such action is in the public interest.
- Washington County is not bound to accept the lowest cost proposal.
- Proposers are not to collude with other proposers and competitors or take any other action, which will restrict competition. Evidence of such activity will result in rejection of the proposal.
- Washington County reserves the right to negotiate contract terms contemporaneously and/or subsequently with any number of proposers as the County deems to be in its best interest.
- Any exceptions to the requirements of this RFP must be included in the proposal submitted by the proposer. Identify the exceptions as a separate element of the proposal under the heading “Exceptions/Deviations.” Failure to note exceptions shall be deemed a waiver of objections. Proposer may not request exceptions to the Required Contract Terms and Conditions listed in Appendix B.
- Washington County reserves the right to include any additional information at any stage of the RFP process. Compliance shall be at the proposers’ expense.
- Washington County reserves the right to include any clarifications/revisions to the RFP content in correlation with the question and response process.

III. SCOPE OF SERVICES – GENERAL INFORMATION

1. Project and Governance Structure

The TH 36 Corridor Transit Feasibility Study contract will be administrated by Washington County. The consultant will report to the County Project Manager, Emily Jorgensen. County staff will make regular updates to the Washington County Board.

2. Project Schedule

Washington County expects to complete the tasks described in Section V by December 31, 2020. All tasks in the scope of work are expected to be completed in the shortest amount of time that is feasible.

3. Project Status Communication

Communication notifying Washington County of project status will be required by the consultant for the following:

- Status and amount expended on each active task
- Status and expected completion date of draft and final deliverable on each active task
- Necessary or proposed change in schedule or budget of any individual task or subtask after finalization of schedule and budget. Any changes in scope, project timelines, or both will need to be documented through a project memorandum with sign-off by the contractor and County staff.

4. Interagency Coordination

While Washington County retains the responsibility for overall coordination and contact with the interested agencies including but not limited to jurisdictions, local interest groups, transit providers, etc., it is recognized that the consultant may require certain information from these agencies in order to properly complete certain key tasks. All briefing of any agencies, request for information from any agencies, and contact with any agencies will be done with the full knowledge and active participation of the County.

5. Document Management and Control

The consultant is responsible for the management, maintenance, and delivery of all documents produced through the study. All documents produced in the development of any deliverable shall be preserved in their native file formats, and made available to Washington County staff within 15 days of creation. All intermediate draft versions of a deliverable will be preserved, with identification of the superseding version. All electronic and print versions of reports and documents produced by the contractor will become the property of the County. All versions of all deliverables produced by the contractor shall be turned over to the County throughout the contract period as noted above with a final digital version of all materials submitted at the conclusion of the contract.

6. Scope of Work Change

Washington County will consider modifications to the scope of work that will more effectively accomplish the objectives of the study. Any modification submitted should be clearly marked as such within the proposal and cost estimate, with an explanation of its expected benefit and impact on other tasks within the scope of work.

IV. SCOPE OF SERVICES – KEY TASKS

Responses to this request for proposals will include a work plan describing the proposed methods and actions for developing the required deliverables, along with an estimate of the resources and staff time needed to complete each task. The associated fee based on the resources, staff hours, subcontractor costs, and direct expenses in the work plan should be developed and itemized by both task and cost category (e.g. staff classification).

The consultant will work with Washington County staff to study transit feasibility within the TH 36 corridor and develop strategies to improve transit mobility in the corridor. The following section outlines tasks to be completed, key responsibilities, and deliverables to be included in the study. The proposal work plan should demonstrate an understanding of study needs and provide the most effective process possible within the resource limits identified in this RFP.

The anticipated scope of work for the TH 36 Corridor Transit Feasibility Study includes, but is not limited to, the following tasks:

1. Project Management and Agency Coordination

The Washington County Public Works Department will manage the TH 36 Corridor Transit Feasibility Study. The selected consultant will report to Washington County staff and coordinate as necessary to produce project deliverables. To ensure timely and proper execution of each task, the selected consultant will meet twice a month with county staff to discuss the status of each task and resolve issues as they occur throughout the project. A project management team (PMT) consisting of staff from Washington County, Ramsey County, Hennepin County, MnDOT, and the Metropolitan Council will be responsible for guiding the study process and addressing all policy and interagency concerns related to the study process. The contractor will be responsible for preparation of agendas, minutes and presentation materials for all meetings. The PMT will meet approximately one to two times per month.

There will be two Technical Advisory Working Groups (TAWG) to provide oversight and guidance. One TAWG will consist of city staff from corridor cities and the other will consist of operational staff from Metro Transit and MnDOT. The TAWGS will meet approximately once a month to advise project staff and the consultant on the technical considerations of the study deliverables.

Deliverables: Planning and leading TAWG and PMT meetings including documentation preparation. Document review, meeting management, and documentation preparation will include minutes and resulting action items. Meetings with County staff are expected twice a month at the beginning of the project.

2. Review and Assess Previously Completed Work and Related Plans

The selected consultant will produce a report that reviews and analyzes existing regional transitway and service planning efforts related to or affecting the study area. For regional and operator plans or studies, consideration will be given towards the applicability of criteria used in each for use in this study. Previously completed planning efforts relating to the corridor include, but may not be limited to, the following:

- **Highway Transitway Corridor Study, 2014:** The TH 36 corridor was included in the Highway Transitway Corridor Study in 2014 with service running from Hadley Avenue to downtown Minneapolis. High level analysis was conducted to generate preliminary estimates for operating characteristics, capital costs, operating and maintenance costs, and ridership data.
- **Metro Transit Service Improvement Plan (SIP) Update - 2017:** A service expansion plan that builds on the existing bus network and identifies opportunities to add new routes and improve frequency. Also, see the 2015 SIP for additional information.

- **2040 Transportation Policy Plan (TPP) Update, 2018:** The TH 36 corridor is identified in the Metropolitan Council's *2040 Transportation Policy Plan Update* as a transitway corridor in need of additional study for highway BRT. Also, see the 2015 TPP for additional information.
- **Washington County Transit Needs Study, 2018:** The Washington County Transit Needs Study examines the challenges Washington County faces in providing transportation services.
- **MnPASS System Study - Phase 3, 2018:** Analyzes existing and potential MnPASS corridors, including MnPASS expansion opportunities along the TH 36 corridor between downtown Minneapolis and I-35W and I-35E and between I-35E and I-694.
- **2018 Annual Regional Park-And-Ride System Report, 2019:** The Park-and-Ride System Report is a system performance update that complements other Metropolitan Council long-term planning documents, including the 2040 Transportation Policy Plan.
- **Washington County 2040 Comprehensive Plan, 2019:** The Washington County 2040 Comprehensive Plan identifies the TH 36 corridor as a potential future transitway to study. The Comp Plan also discusses the current state of transportation in Washington County and County transit goals.
- **Ramsey County 2040 Comprehensive Plan, 2019:** The Ramsey County 2040 Comprehensive Plan identifies the TH 36 corridor as a potential future transitway to study. It also describes the planned Rush Line BRT project, which will intersect the TH 36 corridor and should be considered in this study, and broadly discusses Ramsey County transportation and transit goals.
- **City 2040 Comprehensive Plan Updates, 2019:** Each city's 2040 comprehensive plan update should grant insight into policies and land use decisions being made at a local level that impact feasibility of transit in this corridor.
- **Metro Transit Network Next, ongoing:** Metro Transit is beginning a two-year effort to develop the vision for the bus network of 2040. Building on the existing network's strengths, the process will identify expanded bus service across a spectrum of transit improvements, including improved local and express routes, new arterial bus rapid transit (BRT) lines and integrated shared mobility options.
- **Metropolitan Council's Travel Behavior Inventory, ongoing:** The Travel Behavior Inventory is a study of household demographics, daily travel activities, and typical transportation patterns throughout the greater Twin Cities region.
- **Metro Transit Customer Survey, 2018:** Metro Transit conducts a biennial survey with their current riders in order to identify rider's perceptions, attitudes and behaviors and measure how those may change over time.

Deliverable: Technical memorandum summarizing key information from the related studies, plans and projects that may inform this analysis.

3. Problem statement, Goals, and Objectives

The elements of Task 3 will be informed by the review and assessment of study materials in Task 2 and input from PMT, TAWGS, and other project stakeholders.

The selected consultant will facilitate the development of a problem statement that defines the travel shed and discrete markets, as well as transit deficiencies that could be served by a potential future corridor transit improvement. The problem statement should address current and future conditions based on a 2040 planning horizon.

The problem statement will, in turn, serve as a basis for the development of a vision for the corridor as well as the definition of goals and objectives. These definitions will shape the evaluation framework for identifying and assessing options for transit improvements along the TH 36 corridor.

When developing goals and objectives, the selected consultant should consider existing regional and local transit and transportation goals developed in previous corridor level studies and comprehensive plans from jurisdictions along the corridor.

Deliverable: Technical memorandum outlining a problem statement, goals, objectives, and the foundation for an evaluation framework for recommending potential transit service improvements.

4. Public Involvement

A robust and focused public involvement plan (PIP) will be an essential element of this study. To the best of their ability within the scope of the study, the selected consultant should understand and incorporate the needs and expectations of employers and business owners in the corridor with regard to transit, as well as both existing transit users and potential future transit users. Meaningful engagement with communities of color and members of other disadvantaged communities is a particular priority.

In-person engagement activities should be scoped to include Washington County communities only. Ramsey County will conduct their engagement in-house.

Engagement activities may be formal or informal in nature, and can include approaches such as breakfast engagement sessions with chambers of commerce, transit ride-alongs, pop-up engagement at park-and-rides or existing events, open houses, board presentations, or other innovative strategies that can engage the targeted perspectives from community members.

Washington County staff are prepared to support public engagement efforts as needed, as well as to lead where appropriate – such as in interactions with the county board or the local business community.

The selected consultant will develop a PIP to identify objectives for public input to inform the study and identify opportunities to engage the public. The proposal should provide an overall approach to involvement, as well as specific involvement strategies, activities, techniques, and how these specific tasks will integrate into the overall process.

Deliverable: A public involvement plan (PIP) detailing engagement strategies and activities and the staff and consultant roles and responsibilities for those activities, including development of materials, preparation, and communications. Also, a 1-page handout that summarizes the study should be created for distribution to the public as part of the involvement process.

5. Review of Study Area Characteristics

It is the responsibility of the selected consultant to gather and analyze existing study area data and characteristics including, but not limited to, travel patterns, land use, economic and demographic characteristics, and existing and expected ridership modeling. This should include an analysis of available StreetLight data, which Washington County can facilitate through its add-on license.

Through this analysis, Washington County hopes to garner better understanding of existing and future conditions in the corridor. This information will inform the study and recommendations as well as future planning efforts in Washington County.

Deliverable: A technical memorandum providing a comprehensive overview of travel, land use, economic and demographic characteristics of the study area, including an analysis and summary of the expected effects of each on demand for transit service.

6. Ridership and Land Use Analysis

a) Ridership

The selected consultant should work with the counties and Metropolitan Council to develop a methodology to prepare a transit market demand analysis in the study area to understand travel patterns and to help identify locations along the TH 36 corridor potentially suitable for improved transit service. With the recent opening of the St. Croix Crossing, there is a need to study changes in vehicle traffic through the corridor as well as potential transit ridership forecasting.

The consultant will develop models to forecast transit demand and ridership in the TH 36 corridor post-construction of the St. Croix Crossing Bridge. This should include an analysis of the corridor as a whole, but should also strategically identify potential station locations and preliminary station level ridership estimates. This process should inform the development of potential transit alternatives and strategies in the corridor, including opportunities for phased implementation of possible transit improvements.

The consultant is expected to utilize the Federal Transit Administration's Simplified Trips-on-Project Software (STOPS) to model ridership forecasts as well as locally developed models like the Metropolitan Council's Park-and-Ride model. The modeling process and results will be documented in a technical memorandum for review by the project stakeholders. The consultant should identify the level of forecast work required. The consultant should consider existing public and/or third party origin-destination and other data sources to determine and analyze east-west travel patterns within the study area and to major destinations in and near the study area. This should include StreetLight data, which Washington County can facilitate through its add-on license. When conducting the analysis, the consultant should consider trip length, time of day, purpose, socio-demographics, and other information to determine total demand and transit-applicable markets.

b) Existing and Future Land Use Conditions

The selected consultant should prepare an analysis of existing and future land use conditions in the TH 36 corridor, examine their potential as it relates to transit feasibility in the corridor, and develop some near and long term land use strategies to support improved transit mobility and inform the long term vision for the corridor.

Additionally, the consultant should identify potential locations for future stations in the corridor that would maximize transit mobility and contribute to the long term vision of transit in the corridor. This should include an analysis of market opportunities in the potential station locations.

The consultant should outline its approach to this process in their proposal.

Deliverable: Technical memorandum analyzing ridership forecasts and existing and future land use conditions and their impact on the feasibility of transit in the TH 36 corridor. The consultant should document the analysis methods used, observed travel patterns relevant to the study, and expected transit demand in the present and 2040-2050 horizon.

7. Options for Transit Improvements

Based on the results of the study area review and the ridership and land use analyses, the consultant will develop a vision for transit service in the entire TH 36 corridor, as

well as options for near and long-term strategies to improve mobility. This will include land use and service options, as well as options for type and location of potential future transit stations and park and rides appropriate for the TH 36 corridor based on other similar projects.

This process will develop general parameters for corridor service that address service needs and operational and capital requirements. It will further identify a timeframe for establishing service in each part of the corridor based on the demand analysis as well as other factors including completion or extension of transitways. The consultant is expected to coordinate with the PMT and Metro Transit on determining the feasibility of any transit service options.

Deliverable: Technical memorandum outlining transit feasibility along the corridor as well as options for near and long term strategies to improve transit mobility. This should include options for type and location of potential transit facilities, conceptual service requirements, end-to-end travel times, and implementation considerations.

8. Facility and Operational Analysis

The consultant should engage the Operational TAWG to develop a high-level projection of operational and capital needs for the recommended service implementations in Task 6, as well as potential funding sources. Capital needs should consider vehicles, stop/station amenities and pedestrian facilities. Operational considerations will include vehicle revenue hours and miles, ADA paratransit impacts and potential Title VI impacts according to existing plans.

Deliverable: Technical memorandum outlining high level cost estimates for operations and capital required to implement the service recommendations.

9. Evaluation Framework

The selected consultant should expand upon the evaluation framework developed in Task 3 to consider demographic, land use, and economic data that can indicate concentrations of transit service demand in addition to safety, ease of access to transit service, suitability of existing infrastructure, and integration with the existing system of local transit service.

To better understand the transit service recommendations in relationship to how they address the identified problem statement, goals, and objectives, the selected consultant will apply the evaluation framework to the outcomes of Tasks 4-8, and facilitate the development of recommendations for transit service improvement in the near and long term.

Deliverable: Technical memorandum and supporting materials outlining how the evaluation framework was applied and the resulting recommendations for potential transit service improvements.

10. Final Report

The consultant will develop a final report document of the study in a format and level of detail suitable for public dissemination. This report will consolidate and summarize the study process including study purpose, public involvement, evaluation methods and results, and recommendations. In addition, the final report should outline and address 'next steps' for stakeholders towards the implementation of the recommendations. These steps should include operational needs and identifying revenue needs by existing and potential sources. An abridged summary (1-2 pages) of the study and recommendations will also be developed for easy distribution and quick understanding of the final report.

Deliverable: Final report describing study process and outcome and identifying major tasks and considerations towards implementing transit improvements. The contractor will provide five bound color copies. Also, an abridged summary (1-2 pages) of the study and recommendations shall be provided.

V. EVALUATION AND CONTRACT AWARD

1. Evaluation

Proposals submitted in response to this RFP will be evaluated and scored, in accordance with the criteria outlined below, by the Evaluation Committee established by Washington County.

- Washington County reserves the right to waive any minor irregularities in the proposal request process.
- Washington County reserves the right to interview any or all proposers at its discretion.
- A 100-point scale will be used to create the final evaluation recommendation. The criteria are weighted and the proposals will be judged as follows:

Criteria	Points
Expressed understanding of project objectives and technical design of the proposal. The proposal adheres to the document organization and content requested in the RFP.	25
The Work Plan complements the Project Approach and Public Involvement Plan. It is action-oriented and identifies specific goals, strategies and timeline.	20
The Public Involvement Plan and project team’s experience in conducting innovative, successful and comprehensive stakeholder engagement for	15

similar projects. The Public Involvement Plan seeks to mitigate existing racial, ethnic, cultural, or linguistic barriers and include people of diverse ages, races, ethnicities, incomes, national origin, and abilities.	
The experience, resources, and qualifications of the proposal team and individuals to be assigned to the project as key personnel. The availability of personnel and other resources to perform the work within the specified project schedule.	20
Professional references describing the proposal team’s background and experience with similar work, including ability and experience in handling projects of similar nature.	5
Project Budget is reasonable, reflective of project needs, and presented as requested in the RFP.	10
The content has been reviewed and is free of distracting spelling, punctuation, and grammatical errors.	5
Highest Possible Score	100

The evaluation team may conduct oral interviews with selected proposal teams if necessary. Washington County will not be responsible for any costs incurred by a proposer in preparing for or making a presentation.

The County project manager will make a final recommendation based on the written proposals, the results of oral interviews if necessary, reference checks, and the recommendation of the Evaluation Committee. That recommendation will be presented to Washington County Board of Commissioners for approval.

2. Proposal Protest Procedure

A formal letter of protest must be received by Washington County to the attention of Emily Jorgensen, within ten (10) business days of the date of the award notification. The letter must state specifically the reason for the protest and include any documentation needed to substantiate the claim(s).

The County will have ten (10) business days from the date of receipt of the protest letter in which to make a written response. The County may extend the period for purposes of investigating the protest, if it is warranted, by notifying the complainant in writing of their intentions within the above mentioned response time.

If the complainant, after receiving the final written response from Washington County, is not satisfied that the reason for protest has been sufficiently resolved, he/she may file a request for an appeal to be heard by the Washington County Board of Commissioners. Such request must be written and received within the (10) business days from the date of the County response letter. The letter shall be made to the attention of Molly O’Rourke, Washington County Administrator, who will schedule the hearing for the next

available Washington County Board meeting, and inform the complainant in writing of said date and time.

Washington County will not receive any service or product described in the proposal document from the successful proposer until the protest has been resolved.

Washington County's address is as follows.

Washington County
11660 Myeron Rd N.
Stillwater, MN 55082

3. Contract

The contract shall be in effect from the contract start date February 25, 2020 to January 31, 2021.

The agreement to be executed between the successful proposer and Washington County will include the Required Terms and Conditions and the provisions in the proposal of the successful proposer. The agreement will include the following payment provisions:

- Payments will be made upon achievement of agreed-upon project milestones.
- If reimbursement of expenses is included, Washington County will only reimburse at actual cost for out of pocket expenses. If reimbursement for travel is permitted, all airfare shall first be authorized by the County and will be reimbursed at the lowest cost fare. Food, ground transportation, and lodging expenses necessitated by the Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

VI. REQUIRED CONTRACT TERMS AND CONDITIONS

A contract will be prepared by Washington County upon selection of a firm.

Appropriate language will be added to document the specific nature and scope of services, costs, responsibilities, and liabilities of each party. Additional areas of concern may be incorporated, subject to mutual agreement between parties. General conditions set forth in this section will be incorporated into the professional services agreement. The following provisions I through XVII must be included in any contract and are non-negotiable.

I. DOCUMENT FORMAT

All word processing documents shall be done and provided to Washington County in Microsoft Word format, and not converted from other formats. Data files shall be provided in Microsoft Excel format. CAD files shall be provided in AutoCAD or MicroStation format.

II. NONDISCRIMINATION

The Consultant agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Consultant's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

III. STANDARDS

The Consultant shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or adopted during the performance of the services herein until completion of said services.

Failure to meet the requirements of the above shall be a substantial breach of the agreement and will be cause for cancellation of this contract.

IV. POSSESSION OF FIREARMS ON WASHINGTON COUNTY PREMISES

Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or

subcontractors of the (Vendor or Consultant, depending upon which term is used) shall carry or possess a firearm on Washington County premises or while acting on behalf of Washington County pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to Washington County under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

V. SUBCONTRACTING AND ASSIGNMENT

The Consultant shall not enter into any subcontract for performance of any services contemplated under this agreement; nor novate or assign any interest in the agreement, without the prior written approval of Washington County. Any assignment or novation may be made subject to such conditions and provisions as Washington County may impose. If the Consultant subcontracts the obligations under this agreement, the Consultant shall be responsible for the performance of all obligations by the subcontractors.

VI. SUBCONTRACTOR PROMPT PAYMENT

Pursuant to Minnesota Statute §471.425 subd. 4a., Consultant shall pay any subcontractors within 10 days of the Consultant's receipt of payment from the Washington County for undisputed services provided by the subcontractor. The Consultant shall pay interest of 1½ percent per month, or any part of a month, to the subcontractor on any disputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime Consultant shall pay the actual penalty due to the subcontractor. The subcontractor shall have third party rights under this agreement to enforce this provision.

VII. DATA PRACTICES

All data collected, created, maintained or disseminated for any purposes by the activities of the Consultant because of this agreement is governed by the Minnesota government Data Practices Act, Minnesota Statutes Chapter 13 (Act) as amended, and the Consultant shall comply with the requirements of the Act as if it were a government entity. The remedies in section 13.08 of the Act shall apply to the Consultant.

VIII. AUDITS, REPORTS, RECORDS AND MONITORING PROCEDURES/RECORDS AVAILABILITY & RETENTION

Pursuant to Minn. Stat. section 16C.05 subd. 5, the Consultant will:

Maintain records which reflect all revenues, costs incurred and services provided in the performance of this Agreement.

Agree that the Washington County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as

often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to this agreement. The Consultant agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

IX. JURISDICTION & VENUE

This contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Washington County.

X. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits Washington County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with Washington County. Consultants may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this agreement, the Consultant certifies that it and its principals* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three year-period preceding this agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction or contract, 2) violated any federal or state antitrust statutes, or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction,

- 2) violating any federal or state antitrust statutes, or
 - 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this agreement, are in violation of any of the certifications set forth above; and
- E. Shall immediately give written notice to the contract manager should the Consultant come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

*Principals, for the purpose of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).

XI. INDEMNIFICATION

The Consultant agrees it will defend, indemnify and hold harmless Washington County, its officers and employees against any and all liability, loss, costs, damages, and expenses which Washington County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Consultant in the performance of this agreement.

XII. INSURANCE REQUIREMENTS

The Consultant agrees that in order to protect itself, as well as Washington County, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:

- A. Commercial General Liability with contractual liability and Professional Liability coverage in the amount of Washington County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
- B. Automobile coverage in the amount of Washington County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
- C. Worker's Compensation in statutory amount. (if applicable)

Prior to the effective date of this Agreement, the Consultant will provide Washington County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this agreement. This certificate of insurance shall be on file with Washington County throughout the term of the agreement. As a

condition subsequent to this agreement, Consultant shall insure that the certificate of insurance provided to Washington County will at all times be current. The parties agree that failure by the Consultant to maintain a current certificate of insurance with Washington County shall be a substantial breach of the contract and payments on the contract shall be withheld by Washington County until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to Washington County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty-day notice thereof to Washington County.

XIII. INDEPENDENT CONTRACTOR

It will be agreed that nothing within the contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Consultant as the agent, representative, or employee of Washington County for any purpose or in any manner whatsoever. The Consultant is to be and shall remain an independent consultant with respect to all services performed under this agreement.

The Consultant will secure, at its own expense, all personnel required in performing services under the agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this agreement shall have no contractual relationship with Washington County and shall not be considered employees of Washington County.

XIV. MODIFICATIONS

Washington County may require the Proposer to modify their operations under the contract if such modifications do not impose any additional costs to the Contractor. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, or variations deemed not to be material by agreement of Washington County and the Consultant shall not require written approval.

XV. MERGER

It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

XVI. CANCELLATION

Washington County may cancel this Agreement at any time upon giving fifteen (15) days written notice sent to the Consultant at the address above.

XVII. SERVICES BEYOND THE SCOPE OF THIS CONTRACT

Any additional tasks added to this project must be by written amendment to this Contract signed by both parties.