



Request for Proposals (RFP)
For
Construction Manager at Risk (CMaR)

Federal Contract Airport Traffic Control Tower Project

Issue Date: January 13, 2026

Due Date: January 28, 2026, by 3:00 p.m. central

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1. Introduction

In accordance with the policies and procedures of the City of Mankato hereafter “CITY”, Minnesota Statute 471.463, and Federal Aviation Administration (FAA) Advisory Circular 150/5100-14E, notice is hereby given that the City of Mankato has released a Request for Proposals (RFP) for Construction Manager at Risk (CMaR) services for an Airport Traffic Control Tower under the Federal Contract Tower Program at the Mankato Regional Airport (MKT).

On October 28, 2025, Mankato released a Request for Qualifications (RFQ) for a Construction Manager at Risk of an Airport Traffic Control Tower under the Federal Contract Tower Program at the Mankato Regional Airport (KMKT) to identify interested and qualified firms. RFQ was publicly advertised on the City’s website:

<https://www.mankatomn.gov/about-mankato/business/bids-and-request-for-proposals>

Based upon the selection committee’s results and in accordance with Minnesota Statute 471.463, the short-list of firms below are available to provide a RFP.

- H+U Construction, 5555 West 78th Street, Suite A., Minneapolis, MN 55439
- Knutson Construction, 111 South Second St., Suite 610, Mankato, MN 56001
- Kraus-Anderson 501 South Eighth St., Minneapolis, MN 55404

It is the intent of the CITY to select and negotiate with one prime airport construction manager at risk for the duration of the project or 5-years, with ability to extend.

The project team consists of the design team EXP, the City of Mankato, and the CMaR who provides a Guaranteed Maximum Price (GMP) for the project. The CITY reserves the right to modify this approach at any time. Should the approach or delivery method change, the selected CMaR firm may be excluded as a construction contractor due to involvement in design.

2. Background

The Mankato Regional Airport (MKT) in Mankato, Minnesota is classified as a publicly owned regional general aviation airport in the National Plan of Integrated Airport Systems. Located 5 miles northeast of the city of Mankato, it is one of several general aviation airports in the region immediately southwest of the cities of Minneapolis and St. Paul situated outside the Minneapolis Class B airspace.

The Airport can be characterized as supporting a diverse range of general aviation aircraft activity including business and personal air travel in addition to a significant level of flight training activity generated by the Minnesota State University – Mankato Aviation program.

The FAA Terminal Area Forecast for 2027 indicates Mankato Regional Airport will have 126,671 total operations with 105 based aircraft, making it the third busiest airport in the state of Minnesota. Currently, the Airport has no airport traffic control tower.

The proposed action at MKT is to construct at the identified and reserved location, a new start Federal Contract Tower which will be sponsor-owned and maintained.

The CITY, as sponsor, will leverage a mixture of funding sources to complete this project, including funding made available as part of the Infrastructure Investment and Jobs Act.

- FAA Contract Tower Competitive Grant Program

- FAA Airport Improvement Program
- FAA Airport Infrastructure Grant Program
- FAA Airport Improvement Program Entitlements
- Minnesota State Airports Fund
- Minnesota State Bonding Requests
- Local Funds obtained from the Half-Cent Sales Tax for Airport Capital Projects

The early estimated cost of constructing the Airport Tower is \$25.3 million; this does not include \$2.8 million for pre-design, design, or environmental assessment.

Representatives from the Federal Aviation Administration (FAA), the MKT airport, and the City of Mankato participated in Airport Facilities Terminal Integration Laboratory (AFTIL) siting activities on February 13–15, 2024. The team followed FAA Siting Order 6480.4, Airport Traffic Control Tower Siting Process, to determine viable/preferred sites for a potential new tower.

The recommended site is Site 15. The tower center coordinates are latitude 44° 13' 20.25" N and longitude 93° 55' 19.05" W, and the cab floor height is 80.83 feet above ground level (AGL) [1,096.83 feet above mean sea level (AMSL)]. The proposed top of tower height is 115.83 feet AGL, with a ground elevation of 1,016 feet AMSL for a total height of 1,131.83 feet AMSL. This is the shortest possible tower that meets all siting criteria and is deemed safe under the Air Traffic Organization (ATO) Safety Management System (SMS). The proposed tower provides unobstructed views of all controlled airport surface areas and maximum visibility of all airborne traffic. The Final Siting Report was issued on January 2, 2025, and approved by the FAA on January 28, 2025.

The tower will have an 8-sided, 550 square-foot cab with mullions and slat-wall consoles. An approximately 855 square-foot accessory building is located on the first floor of the tower and houses the support spaces for the tower.

The proposed tower will facilitate a safe operating environment for aeronautical activity at MKT well into the future and will be built to resist seismic events.



3. Current Status and Looking Forward

On April 30, 2024, the CITY and FAA accepted the Environmental Assessment Scope of Work. The assessment included the following proposed actions:

- Construction of the Airport Traffic Control Tower
- Realignment of the Airport Road and Parking Lot Construction
- Relocate Beacon
- Utility Installation
- FAA Installation of Electronic Equipment

The Environmental Assessment Finding of No Significant Impact was issued July 21, 2025, for the Short Form Environmental Assessment which included Preliminary Design Review and Validation, Proposed Action and Alternatives, and Affected Environment and Environmental Consequences.

Professional Architectural and Engineering Services were initiated on February 11, 2025, with EXP U.S. Services Inc. with a contingency based upon funding availability.

EXP anticipated the following project schedule:

Full Design Contract Award	February 10, 2025
Concept Design Complete	March 24, 2025
10%/PPD Submittal	May 23, 2025
<i>Delay due to funds exhaustion</i>	<i>July 18, 2025 – September 19, 2025</i>
45% Submittal	October 3, 2025
70% Submittal	December 5, 2025
100% Submittal	February 13, 2026
Final Submittal	April 3, 2026

On July 18, 2025, available funding was exhausted, and the project was paused pending approval of the Infrastructure Investment and Jobs Act (IIJA) – Airport Infrastructure Grant (AIG) for the FAA Contract Tower (FTC) program. On September 18, 2025, the funding agreement containing the remaining design funds was executed. EXP was provided with the notice to proceed on September 19, 2025.

The cost of the project, including construction costs, design fees, soft costs, contingencies, FAA reviews and coordination, and equipment is estimated at \$28.1 million.

Mankato was not awarded funds through the Federal Fiscal Year 2025 Airport Terminal Program. When the Federal Fiscal Year 2026 Notice of Funding is announced, Mankato will apply. The duration of this contract will remain consistent throughout the project, regardless of size or timing of funding.

The project will include enabling and site preparation projects, including but not limited to parking lot, fencing, utility, beacon deconstruction, and road realignment. The project design intends to meet Minnesota's Building Benchmarks and Beyond (B3) and SB 2030 Energy Standards.

4. Scope of Services

The CMaR will be expected to provide the following services, although a final decision on the scope of work will be made during the contract negotiations.

4.1. Pre-Construction Services

- 4.1.1. Develop a Construction Management plan including cost and time parameters, protocol, and a complete management information system.
- 4.1.2. Project Budget
 - 4.1.2.1. Be responsible for budget management in cooperation with input from the CITY and project design team. Provide continual monitoring of budget from design through implementation.
 - 4.1.2.2. Develop comprehensive quantitative cost estimates for construction document phase including the 70% submittal. Estimates should align with the anticipated bid package structure and be phased according to the project's funding tranches.
 - 4.1.2.3. Provide value engineering and constructability reviews of the contract documents
- 4.1.3. Provide a Guaranteed Maximum Price (GMP) for the project. CMaR will be required to engage subcontractors to solicit pricing for the main trade work. GMP must be submitted to the City of Mankato at the 100% design submittal for final approval.
 - 4.1.3.1. Multiple grants will be needed to align with the funding plan. Each grant award will require a GMP.
- 4.1.4. Prepare, implement, and maintain contracts, purchase orders, insurance certificates and bonds with all sub-contractors and suppliers
- 4.1.5. Prepare, submit, and coordinate city and building permitting documents including but not limited to all Buy American requirements.
- 4.1.6. CMaR is responsible for meeting Buy American provisions. In the event the contractor cannot source American-made materials and equipment without significant impact to the project, the contractor will submit Buy American waiver documents to the CITY and FAA for review and approval once the subcontractor bids are done and materials are known.
- 4.1.7. Assist and/or lead tracking and submission of Minnesota B3 required items to obtain certification. Contractor to provide input during the design phase in collaboration with the design team.

4.2. Construction Services

- 4.2.1. Provide comprehensive construction phase administration including on-going full-time site supervision, coordination, project management and inspection of work
- 4.2.2. Obtain approvals from regulatory agencies
- 4.2.3. Establish and maintain a project financial status reporting system

- 4.2.4. Monitor and enforce the construction schedule
- 4.2.5. Develop and maintain submittals, shop drawings, samples and change directive logs. Indicate any electronic or web-based project management systems your firm provides for these processes
- 4.2.6. Analyze, negotiate, and process change orders and other change directives
- 4.2.7. Prepare project construction reports, minutes, and schedules
- 4.2.8. Develop and implement a quality assurance plan
- 4.2.9. Maintain record document set
- 4.2.10. Assist in punch list preparation, substantial completion, and final completion inspection
- 4.2.11. Review, make recommendations and process contractor payment applications
- 4.2.12. Monitor contractor safety programs
- 4.2.13. Managing prevailing wage reporting
- 4.2.14. Assist in grant and sustainability/B3 reporting

4.3. Post-Construction Services

- 4.3.1. Assist in reviewing and preparing all close-out documents including warranties, operating and maintenance manuals; schedule and coordinate training of systems components with the CITY
- 4.3.2. Manage transfer of building operation to the CITY
- 4.3.3. Monitor and follow up on any warranty issues throughout the one-year warranty period

4.4. Project Closeout

- 4.4.1. Include all basic services rendered after the completion of a construction contract and final inspections, punch list and a report of the completed project for FAA submission. Include as-builts drawings (prepared from contractor's redlines), summary of material testing, change orders, grant amendment, final financial summary, and obtain release of liens from all contractors.
- 4.4.2. Obtain all contractors and subcontractors Form IC134 (Contractor Affidavit) and submit to Minnesota Department of Revenue for certification to receive final payment.

4.5. Federal Requirements

- 4.5.1. Comply with current FAA Airport Improvement Program federal contract provisions, included in **Appendix C.** Incorporate any updates to the provisions during the life of the project.
- 4.5.2. Compliance with Airport Construction Standard (AC 150/5370-10H) General Provisions included in **Appendix D.**

5. Proposal Format and Layout

All Proposals statements shall be limited to 40 single-sided pages (or 20 double-sided pages). The proposal cover, tabs, and back cover are not considered part of the page count.

Generally, the format for the Proposal shall be as follows:

5.1. Executive Summary

- 5.1.1. Prefacing the submittal document, the CMaR firm shall provide an Executive Summary of three (3) pages or less, which gives in brief concise terms a summation of the submittal document.
- 5.1.2. The Executive Summary shall include a brief statement of why your firm would be the best choice to provide the requested services, and signature of authorized officer of the firm who has legal authority in such transactions. Include name, address and telephone number of person or persons, in your organization authorized to negotiate contract terms and render binding decisions.

5.2. Firm/Corporate Information

- 5.2.1. Provide a brief profile and history of the firm including how long the firm has been in business and a summary of the types of projects the firm specializes in including relevant experience to provide the requested services for similar projects.
- 5.2.2. List the location of the office(s) to perform the work.
- 5.2.3. Type of organization (individual, partnership, corporation, etc.)

5.3. Personnel Information

- 5.3.1. Prepare an organization chart that identifies personnel, including names and titles, that would perform work for this project.
- 5.3.2. Identify corporate management/project executive, project management, estimator, scheduler, project superintendent, and safety manager
- 5.3.3. Include the following information in each resume
 - Name
 - Project Role
 - Firm Role/Title
 - Years of Experience
 - Education
 - Similar Relevant Experience/Projects

5.4. Project Understanding, Methodology and Approach

- 5.4.1. Describe your firm's understanding of this project including your firm's understanding of the work involved and any identified significant challenges that could impact the progress of the work.
- 5.4.2. Describe your firm's approach and methodology to providing CMaR services for this project. Specifically address the following items:

- 5.4.2.1. Firm's approach to sub-contractor engagement, bid review, and recommendation.
- 5.4.2.2. Firm's approach to project schedule development and management.
- 5.4.2.3. Firm's approach to project estimating and cost management.
- 5.4.2.4. Firm's experience with Minnesota B3, sustainable construction, and documentation.
- 5.4.2.5. Describe your firm's project safety program and any violations of your firm's program or State regulations in the past 5 years.
- 5.4.2.6. Provide your firm's Disadvantaged Business Enterprise (DBE) utilization plan for those DBEs that meet the new¹ certification standards.
- 5.4.2.7. Provide your firm's FAA Buy American Preference and Build America, Buy America (BABA) requirement compliance in relation to the proposed project.
- 5.4.2.8. Describe your firm's communication processes during pre-construction and construction phases. How does your firm handle communication for construction meetings and submittals?
- 5.4.2.9. Describe your firm's construction coordination and quality control processes.
- 5.4.2.10. Describe any of your firm's unique qualifications, tools, or processes that will be employed for the benefit of this project.
- 5.4.3. Describe your firm's management approach and methods for developing and implementing the scope of work with the airport, including how to effectively coordinate with multiple stakeholders.
- 5.4.4. Describe your proposed methodology for determining the best value design, incorporating aesthetics and building materials.
- 5.4.5. List any challenges you have identified with the project and how your firm would work to manage them effectively.

5.5. Demonstrated Experience

- 5.5.1. Describe your firm's recent relevant experience and qualifications to provide the services requested, specifically Construction Manager at Risk services.
- 5.5.2. Provide five (5) previous projects completed by your firm or are currently in progress that are similar in scope to this proposed project (with 3 completed within the last 5 years), or that give your firm the required experience needed for this project. Do not use more than two pages per project. At a minimum, please provide the following details for each project:
 - Project name, description, and scope
 - Project location
 - Owner name & contact person with telephone and email for referral purposes
 - Your firm's role in the project delivery, i.e. Prime or sub

¹ Interim Final Rule (§§ 23.3, 26.5)

- Project delivery method, i.e. CMaR, CMA, Design-Bid-Build
 - Significant project challenges encountered and your efforts to overcome them
 - Your Construction Management Fees
 - Proposed construction budget vs. actual
 - Proposed design & construction schedules vs. actual
- 5.5.3. List and describe any current or ongoing litigation, arbitration and/or claims filed by your firm against any project owner because of a contract dispute.
- 5.5.4. List and describe any current or ongoing litigation, arbitration and/or claims claim filed against your firm.
- 5.5.5. List and describe termination from any projects or cancelled Master Agreements prior to original contract end date in the last ten years.

5.6. Fee Proposal

- 5.6.1. Submitted in a separate sealed envelope marked with “Fee Proposal”, the project name and proposing firm’s name. CMaR fees include preconstruction services, construction management fee, and general conditions, and will all be evaluated with the CMaR selection.
- 5.6.1.1. Include Responsible Contractor Certificate of Compliance found at **Appendix A.**
 - 5.6.1.2. The Preconstruction Services Fee consists of cost and profit and is submitted as a lump sum on the **Appendix B Fee Summary Spreadsheet.**
 - 5.6.1.3. General Conditions consists of known construction costs like mobilization, project office, utilities, project administration, permits, staging, equipment, and clean-up. These costs are submitted as a lump sum.
- 5.6.2. Provide your firm’s proposed CMaR Fee as a percentage of estimated construction cost (\$25.3M). Construction Management Fee consists of field supervision & subcontract administration and is submitted as a percentage of the overall estimated cost of the project but once established it is written into the contract as a lump sum or fixed fee that would not be increased or decreased with fluctuations in actual project construction costs. The fee would be subject to equitable adjustments for approved delays.
- 5.6.2.1. Provide your firm’s Hourly Rate Schedule for team roles listed above and other roles you anticipate on this project.
 - 5.6.2.2. Provide your firm’s anticipated expenses or other related costs/overhead.
- 5.6.3. Pricing submitted under the RFP for the CMaR delivery is not negotiated. The fees and general conditions submitted are final as they are a competed factor in the award.

6. Procedures for Submitting Proposals

Questions concerning this RFP shall be submitted to Shawn Schloesser via email on or before **January 20, 2026**. All parties will receive the response and question regardless of author.

Shawn Schloesser, Associate Director Transportation Planning Services
sschloesser@mankatomn.gov

To facilitate an equitable review process, submissions should conform to the following format: Paper regardless of size is one page. Double sided printing is two pages.

Proposals include one (1) complete original, five (5) complete copies of the original; and other related documentation required by this RFP as well as one (1) electronic copy (USB drive).

Submit proposals in a sealed envelope marked:

“RFP Airport Construction Manager at Risk Services”

Address proposals to:

Intergovernmental Center
10 Civic Center Plaza
Post Office Box 3368
Mankato, MN 56002-3368

6.1. Duration of offer

Proposals submitted in response to this RFP are valid for ninety (90) days following the date of submission on proposals. This period may be extended by written mutual agreement between Owner and the respondent.

6.2. Completion of RFP Responses

An RFP Response Package may be rejected if it is conditional; incomplete; contains conflicting, false, or misleading statements; or provides references that contradict or do not support an attribute or condition stated by the Respondent.

6.3. Addenda to RFP

Any Addendum issued will become part of the RFP. Owner may modify or clarify the RFP by publishing one or more addenda. Addenda will be numbered consecutively in the order they are issued. Respondents will be responsible for meeting the requirements of all addenda and will be required to acknowledge in their response their review of all addenda.

6.4. Government Data Practices

6.4.1. A Qualifications Submittals Package or Proposal submitted to Owner is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Such information is public unless it falls within one of the exceptions in the Act, such as security information or trade secret information pursuant to Minnesota Statutes, Section 13.37.

6.4.2. If a Respondent believes any nonpublic information will be supplied in response to this RFP, it must take reasonable steps to identify and provide reasonable justification to Owner regarding which data, if any, falls within an applicable exception under the Minnesota Government Data Practices Act. However, the Respondent agrees as a condition of submitting a Qualifications Submittal Package or a proposal that Owner will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality or other disclosure as may be related to the submitted documents. The Respondent agrees, by submitting a Qualifications Submittal Package or proposal, to indemnify Owner from any liability resulting from any and all third-party claims and/or losses which may arise as a result of the disclosure of, or failure to disclose, information.

6.5. Disposition of RFP and RFP Responses

All materials submitted in response to this RFP and RFP will become property of Owner and will become a public record in accordance with Minnesota Statutes, Section 13.591, after the evaluation process is completed. Owner will not consider the prices submitted by a Respondent to be trade secret materials.

7. Timeline of Events

Release of RFP	January 13, 2026	D-Day
Questions Due	January 20, 2026	D+7
Pre-Bid Meeting	January 22, 2026	D+9
Answers to Questions	January 22, 2026	D+9
Proposal Due by 3:00 pm central time	January 28, 2026	D+15
<i>If needed interview announcement</i>	<i>February 3, 2026</i>	<i>D+21</i>
Selection Announcement	February 2026	

7.1. Pre-Bid Meeting

January 22, 2026, at 11:00 am
Minnesota Valley Room
Intergovernmental Center
10 Civic Center Plaza
Mankato, MN

8. Evaluating the Desired Qualifications

Evaluation and award will be conducted in an open, competitive, and objective manner in accordance with Minnesota Statute 471.463 and the City of Mankato Financial Management Policies addressing procurement policies using the scoring method below. Owner may request additional or clarifying information from respondents as necessary. All responses deemed complete will be scored based upon the following factors:

Category	Weight	Key Focus Areas
Preconstruction Services	25%	Project understanding, value engineering, constructability review, scheduling and phasing input
Experience and Past Performance	25%	Relevant CMAA aviation projects, collaboration history, CPARS ratings, client references
Key Personnel and Team	20%	Project Management and preconstruction lead qualifications, superintendent experience, staffing plan and collaboration
Cost Proposal & GMP Methodology	20%	Fee structure transparency, GMP development process, cost control systems, contingency management
Risk Management and Compliance	10%	Risk identification and mitigation, FAA AMS compliance, Buy American Act, DBE participation

Following submittal, the Proposals will be reviewed and evaluated. Based upon the written submissions in response to this RFP, the CITY will rank the firms in each criterion that it feels are most qualified to provide the required services. At its sole discretion, the CITY may interview all proposers, or make its final selection based entirely upon the written response to the RFP. Interview scoring will be based on the percentages described.

9. Selection and Negotiation

The length of this Construction Manager Agreement will be for the duration of the project, or five (5) year term from the date of contract execution. The CITY has the option to extend the contract for an additional year(s), as needed to complete the required scope of work.

Based on a combination of the evaluation of the Statement of Proposals and results of the presentation and interview, if necessary, the Selection Committee shall recommend to the Mankato City Council the highest ranked CMAA firm for selection.

All firms are responsible for costs associated with the preparation of materials in response to this RFP, the CITY assumes no responsibility for any such costs.

- 9.1.1. Contract terms will be based on AIA Document A133 2019, Standard Form of Agreement between the Owner and Construction Manager as Constructor where the basis of payment is the Cost of Work Plus a Fee with a GMP and Compliance with

Airport Construction Standard (AC 150/5370-10H) General Provisions included in
Appendix D.

9.2. Rights Reserved by Owner

9.2.1. Notwithstanding anything to the contrary, Owner reserves the right to:

9.2.1.1. Negotiate any aspect of a proposal with any Respondent and negotiate with more than one Respondent.

9.2.1.2. Select for CMaR contract negotiation a proposal that is not the lowest cost.

9.2.2. Add subsequent or withdraw or reduce work packages to or from the CMaR's contract when they are defined and funded.

10. Insurance Requirements

Before beginning work on a contract, the Contractor must submit to the CITY, and obtain the CITY's approval, a certificate of insurance. This certificate shall be composed of a Standard Form C.I.I.I.-701 or an ACORD 25 Form. The certificate of insurance shall list the CITY as the policies additional insured and shall be maintained at all times throughout the life of the contract and provide for the following minimum coverage.

Comprehensive General Liability: \$1,000,000.00 per occurrence; \$2,000,000 aggregate

Automobile Liability for All Automobiles: \$1,000,000.00 combined single limit

Workman's Compensation: Statutory Amounts

The insurance cancellation language should state that the company will provide the CITY with 30 days' written notice of cancellation (including this requirement in bid specifications if applicable). Each proposer shall confirm its ability to meet the insurance requirements for this project.

11. Mandatory Disclosures

By submitting a proposal, each Bidder understands, represents, and acknowledges that:

11.1. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.

11.2. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.

11.3. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.

11.4. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

11.5. For all contracts for goods and services in excess of \$100,000, the CITY shall not accept any bid or proposal for a contract or agreement from any business having more than 40 full-time employees within this state on a single working day during the previous 12 months, unless the firm or business has an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals submitted to the commissioner of human rights for approval. The CITY shall not execute the contract or agreement until the affirmative action plan has been approved by the commissioner of human rights. Receipt of a certificate of compliance from the commissioner of human rights signifies that a business has an approved affirmative action plan². A certificate is valid for two years. Each firm submitting a proposal must transmit documentation indicating the firm's compliance or exemption from the above requirements.

11.6. A contract for goods or services in excess of \$100,000 to be entered into between the CITY, and a business that is not subject to paragraph 11.5 above, but that has more than 40 full-time employees on a single working day during the previous 12 months in the state where the business has its primary place of business. The CITY may not execute a contract or agreement with a business covered by this paragraph unless the business has a certificate of compliance issued by the commissioner under paragraph 11.5 above, or the business certifies to the contracting agency that it is in compliance with federal affirmative action requirements³.

11.7. Data supplied in response to this RFP by businesses, firms and individuals is governed by the Minnesota Government Data Practices Act in that:

- a. The information requested will be used to evaluate each Proposal.
- b. The proposer is not legally required to supply this information; however, failure to supply the information requested may result in that proposal receiving lesser consideration and a determination by CITY that the proposer is non-responsive.
- c. The public is authorized to receive information that is not classified by law as private, confidential, or non-public data. The proposer is responsible for clearly identifying any data classified by law as private, confidential or non-public data and providing the specific basis for the classification when the data is submitted to CITY.

The CITY reserves the right to reject any and all Statement of Proposals or to re- advertise for additional Statement of Proposals.

Organizational Conflict of Interest

The Respondent warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons or organizations:

² Minnesota Department of Human Rights Affirmative Action Certification (MN Statute §473.144)

³ Minnesota Department of Human Rights Affirmative Action Certification (MN Statute §473.144)

- A Respondent is unable, or potentially unable, to render impartial assistance or advice to Owner;
- The Respondent's objectivity in performing the work is or might be otherwise impaired;
- The Respondent has an unfair competitive advantage.

The Respondent agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to Owner, that shall include a description of the action the Respondent has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, Owner may, at its discretion, cancel the contract. In the event the Respondent was aware of an actual or perceived organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the Contracts Administrator. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract" and "Contracts Administrator" modified appropriately to preserve Owner's rights. Owner may, in its sole discretion, waive any conflict of interest.

Laws and Regulations

Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minnesota Statutes, Section 471.463.

Appendix A: Responsible Contractor Certificate of Compliance

Appendix B: Construction Manager at Risk Fee Summary

Appendix C: Federal Contract Provisions

Appendix D: Compliance with Airport Construction Standard General Provisions

Appendix A: Responsible Contractor Certificate of Compliance

Contractor's Compliance

I affirm under oath that by submitting this proposal all prime and subcontractors party to this proposal are in compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3.

Signed:_____

Printed Name:_____

Title:_____

Date:_____

Appendix B Construction Manager at Risk Fee Summary

CONSTRUCTION MANAGER AT RISK FEE SUMMARY				
MANKATO AIRPORT TRAFFIC CONTROL TOWER				
Firm Name:				
Preconstruction Services				
Description	Quantity	Unit	Unit Cost	Total
Project Director	0	Hour	\$0.00	\$0.00
Preconstruction Manager		Hour		\$0.00
Cost Estimator		Hour		\$0.00
Safety Manager		Hour		\$0.00
Senior Project Manager		Hour		\$0.00
Project Manager		Hour		\$0.00
Assistant Project Manager		Hour		\$0.00
Project Administrator		Hour		\$0.00
Senior Superintendent		Hour		\$0.00
Project Superintendent		Hour		\$0.00
Assistant Superintendent		Hour		\$0.00
Other		Hour		\$0.00
Preconstruction Phase Services (labor):				\$0.00
Profit				\$0.00
Total Lump Sum				\$0.00
General Conditions				
Lump sum (provide additional documentation summarizing amount)				\$0.00
Lump sum (provide additional documentation summarizing amount)				\$0.00
Total General Conditions:				\$0.00
Construction Management Fee (Based on estimated \$25.3M Construction Cost)				
Proposed Construction Manager Fee				%
Construction Manager at Risk Total Estimated Compensation:				\$0.00
*Expenses listed above reflect the total anticipated CMaR compensation, including any portion of the General Conditions that the CMaR expects to self-perform, and / or equipment that will be provided to the project by the CMaR.				

Appendix C: FAA Federal Contract Provisions

Appendix D: Standard Specifications for Construction of Airports