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Minnesota’s Commitment to Diversity and Inclusion

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the state are representative of Minnesota’s communities and include businesses owned by minorities, women, veterans and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within the state’s communities and fosters economic development and equality.

To further this commitment, the Minnesota Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to www.mmd.admin.state.mn.us/mn02001.htm.

This document is available in alternative formats for persons with disabilities by calling Ashley Duran at 651-366-4627 or for persons who are hearing or speech impaired by calling the Minnesota Relay Service at 1-800-627-3529.

This request for letters of interest does not obligate MnDOT to award a contract or complete the project, and MnDOT reserves the right to cancel the announcement if it is considered to be in its best interest.

PROJECT SPECIFIC INFORMATION

Project Description:
The Northern Lights Express (NLX) is a proposed high speed intercity passenger rail service that would operate between Minneapolis and Duluth on approximately 152 miles of railroad track within an existing BNSF railway track. This project is being planned by MnDOT in consultation with the Federal Railroad Administration (FRA) and with cooperation from the Minneapolis-Duluth/Superior Passenger Rail Alliance, Wisconsin Department of Transportation, and local communities. The project corridor runs through Hennepin, Isanti, Kanabec, Pine, Carlton and St. Louis counties in Minnesota, and Douglas County in Wisconsin. The Tier 1 Environmental Assessment for the project corridor received a Finding of No Significant Impact (FONSI) in August 2013. See project website at http://www.dot.state.mn.us/nlx/.

On behalf of the FRA, MnDOT’s Cultural Resources Unit (CRU) completed a Phase IA archaeological study in 2013 to consider potential effects to archaeological resources (see attached study) within the Area of Potential Effect (APE) for the project. That study included a literature review of previously recorded archaeological sites within one mile of the project area to aid in assessing archaeological potential within the APE. Three previously identified archaeological sites were noted within or adjacent to the project area, but none were located within areas where construction activities were planned to extend beyond the existing track bed.

Since the completion of the Phase IA study in 2013, which was focused on the broad overall corridor, additional engineering and planning work has identified specific locations for track and infrastructure improvements, all station sites and potential layover and maintenance sites.

This project requires a Phase I archaeology survey and any follow-on Phase II evaluations along selected locations of the Burlington Northern Santa Fe (BNSF) Railway corridor between downtown Minneapolis and Duluth, and may include all the counties noted above in Minnesota and Wisconsin. The APE for archaeology is the same as the construction footprint and includes all areas of proposed construction activities or other potential ground disturbing activities associated with construction of the project.

Archaeological review and potential Phase I survey will be required for the following project elements:
Stations:
- Target Field Station
- Coon Rapids (Foley Boulevard)
- Cambridge
- Hinckley
- Superior, Wis.
- Duluth

Layover and/or maintenance facility locations:
- Sandstone
- Duluth

Track Improvements

(see attachments, posted separately from this announcement, for layouts of station and facilities)

Please Note: The project will use the existing BNSF track from Minneapolis to Duluth. The track and bridge improvements are subject to ongoing discussion with the railroad and final decisions on the amount of work to be completed by MnDOT or by the railroad will be provided as decisions are made. The following list is intended to provide a general picture of the work anticipated; a final scope of work and budget will be developed when the archaeology consultant is selected.

- New second track near Minneapolis Jct. for a distance of approximately 3,000 feet
- New third main track from Northtown Yard to Coon Creek Junction (approx. 6.2 miles)
- In conjunction with a new third main track, new railroad bridges will be added over Mississippi Street, Rice Creek, Coon Creek
- Modification of Hwy 610 overpass in Coon Rapids to accommodate third main track
- Extend existing sidings-Hinckley subdivision, up to 4 miles in multiple locations
- Bridge/culvert replacement north of Coon Creek Jct.(Hinckley subdivision)
- New double track near Superior (approx. 4.5 miles in two separate segments)
- New track in Duluth (approx. 2 miles)
- In conjunction with new track in Duluth, new railroad bridge over a water inlet
- Safety improvements at grade crossings (anticipate approximately 40 grade crossings throughout corridor anticipated for survey)

Archaeological Survey Information

The successful responder will utilize the previous Phase IA survey, and new information developed since that study, to identify areas with archaeological potential for Phase I field investigation. The successful responder will provide a testing plan identifying methodology for submission to MnDOT’s CRU/FRA review prior to proceeding with Phase I field investigation. The successful responder will prepare a Phase I letter report, and will include recommendations for any Phase II work. A separate scope and budget would be developed for Phase II work at that time. The successful responder will prepare Office of the State Archaeologist (OSA) site forms for each identified site and will be submitted to OSA for review and assignment of site numbers. If Phase II work is completed, the successful responder will prepare a final combined Phase I/II report.

Deliverables

Under this contract, the successful responder will deliver the following:
- Written recommendation detailing proposed approach/testing plan and sites for Phase I survey
- Phase I draft letter report, including recommendations for any Phase II archaeological work
- Phase I/Phase II Final report that conforms to MnDOT’s CRU/the Minnesota State Historic Preservation Office (SHPO) standards http://www.mnhs.org/shpo/survey/archsurvey.pdf
- Archaeological site forms for submittal to OSA
- Up to two draft copies and 10 final copies of the report will be provided along with one compact disc containing and electronic (PDF) report copy, site forms, and Geographic Information System (GIS) data.
- GIS data that conforms to MnDOT’s CRU standards (http://www.dot.state.mn.us/cultural resources/gisregs.html)

(CSS/CM Last Updated 4/06/2016)
Timeline:
Based on an assumed notice to proceed date of June 1, 2016, following is the anticipated schedule for this project:
- Letter with recommendations for field investigations and testing plan, delivered no later than June 30, 2016
- Phase I draft letter report, with recommendations for any Phase II work, delivered no later than September 1, 2016
- Phase II letter report (if necessary), delivered no later than November 1, 2016
- Phase I/II Final report, delivered no later than December 1, 2016

Responder Requirements
In order to submit a letter of interest, responders must be pre-qualified at the time this announcement is made available, in the work type(s) identified above. This project has its own “Official Pre-Qualified Consultant List” that indicates the responders that are eligible to submit for this specific project, which has been posted separately from this announcement. Note: If responders are not pre-qualified for all work types needed for a project, they must make arrangements to subcontract with firms that are pre-qualified for those work types. If applicable, the responder must identify, in the letter of interest, their subcontractor and which work type the subcontractor will be completing.

If there are no firms listed on the “Official Pre-Qualified Consultant List” for an identified work type(s), the responder may provide the work themselves or they may subcontract with any firm they choose.

QUESTIONS
Prospective, pre-qualified responders who have any questions regarding this request for letters of interest must submit questions, by e-mail, to:
Ashley Duran, Contract Administrator
ashley.duran@state.mn.us

All questions and answers will be posted, verbatim, on MnDOT’s Consultant Services Web Page, at:
http://www.dot.state.mn.us/consult/notices.html. Potential pre-qualified responders are responsible for checking the web page for any addendums to this announcement and any questions that have been answered.

Questions regarding this announcement must be received, via e-mail, by the Contact Administrator identified above no later than 2:00PM Central Daylight Time on Thursday, April 28, 2016.

MnDOT anticipates posting answers to all questions received by 2:00PM Central Daylight Time on Friday, April 29, 2016.

No other MnDOT personnel are allowed to discuss this announcement before the letter of interest submission deadline. Contact regarding this announcement with any personnel not listed above could result in disqualification.

LETTER OF INTEREST CONTENT AND FORMAT
The letter of interest must not exceed 7 single-sided, 8.5”x11” pages, with no smaller than 11 point font.

In addition, responders must submit a project specific Quality Management Plan (QMP), separate from the letter of interest. The QMP must not exceed 2 single-sided, 8.5”x11” pages, with no smaller than 11 point font.

If a responder’s letter of interest and/or QMP exceed the page limit(s) identified above, the excess pages will not be reviewed, regardless of content. Note: required forms are NOT included as part of the page limit.

The letter of interest must adhere to the following format:

1. Contact Information:
The purpose of this section is for the responders to identify their contact information. Responder’s must list the company’s full legal name, business address, contact person’s name and title, telephone number, fax number and e-mail address (as available).

2. Eligibility:
The purpose of this section is for responders to confirm that they, and (if applicable) their subcontractor(s) are pre-qualified in the required work type(s).
3. **Project Understanding:**
   The purpose of this section is for the responders to demonstrate their understanding of the project. Responders must clearly state their understanding of the project objectives, goals and tasks to show or demonstrate their view of the nature of the project. Responders should demonstrate their understanding by using their own words rather than simply repeating what is listed in the announcement.

4. **Responder Experience & Qualifications (Company & Key Personnel):**
   The purpose of this section is for responders to provide information detailing the background and experience of the company, and the project personnel. To do this, responders must:
   - Provide an outline of their background and experience, with examples of similar work done.
   - List the personnel who will be working on this project, specifically detailing their training and work experience.

   If sub consultants are to be used on this project, responders must also outline their background and experience, including examples of similar work done by each sub consultant. Responders must also provide a list of the sub consultants’ personnel who will perform work on the project, detailing their training and work experience.

   Note that no change in personnel assigned to the project will be permitted without the written approval of MnDOT’s Project Manager. Responders must be sure to specifically address required and/or desired skills and qualifications listed above, if applicable.

   Qualification and experience of the “firm” should be demonstrated by the experience of the personnel proposed.

5. **Work Plan – Project Approach:**
   The purpose of this section is for responders to present their work plan. Responders must provide a detailed work plan, which must identify the major tasks to be accomplished. Responders must be sure to not only describe what will be done, but explain how each task will be accomplished. These tasks will be used as a scheduling and management tool, as well as the basis for invoicing. The detailed work plan must present:
   - The Overall Project Approach
   - A Breakdown of the Project Tasks, detailing the tasks, and how they will be completed
   - Deliverable Due Dates and an Overall Project Schedule
   - A List of Personnel Working on the Project, including details of each person’s role, by task

6. **Deliverables:**
   Responders must provide a clear and detailed description, format and schedule of the deliverables to be provided in order to meet the needs of the project.

7. **Quality Management Plan:**
   The purpose of this section is for responders to present their Quality Management Plan (QMP). Responders must provide a project specific QMP that will be used on the project. The QMP must specify how responder will perform Quality Assurance and Quality Control (QA/QC) activities throughout the duration of the project to ensure delivery of a quality product in a timely manner that conforms to established contract requirements. Components of the QMP must include the following project specific items (as outlined in MnDOT’s current QMP Manual located at http://www.dot.state.mn.us/design/qmp/index.html):
   - A List of Requirements
   - Intent of the QMP
   - Philosophy of the QMP
   - Technical Document Review Process
   - Checking Procedures
   - Quality Control Verification
   - Definitions

   QMP evaluation criteria will focus on the strength and clarity of QMP, what value is added and the project specific scalable components of size, risk and complexity. Both the technical competencies of staff involved in this effort and the components of the QMP will be evaluated. Components of the QMP must include the following project specific items: a list of requirements, intent of the QMP, philosophy of the QMP, technical document review process, checking procedures, quality control verification and definitions. Proposals should indicate specifically how the QMP will be applied to this project.

(CSS/CM Last Updated 4/06/2016)
8. **Forms, Documents and Certifications:**
Separate from the letter of interest, responders must complete and submit all required forms, documents and certifications, required under any other section of this announcement. These forms, documents and certifications will NOT be included in any page limit set for this announcement, as applicable.

   a. **Required Forms and Documents:** Responders must complete and submit the forms and documents required under any other section of this announcement.

**RESPONSE SUBMITTAL INSTRUCTIONS**
Responders must submit 1 hard copy of the letter of interest, along with one copy of the entire response in electronic format (CD-ROM or flash drive). Responses must be submitted in a sealed mailing envelope or package, clearly marked “Response” on the outside. An authorized member of the firm must sign the response.

All letters of interest must be mailed (United States Postal Service), expressed (UPS, FedEx or other similar express carrier) or dropped off to the attention of:

Ashley Duran, Contract Administrator
Minnesota Department of Transportation
Consultant Services Section, Mail Stop 680
395 John Ireland Boulevard
St. Paul, Minnesota 55155-1800

**Responses must be received no later 2:00PM Central Daylight Time on Friday, May 6, 2016.** Please note that MnDOT Offices do not allow non-MnDOT employees to have access to the elevators or the stairs. Note:
- You may enter the Transportation Building through either Rice Street (1st floor) or John Ireland Boulevard (ground floor)
- **Letters of interest are accepted at the 1st Floor Information Desk only** (the receptionist will call the Contract Administrator to come down and to time stamp the response)
  - If you enter the Transportation Building on Rice Street, walk straight ahead to the information desk
  - If you enter the Transportation Building on John Ireland Boulevard, walk up the stairs, turn right and walk straight ahead to the information desk

**RESPONSE EVALUATION**
Representatives of MnDOT will evaluate all letters of interest received by the deadline. In some instances, an interview may be part of the evaluation process. A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which letters of interest will be judged are broken down in the following table:

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<thead>
<tr>
<th>Rating Factor</th>
<th>Weighting Percentage</th>
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<tbody>
<tr>
<td>Project Understanding:</td>
<td>10%</td>
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<tr>
<td>Responder Experience and Qualifications (Company &amp; Key Personnel):</td>
<td>30%</td>
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<tr>
<td>Work Plan – Project Approach:</td>
<td>35%</td>
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<tr>
<td>Deliverables:</td>
<td>15%</td>
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<tr>
<td>Quality Management Plan:</td>
<td>10%</td>
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**GENERAL REQUIREMENTS**
Responders must adhere to all terms of this announcement.

Late letters of interest will not be considered. Fax and e-mail responses will not be considered. All costs incurred in responding to this announcement will be borne by the responder.

**Affidavit of Noncollusion**
Responders must complete the attached “Affidavit of Noncollusion” form and submit it as part of their response.

**Conflicts of Interest**
Responders must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this announcement. This list should indicate the name of the entity, the relationship and a discussion of the conflict. Responders must complete the attached “Disclosure of Potential Conflict of Interest” form and submit it as part of their response.
Letter of Interest Certification
By submitting a letter of interest, responders warrant that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the responder to suspension or debarment proceedings, as well as other remedies available to MnDOT, by law.

Disposition of Responses
All materials submitted in response to this announcement will become property of MnDOT and will become public record, in accordance with Minnesota Statutes §13.591, after the evaluation process is completed. Pursuant to the Statute, completion of the evaluation process occurs when MnDOT has completed negotiating the contract with the successful responder.

If a responder submits information in response to this Announcement that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:
- Clearly mark all trade secret materials in its response at the time the letter of interest is submitted;
- Include a statement with its response justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the state, its agents and employees, from any judgments or damages awarded against the state in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MnDOT’s award of a contract. In submitting a letter of interest, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of MnDOT. MnDOT is required to keep all the basic documents related to its contracts, including responses to announcements, for a minimum of seven years.

MnDOT will not consider any prices submitted, by the successful responder, during the contract negotiation period to be proprietary or trade secret materials.

Contingency Fees Prohibited
Pursuant to Minnesota Statutes §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Sample Contract
Responders should be aware of MnDOT’s standard contract terms and conditions when preparing their letter of interest. Responders may view the current version of the Professional/Technical Low Risk – Engineering & Related contract template on the Consultant Services website, on the “P/T Contract Documents” page, at: http://dotapp7.dot.state.mn.us/edms/edmsDocumentLinks.jsp?folderId=525083. Much of the language reflected in the contract template is required by statute. However, if a responder does take exception to any of the terms, conditions or language in the contract template, they must indicate those exceptions in their letter of interest. Responders should note that certain exceptions may result in your letter of interest being disqualified from further review and evaluation. Only those exceptions indicated in the letter of interest will be available for discussion or negotiation.

Organizational Conflicts of Interest
The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to MnDOT, or the vendor’s objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration’s Materials Management Division which must include a description of the action which the selected responder has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, MnDOT may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract, and did not disclose the conflict to the contracting officer, MnDOT may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve MnDOT’s rights.
Soliciting Responses from Disadvantaged Business Enterprises (DBE)
The MnDOT Office of Civil Rights has assigned a race/gender neutral goal to this project. Responders are directed to read the DBE Special Provisions, posted along with this announcement. The DBE Special Provisions explains how to comply with the DBE requirements. In particular, see pages one and two regarding documents that a responder must submit with its letter of interest. The form required in the letter of interest can be found on Page 3 of the Special Provisions. To view a listing of certified DBE’s, please contact the MnDOT Office of Civil Rights at 651-366-3073, TTY 651-282-5799, or visit: www.dot.state.mn.us/eeocm.

Human Rights Requirements
For all contracts estimated to be in excess of $100,000.00, responders must complete the attached “Affirmative Action Data” form and submit it as part of their response. As required by Minnesota Rules part 500.3600, “It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rules Part 500.3400 – 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes §363A.36 and Minnesota Rules Part 5000.3400 – 5000.3600 are available upon request from MnDOT”.

Certification Regarding Lobbying
Federal money will be used (or may potentially be used) to pay for all or part of the work under the contract; therefore, responders must complete the attached “Certification Regarding Lobbying” form and submit it as part of their response.

Certification Regarding Debarment and Suspension
Federal money will be used (or may potentially be used) to pay for all or part of the work under the contract; therefore, this contract is a covered transaction for purposes of 49 Code of Federal Regulations (“CFR”) Part 29. As such, the successful responder is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The successful responder will be required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting a response, responders certify as follows:

The certification in this clause is a material representation of fact relied upon by the MnDOT. If it is later determined that the responder knowingly rendered an erroneous certification, in addition to remedies available to the MnDOT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The responder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The responder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Insurance Requirements
A responder’s response must clearly note any exceptions desired to insurance requirements, or the responder will be deemed to have accepted such requirements and waived any request for exception.

1. The successful responder must not commence work under the resulting contract until they have obtained all the insurance described below and the state of Minnesota has approved such insurance. The successful responder must maintain such insurance in force and effect throughout the term of the contract.

2. The successful responder is required to maintain and furnish satisfactory evidence of the following insurance policies:
   a. **Workers’ Compensation Insurance**: Except as provided below, the successful responder must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, the successful responder will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability. Insurance minimum limits are as follows:
      - $100,000 – Bodily Injury by Disease per employee
      - $500,000 – Bodily Injury by Disease aggregate
      - $100,000 – Bodily Injury by Accident

   If Minnesota Statute 176.041 exempts the successful responder from Workers’ Compensation insurance or if the successful responder has no employees in the state of Minnesota, the successful responder must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the successful responder from the Minnesota Workers’ Compensation requirements.

(CSS/CM Last Updated 4/06/2016)
If during the course of the contract the successful responder becomes eligible for Workers’ Compensation, the successful responder must comply with the Workers’ Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

b. **Commercial General Liability Insurance:** The successful responder is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the contract whether the operations are by the successful responder or by a subcontractor or by anyone directly or indirectly employed by the successful responder under the contract. Insurance **minimum** limits are as follows:
   - $2,000,000 – per occurrence
   - $2,000,000 – annual aggregate
   - $2,000,000 – annual aggregate – Products/Completed Operations

The following coverages must be included:
- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured, to the extent permitted by law

c. **Commercial Automobile Liability Insurance:** The successful responder is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:
   - $2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages must be included:
- Owned, Hired, and Non-owned Automobile

d. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance.** This policy will provide coverage for all claims the successful responder may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the successful responder’s professional services required under the contract. The successful responder is required to carry the following **minimum** limits:
   - $2,000,000 – per claim or event
   - $2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the successful responder and may not exceed $50,000 without the written approval of MnDOT. If the successful responder desires authority from MnDOT to have a deductible in a higher amount, the successful responder will make such request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that MnDOT can ascertain the ability of the successful responder to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage must not be after the effective date of the contract and the successful responder must maintain such insurance for a period of at least three years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by the successful responder to fulfill this requirement.

3. **Additional Insurance Conditions:**
   - The successful responder’s policy(ies) must be primary insurance to any other valid and collectible insurance available to the state of Minnesota with respect to any claim arising out of the successful responder’s performance under the contract;
   - If the successful responder receives a cancellation notice from an insurance carrier affording coverage herein, the successful responder agrees to notify the state of Minnesota within five business days with a copy of the cancellation notice, unless the successful responder’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days advance written notice to the state of Minnesota;
   - The successful responder is responsible for payment of contract related insurance premiums and deductibles;

(CSS/CM Last Updated 4/06/2016)
- If the successful responder is self-insured, a Certificate of Self-Insurance must be attached;
- The successful responder’s policy(ies) will include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- The successful responder must obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus), Financial Size Category (FSC) VII or better, and authorized to do business in the state of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the the successful responder’s policy limits to satisfy the full policy limits required by the contract.

4. MnDOT reserves the right to immediately terminate the contract if the successful responder is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the successful responder. All insurance policies must be open to inspection by MnDOT, and copies of policies must be submitted to MnDOT’s Authorized Representative upon written request.

5. The successful responder is required to submit Certificates of Insurance acceptable to the state of Minnesota as evidence of insurance coverage requirements prior to commencing work under the contract.

E-Verify Certification (In accordance with Minnesota Statutes §16C.075)
By submission of a response for services in excess of $50,000, responders certify that as of the date of services performed on behalf of MnDOT, they, and all of their proposed subcontractors, will have implemented, or be in the process of implementing, the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of MnDOT. In the event of contract award, the successful responder will be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with the successful responder and made available to MnDOT upon request.

Resident Vendor Form
If a responder wishes to claim resident vendor status, it must complete the “Resident Vendor” form and submit it as part of their response.

Plain Language and Accessibility Standards
1. **Plain Language.** The successful responder must provide all deliverables in “Plain Language”. Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, the successful responder will take the following steps in the deliverables:
   - Use language commonly understood by the public;
   - Write in short and complete sentences;
   - Present information in a format that is easy-to-find and easy-to-understand; and
   - Clearly state directions and deadlines to the audience.

2. **Accessibility Standards.** The successful responder agrees to comply with the State of Minnesota’s Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this contract. The State of Minnesota’s Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. The successful responder’s compliance with the State of Minnesota’s Accessibility Standard includes, but is not limited to, the specific requirements as follows:
   - All videos must include closed captions, audio descriptions and a link to a complete transcript;
   - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, the successful responder will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
   - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

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(CSS/CM Last Updated 4/06/2016)
Purpose of this Checklist: This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to MnDOT, however, the “Disclosure of Potential Conflict of Interest” form must be submitted with your response.

Definition of “Proposer”: As used herein, the word “proposer” includes both the prime contractor and all proposed subcontractors.

Checklist is not Exclusive: Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form: Proposers must complete the attached disclosure and submit it with their response (or separately, as directed by MnDOT, for projects not awarded through a competitive solicitation). If the proposer determines a potential conflict of interest exists, it must disclose the potential conflict to MnDOT; however, such a disclosure will not necessarily disqualify a proposer from being awarded a contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound response, and it will not be provided to selection committee members. MnDOT’s Contract Management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. MnDOT’s Contract Management personnel may consult with MnDOT’s Project Manager and Department of Administration personnel. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the Commissioner of Administration.

Material Representation: Proposers are required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the disclosure. Information provided on the form will constitute a material representation as to the award of this contract. MnDOT reserves the right to cancel or amend the resulting contract if the proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts: MnDOT recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. MnDOT will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MnDOT’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to MnDOT. MnDOT would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MnDOT must follow statutory guidance on organizational conflicts of interest.

Statutory Guidance: Minnesota Statutes §16C.02, subdivision 10(a) places limits on state agencies ability to contract with entities having an “organizational conflict of interest”. For purposes of this checklist and disclosure requirement, the term “vendor” includes “proposer” as defined above. Pursuant to such statute, “organizational conflict of interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering: The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules Part 1805.0300). Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

(CSS/CM Last Updated 4/06/2016)
An organizational conflict of interest may exist in any of the following cases:

- The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this contract.
- The proposer, or its principals, in previous work for the state has provided the final design or related services that are directly related to performance of work required under this contract. **Comment:** this provision will, for example, disqualify a proposer who performed final design for MnDOT and now seeks to provide construction administration services for that same project. MnDOT believes this is necessary because the firm that prepared the plans may be unable to objectively determine plan errors and omissions. This may cause a situation where: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; and (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired.
- The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity’s interests are, or may be, adverse to the state’s interests with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a MnDOT project if a local government has also retained the proposer for the purpose of persuading MnDOT to stop or alter the project plans.
- This contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to this contract.
- The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this contract, when the value or potential uses of such property may be affected by the proposer’s performance of work pursuant to this contract. “Property affected by the project” includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity’s property may be affected by the proposer’s work pursuant to the contract when such work involves providing recommendations for right-of-way acquisition, access control and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- The proposer has a business arrangement with a current MnDOT employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this contract. This item does not apply to pre-existing employment of current or former MnDOT employees, or their immediate family members. **Comment:** this provision is not intended to supersede any MnDOT policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to “inside” information.
- The proposer has, in previous work for the state, been given access to “data” relevant to this procurement or this project that is classified as “private” or “nonpublic” under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a response for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an “unfair advantage” when such information cannot be provided to other potential proposers. Definitions of “government data”, “public data”, “non-public data” and “private data” can be found in Minnesota Statutes Chapter 13.
- The proposer has, in previous work for the state, helped create the “ground rules” for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

☐ Determined that no potential organizational conflict of interest exists.

☐ Determined that a potential organizational conflict of interest exists, as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature ___________________________ Date _______________________

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MnDOT contract personnel.

Name ___________________________ Phone ___________________________
Instructions: Please return your completed form as part of your response.

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

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);

2. That the attached response, submitted in response to the announcement has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other responder of materials, supplies, equipment or services described in the announcement, designed to limit fair and open competition;

3. That the contents of the response have not been communicated by the responder, or its employees or agents, to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the letters of interest; and

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature:

Responders Firm Name: ____________________________________________________________

Print Authorized Representative Name: ________________________ Title: ______________________

Authorized Signature: ___________________________ Date: __________________________

Notary Public
Subscribed and sworn to before me this:

_______ day of __________________________, ______________

________________________________________
     Notary Public Signature

________________________________________
     Commission Expires
If your response to an announcement is or could be in excess of $100,000.00, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement, and to provide documentation of compliance, if necessary. It is your sole responsibility to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the response and to obtain Human Rights certification prior to the execution of the contract. The state of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

**BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

- Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or-
- Has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. Proceed to Box C. Include a copy of you Certification with your response
- ☐ We do not have a current Certificate of Compliance; However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on ________________ (date). Proceed to Box C.
- ☐ We do not have a Certification of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to Box C. Contact the MDHR for assistance. (See below for contact information)

Please note: Certificates of Compliance must be issued by the MDHR. Affirmative Action Plans approved by the federal government, a county, or a municipality must still be received, reviewed and approved by the MDHR before a certificate can be issued.

**BOX B – For those companies not described in BOX A**

Check below

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to BOX C.

**BOX C – For ALL companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or Contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ___________________________ Date ___________________________

Authorized Signature: ___________________________ Telephone number: ___________________________

Printed Name: ___________________________ Title: ___________________________

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail: The Freeman Building, 625 Roberts Street North St. Paul, Minnesota 55155

Web: www.humanrights.state.mn.us

Email: compliance.mdhr@state.mn.us

TC Metro: 651-296-5663 Toll Free: 800-657-3704

Fax: 651-296-9042 TTY: 651-296-1283

(CSS/CM Last Updated 4/06/2016)
CERTIFICATION REGARDING LOBBYING  
For State of Minnesota Contracts and Grants over $100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

3. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

5. The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

______________________________________________
Organization Name

______________________________________________
Name and Title of Official Signing for Organization

By:

______________________________________________
Signature of Official

__________________
Date
In accordance with Laws of Minnesota 2013, Chapter 142, Article 3, Section 16, amending Minnesota Statutes §16C.02, subdivision 13, a “Resident Vendor” means a person, firm, or corporation that:

1. is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
2. has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the response for which any preference is sought;
3. has a business address in the state; and
4. has affirmatively claimed that status in the response submission.

To receive recognition as a Minnesota Resident Vendor (“Resident Vendor”), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your response.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

1. Is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*
   ___Yes ___No (must check yes or no)

2. Has paid unemployment taxes or income taxes in the state of Minnesota during the 12 calendar months immediately preceding submission of the response for which any preference is sought.
   ___Yes ___No (must check yes or no)

3. Has a business address in the state of Minnesota.
   ___Yes ___No (must check yes or no)

4. Agrees to submit documentation, if requested, as part of the response process, to verify compliance with the above statutory requirements.
   ___Yes ___No (must check yes or no)

BY SIGNING BELOW, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your response submission.

Name of Company:  __________________________________________  Date:  _____________________________

Authorized Signature: _________________________________________ Telephone: ____________________________

Printed Name:  __________________________________________ Title:  _____________________________

IF YOU ARE CLAIMING RESIDENT VENDOR STATUS, SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION.