REQUEST FOR PROPOSALS (RFP)

Minnesota Department of Transportation (MnDOT)

Project Management and Oversight of Five-Year Transit Systems Plans

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 RFP does not obligate MnDOT to award a contract or complete the project, and MnDOT reserves the right to cancel the RFP if it is considered to be in its best interest.

Responses to this RFP will be public information under the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

PROJECT SPECIFIC INFORMATION

Project Overview

2017 Greater Minnesota Transit Investment Plan

The Minnesota legislature directed MnDOT to develop a 20-yr. Greater Minnesota Transit Investment Plan to calculate the need for public transit in Greater Minnesota, develop a plan to meet the need and identify the cost to implement service. MnDOT used a transit need model to estimate total Greater Minnesota ridership need based on demographic factors. This provided the target of providing an annual 17 million rides by 2025. Meaning transit systems provide an additional 4.8 million rides per year in 2025 than today. To increase ridership, MnDOT developed a service plan that addresses the needs of riders and potential riders such as reliability, evening service and weekend service. The service plan has three components:

- Implement the “baseline span of service” that establishes a number of service hours in a community based on its population. This concept “right sizes” transit service for the community.
- Implement improvements to urban services that increase geographic coverage and peak period frequency and that add regional express services.
- Implement improvements to rural services that increase geographic coverage and add frequency of regional service to shopping and medical destinations.

To meet the target, the service plan calls for transit systems to incrementally add 51,000 new service hours each year, as local demand warrants. The transit providers will apply performance standards to track new service. The new service hours will require approximately additional 210 vehicles to be added over time.

Five-Year Transit System Plans

Strategic planning is critical for any organization to improve service and adapt in a constantly changing environment. Transit service is a critical part of the communities where it operates. Future transit service planning needs to be integrated with other local long-range transportation and economic development plans.
The goal of this five-year planning process is for each transit system to understand strengths and weaknesses, identify unmet needs and future transit service changes, and develop a financial plan that is adaptable to changing environments. The five-year plans will help MnDOT and Minnesota Public Transit Association (MPTA) better articulate transit needs to the legislature.

Transit providers and MnDOT agree individual five-year plans will help identify system-specific priorities based on themes from the Greater Minnesota Transit Investment Plan (GMTIP).

Five-year plans will help systems better deliver service and work toward overall goals such as:

- Improve coordination of services to meet transportation needs
- Increase ridership/usage across the network
- Ensure fiscal responsibility as a transit funding agency

Five-year plans will establish a vision and details on service improvements, which will allow transit systems to develop better year-to-year budgets. As the funding and service landscape evolves, there will be an increasing need to consolidate transit services and cooperate with outside entities, including private providers and community-based services to realize economic and service efficiencies. Plans are intended to help systems work with local government officials, local planning agencies, transit system board members and other organizations to prepare for these changes. Transit Directors recognize the importance of involving local officials in planning activities to continue building local support for improving transit systems, including long-term commitment of local funds to leverage state and federal dollars. Consultant teams will be hired to assist each transit provider to develop a five-year plan to address specific community needs and built through local decisions.

Through this RFP, a consultant will be selected to serve as the Project Manager the Five-Year Transit System plans (FYTSP). The Project Manager’s core roles are to oversee the planning consultant teams who will develop the plans with the transit systems, lead communications with all stakeholders and partners and ensure final product quality. Note that, the Project Management consultant will be precluded from being hired as part of a consultant team to actually develop the FYTSPs.

**Project Goal**

The Project Manager will coordinate project management and consultant oversight activities related to the completion of the FYTSP. Activities include, but are not limited to, contract administration and oversight of planning consultant teams, scheduling, budget management, communication, and product quality.

**Scope of Work and Deliverables**

**Task 1: Project Management**

The Project Manager will coordinate project management activities related to the completion of the FYTSP. Activities include, but are not limited to, contract administration and oversight of planning consultant teams, scheduling, budget management, communication, and product quality.

*Deliverable:* The Project Manager will develop a document that describes the processes use to manage the project. The Project Management document will include specific actions about the timeline and work plan, budget and other administrative needs of the planning consultant teams. A draft document will be submitted to the project Management Team (PMT) within 30 days of start.

1.1: **Timeline and Work Plan**

The Project Manager will work closely with the PMT to ensure the FYTSP are completed on time and budget. The Project Manager and PMT will use a detailed work plan to monitor the progress and project milestones and deliverables.

*Deliverable:* A detailed work plan, key checkpoints, deliverables and schedule of all planning consultant teams to facilitate the development each transit system’s plan.

1.2: **Administrative Functions**

The Project Manager will monitor the budget and address the administrative needs of each planning consultant team. An objective for this project is to increase communication and inclusive decision-making with stakeholders and it will be a core function of the Project Manager to connect with project leadership. MnDOT will provide the direction for the Project Manager with consultation from project team members.
Deliverable: The Project Manager will update the PMT bi-weekly via phone, in-person, and e-mail, as appropriate on the progress of each system’s plan, discuss deliverables and ensure deadlines are met.

1.3: Team Member
As a core member of the project team, the Project Manager will use communication and leadership skills to foster positive working relationships with, and between all stakeholders, promote inclusive participation with project leadership and support and elevate the common goals of MnDOT, MPTA and transit directors in decision-making and actions.

Task 2: Communications
A core responsibility of the Project Manager is to ensure all project members and stakeholders are informed and engaged in the process. It is critical that information be available, specifically for the transit systems and consultant teams who will be completing the work.

2.1: Project Advisory Committee
A Project Advisory Committee (PAC), consisting of Transit Directors, staff from Metropolitan Planning Organizations (MPOs) and Regional Development Organizations (RDOs), local government officials, service organization representatives and staff from MPTA and MnDOT will identify key issues and topics for plans to address.

Deliverables:
1. Lead a PAC meeting to introduce and provide an overview within 15 days of Project Management start date.
2. Connect with the PAC meeting approximately every three months, more as needed, to update on the process, challenges, and next-steps of the FYTSPs. Meetings may be in-person or using technology. Providing an e-mail update to the PAC may also be used.
3. Organize PAC meeting to review the draft FYSTPs.
4. Organize the final PAC meeting for project close-out and opportunities for follow-up.

For every meeting, the Project Manager will:
1. Prepare meeting agendas and other relevant materials for meetings.
2. Lead meeting discussions and ensure decisions are made to continue progress.
3. Prepare concise meeting summaries that focus on action items. The action items will be tracked, with a lead person identified and timeframe for resolution.
4. Distribute the meeting summaries, via e-mail, to participants.

2.2: Transit System Directors
The transit directors are the key players in this project. The objective of the FYTSP is to develop plans for each transit system that will organize information, understand local and regional challenges, and define strategies to meet needs in the future. The plans will follow a basic outline of topics but each plan will be developed through the filter of the local environment. Therefore, communication with the transit directors is extremely important.

Prior to the Project Management start work date, the MPTA Board Members will connect with the other transit directors to provide basic information about the project and process. Once hired, the Project Manager will be the official voice for the project and will connect with transit directors on important topics and to gather input. E-mails will be reviewed by the PMT and will be distributed to the transit directors via MPTA e-mail lists. The Project Manager will connect with individuals systems directly.

Deliverables:
1. **Kick-Off Meetings with Transit Directors**: The Project Manager will be hired and start work before the consultant planning teams. To help prepare the transit systems, the Project Manager will organize and lead a kick-off meeting with all transit directors to discuss the overall project, technical requirements of the plans, timeline, processes, role of consultant teams, logistics etc. within the first 30 days of work.
2. **Check-In Meetings**: The Project Manager will organize check-in meetings with transit providers to address questions/needs and update on timelines feedback on consultant teams, challenges, etc. Check-ins may be organized by region or as a large group as appropriate. After the kick-off meeting, the Project Manager will organize three additional calls after first three months, half-way and draft plans. Meetings will be conducted using conference calls/web-based tools.
For every meeting, the Project Manager will:
1. Prepare meeting agendas and other relevant materials for meetings.
2. Lead meeting discussions and ensure decisions are made to continue progress.
3. Prepare concise meeting summaries that focus on action items. The action items will be tracked, with a lead person identified and timeframe for resolution.
4. Distribute the meeting summaries, via e-mail, to participants.

2.3: Consultant Teams
Within the first 14 days of work for the planning consultant teams, the Project Manager will lead a kick-off meeting to introduce the consultant teams and establish the expectations and common understanding that will be a foundation for effective collaboration throughout the project. The Project Manager will follow up the e-mail with a personal phone call to each team lead. The Project Manager will also prepare, schedule and lead meetings with the consultant teams. Meetings can be in-person or via technology, conference call/web session, etc. as appropriate.

Deliverables:
1. Conduct group check-in meetings with all consultant teams at least once per month, as needed.
2. Conduct check-ins with each consultant team at least once per month, more as needed.

For every meeting, the Project Manager will:
1. Prepare meeting agendas and other relevant materials for meetings.
2. Lead meeting discussions and ensure decisions are made to continue progress.
3. Prepare concise meeting summaries that focus on action items. The action items will be tracked, with a lead person identified and timeframe for resolution.
4. Distribute the meeting summaries, via e-mail, to participants.

2.4: Regional Meetings with Consultant Teams and Stakeholders
The FYTSPs will address local and regional challenges and opportunities for public transit. The Project Manager will schedule, organize and lead a kick-off meeting in each region to connect the consultant teams with regional stakeholders within 30 days of consultant teams begin work. Three additional meetings will be held at the interim, draft plan and final plan times. The regional meeting(s) will:
1. Introduce the local consultant teams and PMT members.
2. Detail the purpose and benefits of the five-year plans, benefits of a comprehensive planning approach, process and timeline for each plan.
3. Present an overview of the planning effort; clarify the project scope, background and objectives.
4. Review the plan components and information needs.
5. Discuss local and regional issues and concerns.
6. Present the timeline and next steps.

Deliverables:
For every meeting, the Project Manager will:
1. Prepare meeting agendas and other relevant materials for meetings.
2. Lead meeting discussions and ensure decisions are made to continue progress.
3. Prepare concise meeting summaries that focus on action items. The action items will be tracked, with a lead person identified and timeframe for resolution.
4. Distribute the meeting summaries, via e-mail, to participants.

2.5: Communications Plan
The Project Manager will develop a Communications Plan that includes the processes necessary to fulfill all of the Task 2 requirements. The PMT will review a draft communications plan within 30 days from PM start date.

Deliverables: A Communications Plan

Task 3: Project Implementation and Oversight of Planning Consultant Teams
The third key role of the Project Manager is to oversee the planning consultant teams as they work with the transit systems to develop the plans. The Project Manager will ensure, at minimum, the following:
1. That all plans are completed on time and within budget.
2. That each plan includes the requirement elements as listed in the scope of work.
3. That the consultant teams complete the plans using the methodology provided to them.
4. That they utilize the advisory stakeholders, as recommended.
5. That they address the local needs and challenges of the transit system.

3.1: Data and Information Storage
The Project Manager will utilize and maintain a web-tool (already established) to be a central repository for project-related schedules and resources. The purpose of the portal is to hold all project documents in a secure location for project members to review and provide comments on project documents including presentation materials, meeting agendas, meeting summaries, and draft sections of the plan and supporting documents.

Deliverables: The Project Manager will maintain the web tool and upload all documents and information, as applicable.

3.2: Implementation and Oversight of Planning Consultant Teams
The greater Minnesota transit systems will implement the statewide strategies identified in the GMTIP at the local level. All transit systems must address several topics related to future transit needs and financial planning. However, each plan will be unique to the local environment and situation.

Deliverables: To ensure consistency and quality, the Project Manager will develop an “implementation and oversight document”, which will detail the processes, methods and controls the Project Manager will use to ensure consistency, completion of required plan components, appropriate community involvement, technical accuracy, budget and specific deliverables. The Project Manager will provide a draft document to the PMT within 20 days of start date.

Task 3.3: Manage the Review of Draft Plans
The Project Manager will organize a process to ensure all plans are reviewed for accuracy, completeness and fulfills the needs of the transit providers.

Deliverable: The Project Manager will use members of the PMT, PAC, consultant teams and other stakeholders to review draft documents. The Project Manager will lay out the timeline, specific activities of each part of the process and role of each participant.

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be separated from the required items on the cost proposal.

QUESTIONS
Responders who have any questions regarding this RFP must submit questions, by e-mail only, to:
Ashley Duran, Contract Administrator
ashley.duran@state.mn.us

All questions and answers will be posted on MnDOT’s Consultant Services Web Page at www.dot.state.mn.us/consult under the “P/T Notices” section. All prospective responders will be responsible for checking the web page for any addendums to this RFP and any questions that have been answered. Note that questions will be posted verbatim, as submitted.

Questions regarding this RFP must be received by MnDOT no later than 2:00 p.m. Central Standard Time on March 7, 2018.

MnDOT anticipates posting answers to such questions no later than 2:00 p.m. Central Standard Time on March 8, 2018.

No other MnDOT personnel are allowed to discuss this RFP before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above may result in disqualification.

PROPOSAL CONTENT
The following will be considered minimum contents of the proposal, and must be submitted in the order listed:
1. **Contact Information:**
   Responders must clearly identify the company’s full legal name, business address, contact person’s name, telephone number, fax number and e-mail address (as available).

2. **Project Understanding:**
   The purpose of this section is for the responders to detail 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 RFP.

3. **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.

   Responders should specifically demonstrate the following skills in order to successfully complete this study:
   1. Foster a spirit of cooperating among diverse stakeholders and create a shared vision of public transit.
   2. Demonstrate understanding of the background and vision for the [2017 Greater Minnesota Investment Plan](http://www.dot.state.mn.us/design/qmp/index.html).
   3. Demonstrate extensive project management and facilitation experience and skills
   4. Knowledge of rural public transit service and planning
   5. Demonstrate knowledge and experience in managing multiple consultant teams and communicating with project leaders.

4. **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

5. **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.

6. **Quality Management Plan:**
   Responders must provide a summary of their project specific Quality Management Plan (QMP) that will be used on the project. The QMP summary must state the responder’s intent to fully utilize a comprehensive project specific QMP developed in accordance with MnDOT’s current QMP Manual located at: [http://www.dot.state.mn.us/design/qmp/index.html](http://www.dot.state.mn.us/design/qmp/index.html). The QMP summary should emphasize the responder’s intent to make the QMP project specific to the context of the project involved. The evaluation of the responder’s QMP summary will focus on the responder’s ability to develop a QMP unique to the project. The QMP summary does not eliminate the need for the successful responder to develop and utilize a comprehensive QMP during performance of the work. The summary will only be used as an evaluation tool in the selection process.
7. **Forms, Documents and Certifications:**
   Responders must complete and submit all required forms, documents and certifications, required under any other section of this RFP. These forms, documents and certifications will NOT be included in any page limit set for this RFP, as applicable.
   
a. **Required Forms and Documents:** Responders must complete and submit the forms and documents required under any other section of this RFP.

8. **Cost Proposal:**
   Responders must provide, **in a separate envelope**, one copy of the cost proposal, clearly marked on the outside “Cost Proposal”, along with the responders’ official business name and address. For purposes of completing the cost proposal, MnDOT does not make regular payments based upon the passage of time; it only pays for services performed or work delivered after it is accomplished. Terms of the proposal as stated must be valid for the length of the project. Whether proposing a cost plus fixed fee (profit), hourly rate, unit rate or lump sum budget, responders must include a breakdown (labor, overhead, profit and expenses) showing how the rate was derived. Additionally, if proposing a cost plus fixed fee (profit) budget, responder’s must utilize their current MnDOT approved Overhead rate, but it may not to exceed 160%. For the purposes of this cost proposal, responders should utilize a fixed fee (profit) of 10%. Actual fixed fee (profit) will be determined/calculated by MnDOT upon selection. The responder must include a total project cost along with the following:
   - A breakout of the hours by task for each employee.
   - Identification of anticipated direct expenses.
   - Identification of any assumptions made while developing this cost proposal.
   - Identification of any cost information related to additional services or tasks. This should be included in the cost proposal, but clearly identify it as additional costs and not made part of the total project cost.

Responders must have the cost proposal signed by authorized member of the firm. Responders must not include any cost information within the body of the technical proposal.

**MnDOT has estimated that the cost of this contract should not exceed $175,000.00.**

Responders must limit their proposal to 40 single-sided, 8.5”x11” pages, with no smaller than 11 point font.

If a responder’s proposal exceed the page limit(s) identified above, the excess pages will not be reviewed, regardless of content. Note: a cover letter and the required forms, documents and certifications will **NOT** count as part of the page limit.

**PROPOSAL SUBMITTAL INSTRUCTIONS**

All proposals 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 Unit, Mail Stop 680
395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800

All proposals must be received no later 2:00 p.m. Central Standard Time on March 15, 2018. Please note that MnDOT security procedures do not allow non-MnDOT employees to have access to the elevators or the stairs. You should plan enough time and follow these instructions for drop-off:

- Enter through the Rice Street side of the Central Office building (1st Floor).
- Once you enter through the doors, you should walk straight ahead to the Information Desk.
- **Proposals are accepted at the Information Desk only.** The receptionist will time stamp the proposal.

Submit 1 hard copy of the proposal, along with one copy of the entire proposal in electronic format (CD-ROM, flash drive, etc.). The proposal must be submitted in a sealed mailing envelope or package, clearly marked “Proposal” on the outside. An authorized member of the firm must sign the proposal, in ink.

**PROPOSAL EVALUATION**

Representatives of MnDOT will evaluate all proposals received by the deadline. In some instances, an interview may be part of the evaluation process. MnDOT reserves the right, based on scores of the proposals, to create a short-list of responders to interview. A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are broken down in the following table:
<table>
<thead>
<tr>
<th>Rating Factor</th>
<th>Weighting Percentage</th>
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<tbody>
<tr>
<td>Project Understanding</td>
<td>10%</td>
</tr>
<tr>
<td>Responder Experience and Qualifications (Company &amp; Key Personnel)</td>
<td>10%</td>
</tr>
<tr>
<td>Work Plan – Project Approach</td>
<td>15%</td>
</tr>
<tr>
<td>Deliverables</td>
<td>25%</td>
</tr>
<tr>
<td>Quality Management Plan</td>
<td>10%</td>
</tr>
<tr>
<td>Cost Detail</td>
<td>30%</td>
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</tbody>
</table>

Proposals will be evaluated on a “best value” basis with 70% qualifications and 30% cost considerations. The review committee will not open the cost proposals until after the qualifications points are awarded.

**GENERAL REQUIREMENTS**

Responders must adhere to all terms of this RFP.

Late proposals will not be considered. Fax, e-mail and printed proposals will not be accepted or considered. All costs incurred in responding to this RFP 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 proposal.

**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 RFP. 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 proposal.

**Proposal Contents Certification**

By submitting a proposal, 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 RFP 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 RFP 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 proposal at the time the proposal is submitted;
- Include a statement with its proposal 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 proposal in response to this RFP, 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 RFPs, for a minimum of seven years.

MnDOT will not consider the prices submitted by the responder 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 proposal. Responders may view the current version of the Professional/Technical High Risk contract template on the Consultant Services website, at www.dot.state.mn.us/consult (Click on Contract Documents tab to view templates). 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 proposal. Responders should note that certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in the proposal will be available for discussion or negotiation.

In addition, because this project is funded by the Federal Transit Administration (FTA), a set of federal clauses have been posted along with the RFP for responders to review. These clauses will be part of the resulting contract, and the successful responder will be required to adhere to them during execution of the resulting contract.

Travel Reimbursements
Reimbursements for travel and subsistence expenses actually and necessarily incurred by the successful responder, as a result of the contract, will not exceed the amounts provided in the current MnDOT Travel Regulations. Reimbursements will not be allowed for travel and subsistence expenses incurred outside of Minnesota, unless the successful responder has received MnDOT’s written approval for out-of-state travel. Minnesota will be considered the home base for determining whether travel is out-of-state.

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 Office of State Procurement 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 the State’s rights.

Pre-Award Audit Requirement
The successful responder will be required to submit pre-award audit information and comply with audit standards. Failure to do so may result in disqualification.

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 RFP. 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 proposal. The form required in the proposal 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.

Work Force Certification
For all contracts estimated to be in excess of $100,000, responders are required to complete the attached “Work Force Certification” form and submit it as part of their proposal. As required by Minnesota Rule 5000.3600, “It is hereby agreed between the parties that Minnesota Statute §363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute §363A.36 and Minnesota Rule 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 proposal.

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 its proposal, responders certifies 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 all 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 proposal 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. **Insurance Certificates and Continuity of Coverage Required.** The successful responder must provide a certificate of insurance showing that they have each type of insurance coverage and limits required herein. The certificate must be filed with MnDOT’s Authorized Representative within 30 days of execution of the contract, and prior to commencing work under the contract. The successful responder must maintain such insurance in full force and effect throughout the term of the contract.

2. **Required Insurance.** The successful responder will be required to maintain the furnish satisfactory evidence of the following insurance policies:

a. **Workers’ Compensation Insurance:** Except as provided below, the successful responder will be required to provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, will require its subcontractor(s) 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 Statutes §176.041 exempts the successful responder from Workers’ Compensation insurance requirements, or if such responder has no employees in the state of Minnesota, the successful responder will be required to provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the successful responder from the Minnesota Workers’ Compensation requirements. If, during the course of the contract, the successful responder becomes subject to the Workers’ Compensation Insurance requirements, the successful responder then must comply with such requirements and must provide MnDOT with a Certificate of Insurance evidencing such coverage.

b. **Commercial General Liability Insurance:** The successful responder will be required to maintain insurance protecting the successful responder 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 pursuant to 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

[CS/CM Last Updated 11/16/2017] 10
- 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 will be required to maintain insurance protecting the successful responder 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 the contract, and in case any work is subcontracted the successful responder must require the subcontractor to provide 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.** The successful responder will be required 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 responders professional services performed under the contract. Unless otherwise specified within this RFP, the successful responder will be required to carry the following **minimum** limits:
- $2,000,000 – per claim
- $2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the successful responder and may not exceed $50,000 with the written approval of MnDOT. If the successful responder desires authority from MnDOT have a deductible in a higher amount, the successful responder will be required to make such request in writing, specifying the amount of the desired deductible and providing financial documentation, acceptable to MnDOT, so that MnDOT can ascertain the ability of the successful responder to cover the deductible from its own resources. MnDOT will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act.

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

e. **Additional Insurance Conditions:**
- The successful responder’s policy(ies) will be primary insurance to any other valid and collectible insurance available to MnDOT with respect to any claim arising out of the successful responder performance under this 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;
- The successful responder is self-insured, a Certificate of Self-Insurance must be provided to MnDOT;
- The successful responder’s policy(ies) must include legal defense fees in addition to its liability policy limits, with the exception of part d above;
- The successful responder must obtain insurance policies from insurance companies having an “AM BEST” rating of “A minus”, a Financial Size Category VII, or better, and authorized to do business in the state of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the successful responder’s policy limits to satisfy the full policy limits required by the contract.

3. **Right to Terminate.** MnDOT reserves the right to immediately terminate the contract if the successful responder is not in compliance with the insurance requirements, and MnDOT 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 Contract Administrator upon written request.

4. **Insurance Certificates.** The successful responder will be required to submit Certificate(s) of Insurance, acceptable to MnDOT, as evidence of meeting the insurance requirements, prior to commencing work under the contract.
E-Verify Certification (In accordance with Minnesota Statutes §16C.075)
By submission of a proposal 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 proposal.

Plain Language and Accessibility Standards
1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, 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.** Except for designs, plans, layouts, maps and similar documents, 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.

Certification of Nondiscrimination (In accordance with Minnesota Statutes §16C.053)
The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Responders must certify that they do not engage in and have no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, “discrimination” includes, but is not limited to, engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

Protest Procedures and Appeal Process
1. **Written Protest Only:** All protests must be in writing, including pre-award, award and post-award phases of the procurement process. Protests must be submitted to the Protest Official, or designee, identified below. Any protest not set forth in writing within the time limits specified in these procedures is null and void and will not be considered.

2. **Protest Contents:** All protests must include:
   a. The name and address of the protester;
   b. The MnDOT Contract Number and/or Project Title; and
   c. A detailed statement of the nature of the protest and the grounds on which the protest is made.
The protester must demonstrate or establish a clear violation of a specific law or regulation, e.g. a violation of the prohibition against unduly protest and restrictive specifications or a violation of the Buy America requirements. MnDOT will not be obligated to postpone the proposal due date or Contract award in order to allow a protestor an opportunity to correct a deficient protest or appeal, unless otherwise required by law or regulation. All costs of a protest will be the responsibility of the protestor and undertaken at the protestor’s expense.

3. Protest Prior to Proposal Due Date:
   a. All protests relating to terms and conditions of this RFP, including protests based on alleged restrictive specifications or alleged improprieties in this RFP, must be filed with the Protest Official no less than seven calendar days prior to the Proposal Due Date;
   b. The Protest Official, will promptly make a determination, in writing, regarding the validity of the protest and whether or not the proposal process should be delayed beyond the scheduled Proposal Due Date;
   c. If the Protest Official determines that the scheduled Proposal Due Date should be delayed, all Responders will be notified by a written Amendment to this RFP of the delay and the reason thereof; and
   d. If the protest is determined to be valid, the Protest Official will respond, in writing, to each material issue raised in the protest in a timely manner prior to proceeding further with the RFP.
   e. The Protest Official will not accept any protest relating to the establishment of a DBE goal for the project.

5. Protest Prior to Award of a Contract: When a protest or appeal has been timely filed with the Protest Official prior to award of a Contract, the Protest Official will:
   a. Not make award, except in the case of emergency, until after the resolution of the protest or appeal; or
   b. If a protest has been filed in writing during the pendency of an appeal, MnDOT will not make an award prior to seven calendar days after the protest has been filed, unless the Protest Official determined, in writing, that:
      i. The items to be procured are urgently required or that an emergency exists;
      ii. The delivery or performance will be unduly delayed by failure to make an award promptly; or
      iii. Failure to make a prompt award will otherwise cause undue harm to MnDOT.

6. Protest Regarding the Award of a Contract: If an award of a Contract is being protested, the protester will protest, in writing, to the Protest Official as soon as practical, but no later than 10 calendar days after the Contract Award date. The Protest Official for this RFP will be:
   Jim Cownie
   Minnesota Department of Transportation
   Office of Contract Management, Mail Stop 130
   395 John Ireland Boulevard
   St. Paul, Minnesota 55155-1800

The Protest Official will not accept any protest relating to compliance with DBE program requirements. The DBE Special Provisions exclusively govern a Proposer’s rights concerning such determinations.

If the protest has been filed in a timely manner, the Protest Official will promptly make a determination in writing regarding the validity of the protest and whether or not the procurement should be delayed, or the award considered for revision. If the procurement is delayed, all responders will be notified of the delay. The Protest Official will respond, in writing, to each material issue raised in the protest in a timely manner prior to proceeding further with the procurement.

MnDOT will not proceed with the procurement for seven calendar days after the decision is rendered by the Protest Official, unless the protester waives, in writing, its right to appeal.

Should a protester wish to appeal the decision of the Protest Official concerning any award of a Contract, the protester must follow the procedures as outlined in the following section.

7. Right of Appeal: In the event that a protester received an unfavorable decision from the Protest Official to its protest, the protester will have the right to appeal the decision of the Protest Official by submitting a written appeal to MnDOT’s Director of the Program Management Division, or designee, within five calendar days after receipt of the decision of the Protest Official. The Director of the Program Management Division will appoint a Protest Committee of at least three members to review the protest and the decision of the Protest Official.
The Protest Committee will notify the protester, in writing, in a prompt manner of its decision regarding the protest and the appeal. MnDOT will not make an award for seven calendar days after the decision of the Protest Committee, unless the conditions in the section entitled “Protest Prior to Award of a Contract” are determined to exist.

If the matter is not resolved after the appeal, the protester may continue the protest only by appeal to judicial authority, but not to the Federal Transit Administration (FTA). In accordance with FTA policy, FTA Circular 4220.1F Chapter VII, or as amended, a protester must first protest to MnDOT and may appeal to FTA only where the protester claim that MnDOT has failed to follow these written protest procedures.

FTA is not a party to its recipients’ third party contracts, and does not have any obligation to any participant in its recipients’ third party contracts. In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern.

Any appeal to the FTA alleging that MnDOT has failed to follow these procedures must be filed with the FTA no later than five federal government working days after the second (final) decision is rendered by the appointed Protest Committee.

The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five working days of the date when the protester has received actual or constructive notice of the recipient’s final decision.

**Federal Procurement Requirements**

1. For all procurements of goods and services supported in whole, or in part, with federal funds, the successful responder agrees to comply with FTA Circular 4220.1F Third Party Contracting Guidance, at [http://www.fta.dot.gov/documents/FTA_Circular_4220.1F_-_Finalpub1.pef](http://www.fta.dot.gov/documents/FTA_Circular_4220.1F_-_Finalpub1.pef).

2. Prior to their execution, MnDOT will review all third party contracts. MnDOT reserves the right to not approve a third party contract.

3. All contracts between the successful responder and third party contracts must contain all applicable provisions of the contract, including applicable federal contract clauses.

4. Before execution by the successful responder of a third party contract supported with federal funds, MnDOT must review the contract to ensure inclusion of appropriate federal contract clauses.

5. Before entering into a third party contract, or subcontract, the successful responder agrees to check the System for Award Management (SAM) at [http://www.sam.gov/](http://www.sam.gov/) to ensure the selected vendor or contractor has not been excluded from doing business with the federal government or its grantees. The successful responder must provide MnDOT with evidence that the Excluded Parties List System has been checked.

6. The successful responder agrees to abide by the FTA requirements in 49 Code of Federal Regulations (CFR) Part 26 relating to participation by DBEs on federally funded transportation projects. This means that if the successful responder plans to issue solicitation documents (e.g. a Request for Proposals, specifications, etc.) to procure goods or services using funds provided from this contract, the successful responder must first submit information to MnDOT before issuing any solicitation document to enable MnDOT to assign an appropriate goal for DBE participation on the project. This information must include a scope of work, a detailed budget with estimated total costs of goods and services, and the percentage of the total contract amount that will be supported with federal funds. After assignment of a DBE goal, the successful responder’s solicitation documents must announce the goal and must include the appropriate version of MnDOT’s DBE Special Provisions for perspective bidders to complete.

**Special Notification Requirements for States**

According to the FTA Circular 4220.1F Third Party Contracting Guidance, page III-5, MnDOT and its subrecipients and third party contractors must include, in any Request for Proposals, solicitation, federal assistance application, forms, notifications, press releases or other publications involving FTA assistance, a notice stating that FTA is or will be providing federal assistance for the project, the amount provided or expected to be provided by the FTA, and the Catalog of Federal Domestic Assistance (CFDA) number of the program authorizing the federal assistance.

- The FTA will be providing federal assistance for this project.
- The FTA’s anticipated participation in this contract is 80%, approximately $140,000.00.
- The CFDA number of the federal assistance program for this contract is 20.509.
STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION

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 proposal submitted in response to the ________________________________________________ RFP 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 RFP, designed to limit fair and open competition;

3. That the contents of the proposal 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 proposals; 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
CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

**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 proposal.

**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 proposal (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 proposal, 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”.
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. **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 proposal 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
STATE OF MINNESOTA – WORK FORCE CERTIFICATE INFORMATION

This form is required by state law for all proposals that could exceed $100,000.00. Complete this form and return it with your proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minnesota Statutes §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:
☐ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on __________________________ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:
☐ Attached is our current Workforce Certificate issued by MDHR.
☐ We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:
☐ We attest that we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.
Name of Company: ____________________________ Date ____________________________
Authorized Signature: ______________________ Telephone number: __________________
Printed Name: ____________________________ Title: ____________________________

For assistance with this form, contact:
Minnesota Department of Human Rights, Compliance Services

Email: compliance.mdhr@state.mn.us TTY: 651-296-1283

[CS/CM Last Updated 11/16/2017] 19
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:

1. 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.

2. 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.

3. 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
STATE OF MINNESOTA
RESIDENT VENDOR FORM

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 proposal for which any preference is sought;
3. has a business address in the state; and
4. has affirmatively claimed that status in the proposal submission.

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

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 RFP 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 proposal 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 proposal 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.