

# REQUEST FOR PROPOSALS (RFP)

## Minnesota Department of Transportation (MnDOT)

### Minnesota CAV Challenge

#### 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](http://www.mmd.admin.state.mn.us/mn02001.htm).

This document is available in alternative formats for persons with disabilities by calling Ron Bisek at 651-234-7057 or for persons who are hearing or speech impaired by calling the Minnesota Relay Service at 1-800-627-3529. For other information on disability rights and protections, contact [MnDOT's American's with Disabilities Act \(ADA\) Coordinator](#).

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 Purpose

The purpose of this project is to allow industry and transportation partners to propose innovative projects with the potential to advance Connected and Automated Vehicle (CAV) technologies in Minnesota. The Minnesota Department of Transportation (MnDOT) desires a wide variety of project ideas from multiple organizations to establish Minnesota as a leader in CAV initiatives. This solicitation is being conducted as an open, on-going request for proposals allowing potential responders to submit a proposal at any time. Proposals will be considered on a pre-determined review cycle outlined in this document.

This is an opportunity for new and emerging CAV technologies to be developed, tested, and demonstrated in Minnesota. It is anticipated that this solicitation will result in multiple contract awards. The number of contracts awarded will depend on the size of projects submitted and available funding.

##### Project Overview

Minnesota desires to advance the fast-emerging technology areas of CAV. The advancement of these technologies will require public and private entities working together to solve technology, policy, and social challenges associated with this transportation evolution. Establishing the Minnesota CAV Challenge allows industry to propose innovative solutions to solve these issues.

Minnesota intends to utilize this technology to shape the future of mobility to ensure greater access and benefits for all. Areas of primary importance are listed below, and will consider proposals in other areas to advance innovation.

- Advance CAV technology in winter weather conditions
- Develop corridors and test tracks for industry to test and validate technology
- Utilize CAV technology to improve mobility for those with transportation challenges (e.g. person with disabilities, low income, elderly, rural Minnesota)
- Utilize CAV technology to improve the safety and operations of work zones
- Build public trust in CAV

- Share data between government and third parties who can advance CAV applications that improve safety and mobility
- Utilize CAV to reduce traffic related serious injuries and fatalities, including bicycles and pedestrians
- Utilize CAV data to help manage infrastructure, maintenance, traffic incident management and operations
- Utilize CAV technology to grow Minnesota businesses and attract new business and talent
- Strategically plan for policy, infrastructure and operational risk
- Utilize CAV technology to solve public health, social, and economic challenges

### Project Goal

Specific project goals to be addressed as part of the Minnesota CAV Challenge include:

1. Leverage public private partnerships to advance transportation opportunities using CAV.
2. Prepare Minnesota’s infrastructure, policy, and workforce for CAV.
3. Allow private industry opportunities to test and deploy advancing CAV technologies
4. Allow the public to better understand the benefits and limitations of CAV technology, and provide opportunities for them to give input, experience the technology first hand and provide feedback.
5. Accelerate implementation of CAV technology in Minnesota.

### Corridors and Test Tracks

For Proposers who want to test CAV technologies or other opportunities on infrastructure, MnDOT will consider any public road or facility under its jurisdiction. MnDOT will consider the safety, operational and maintenance impacts of the technology on each corridor on a case-by-case basis.

MnDOT has identified the following specific corridors that are of particular interest in deploying CAV technologies. This list will be updated periodically on MnDOT’s Connected and Automated Vehicles website.

<http://www.dot.state.mn.us/automated/index.html>

Facility	Facility Type	Facility Benefits
TH 55 Connected Corridor (I-494 to downtown Minneapolis)	Urban Arterial	Twenty-two signals with secure Signal Phasing and Timing (SPaT) will be fully operational in the spring of 2019. Fiber optic and power throughout corridor
TH 61 (I-694 to TH 36)	Urban Arterial	Potential bus rapid transit corridor. Fiber optic and power throughout corridor Future SPaT deployment location. Automobile dealerships along corridor
TH 52 (Twin Cities to Rochester)	Expressway / Freeway	Major connection from Mayo Destination Medical Center to MSP International Airport Fiber optic (FO) connection to be completed in 2019/2020. Opportunity to influence 39 mile FO design and construction.
I-394 (TH 100 to Downtown Minneapolis)	Urban Freeway	Dedicated MnPASS lane that feeds directly into ABC Ramps
I-35W (Iowa Border to Duluth)	Freeway	
I-94 (Wisconsin Border to North Dakota Border)	Freeway	
I-90 (Wisconsin Border to South Dakota Border)	Freeway	
MnROAD (9011 – 77 <sup>th</sup> Street NE Monticello, MN 55362) <a href="http://www.mndot.gov/mnroad">www.mndot.gov/mnroad</a>	Closed Loop (2.5 miles)	Pavement test facility that has a 2.5 mile closed loop, extensive fiber optics and power connections, vehicle storage opportunities, building for meeting space, artificial snow making opportunity utilizing ponds.

MnROAD (9011 – 77 <sup>th</sup> Street NE Monticello, MN 55362) <a href="http://www.mndot.gov/mnroad">www.mndot.gov/mnroad</a>	Closed Freeway (3.4 miles on I-94)	Westbound I-94 traffic can be shifted to alternative lanes, allowing a 70 mph segment closed to traffic. Extensive fiber optic and power connections.
Camp Ripley (15000 MN-115 Little Falls, MN 56345) <a href="#">ABC Parking Ramps</a>	Closed Test Facility	Closed test facility includes four lane divided highway and two lane facilities. Contains 4.3 miles of available roadways.
	State Owned Parking Garages	Three parking ramps in downtown Minneapolis, located next to Target Field (Minnesota Twins Stadium) with direct connection to I-394.

### High Definition Mapping Information

Minnesota has an existing statewide Continuously Operating Reference Station Network called MnCORS. Details on MnCORS can be found at: <http://www.dot.state.mn.us/surveying/cors/>. MnCORS is a cooperative effort between MnDOT, other state agencies and institutions, counties, cities and private enterprises with the goal of providing Global Navigation Satellite System (GNSS) corrections statewide. Using signals from all available GNSS satellites, and receivers at over 130 known positions, MnCORS is able to continuously provide survey grade positioning corrections. MnCORS may be available for use by Responders.

### Project Constraints

A variety of funding sources may be used for the Minnesota CAV Challenge Program including State Trunk Highway Funds. Contracts resulting from this solicitation will comply with all applicable State of Minnesota statutes and regulations depending on the source of funds.

Responder is responsible to obtain permission from the operational authority of any roadway or venue proposed to demonstrate CAV technologies not under MnDOT jurisdiction.

For proposed CAV technologies tested or implemented off MnDOT’s trunk highway system, Responder must demonstrate the value to the trunk highway system to qualify for State funding, such as:

- Technology is transferable to the trunk highway system
- Improves mobility & access of the trunk highway system
- Reduces trunk highway congestion
- Improves safety of the trunk highway system

To view the Minnesota Trunk Highway System map, go to: [www.dot.state.mn.us/maps/gdma/maps-state.html](http://www.dot.state.mn.us/maps/gdma/maps-state.html). Questions regarding the Trunk Highway System, jurisdiction or ownership must be submitted in writing as instructed below.

### Scope of Work and Deliverables

The Scope of Work for each Minnesota CAV Challenge project will be developed and finalized in conjunction with MnDOT based on Stage II proposal content submitted by the responder. The final Scope of Work for each Minnesota CAV Challenge project will contain a detailed description of the work to be performed and specific deadlines for completion.

### Anticipated Term

It is anticipated that Minnesota CAV Challenge projects resulting from this solicitation will be completed within a two year time frame. Proposed projects that may exceed the two year duration must be identified in the proposal. No contract resulting from this solicitation may exceed five years.

## QUESTIONS

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Responders who have any questions regarding this RFP must submit questions, by e-mail only, to:

Ron Bisek

[Ron.bisek@state.mn.us](mailto:Ron.bisek@state.mn.us)

All questions and answers will be posted on MnDOT's Consultant Services Web Page at [www.dot.state.mn.us/consult](http://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 Time as follows:

November 2, 2018 for Review Cycle 1

January 4, 2019 for review Cycle 2

March 1, 2019 for Review Cycle 3

MnDOT anticipates posting answers to questions within five working days after question is received.

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

## SOLICITATION PROCESS

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The Minnesota CAV Challenge selection process will be completed in two stages. In Stage I, Responders have the option of meeting with the CAV-X Office Director, CAV-X Innovation Director and a representative from a MnDOT specialty office (i.e. Traffic Engineering, Freight, Maintenance, etc.) as applicable. The purpose of the meeting is for the Responder to present its project concept, discuss its potential, merits, risks & value in advancing the CAV initiative with MnDOT CAV leadership. Meetings can be in person, phone, or other electronic system.

Responders may submit Stage II proposals at any time during the solicitation process. MnDOT will evaluate these proposals according to the following schedule for submittal and MnDOT review:

Deadline for Submittal	MnDOT Proposal Evaluation Timeline
November 16, 2018	December 3-14, 2018
January 18, 2019	February 4-15, 2019
March 15, 2019	April 8-19, 2019
Future Dates: See MnDOT Consultant Services Website	

Stage II proposals will be evaluated against an established set of criteria set forth in this document, including project costs, for a Best Value selection, and will be recommended or not recommended for funding based on these evaluations.

At the conclusion of each Review Cycle, MnDOT may choose to award no contracts, a single contract or multiple contracts. Final determination will depend on the quality of proposals received, size of projects proposed and available funding.

MnDOT reserves the right to alter or modify this RFP solicitation document at any time. All addendums will be posted on MnDOT's Consultant Services Web Page at [www.dot.state.mn.us/consult](http://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 such addendums.

### Available Funding

Funding available for the Minnesota CAV Challenge is up to \$2.0 million in State Fiscal year 2019 and \$3.5 million in State Fiscal Year 2020, and \$3.5 million in State Fiscal Year 2021. MnDOT's fiscal year is July 1 to June 30. The available funding is subject to change based on legislative actions, changing transportation priorities, contract awards, or emergency needs. Changes to the available funding total will be made by addendum to this RFP solicitation document and posted on MnDOT's Consultant Services Web Page at [www.dot.state.mn.us/consult](http://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 such addendums.

## Stage I Process – Optional Pre-Proposal Meeting

Potential Responders may request an optional Pre-Proposal meeting with MnDOT if desired. The purpose of this meeting is for the proposer to present its project concept, discuss its potential (merits, risks, value, etc.) and receive feedback. MnDOT representatives for this meeting will consist of the CAV-X Office Director, CAV-X Innovation Director, and specialty office personnel as applicable and/or available.

Potential responders who wish to meet with MnDOT before submitting a Stage II proposal must submit a request, by email only, to:

Ron Bisek

[Ron.bisek@state.mn.us](mailto:Ron.bisek@state.mn.us)

1. The request must include the Responder's company name, primary contact information (name, title, phone, e-mail), and a list of available meeting dates (dates must be at least one week out from the request date) The Responder may also request MnDOT staff in technical areas to attend (e.g. work zone experts, Intelligent Transportation Systems experts, transit experts). Responders may present multiple concepts at the meeting. MnDOT makes no guarantees that the meetings will be held within the timeline desired by the Responder, and are subject to the availability of MnDOT staff. MnDOT makes no guarantees that expert staff will be available to attend.
2. MnDOT will consider these meetings confidential to each Responder and will not discuss the content with other Responders. All handouts provided by the Responder will be returned to the Responder at the conclusion of the meeting. MnDOT will not take meeting minutes.
3. Responders requesting that MnDOT sign a Non-Disclosure Agreement must provide a draft agreement at least 14 days prior to the meeting. MnDOT may refuse to sign the Non-Disclosure agreement based on the proposed terms and conditions.
4. For each concept idea proposed at the meeting, MnDOT may ask questions including, but not limited to: clarify the scope, ask how it aligns with Minnesota priorities, inquire about how the project will be executed, inquire about cost ranges and cost participation, and ask about company and personnel skills.
5. For each concept, MnDOT will assess the proposal based on the Stage II criteria, and provide feedback on:
  - a. Whether the proposal has an adequate chance of being recommended for funding,
  - b. The risks of the proposal to MnDOT and its partners.
6. Based on the feedback from MnDOT, Responders have the option to submit a proposal in Stage II or not. Responders do not need to notify MnDOT of their intention to submit, or not submit, a proposal in Stage II.
7. Responders are not required to have a Stage I meeting in order to submit a proposal in Stage II.

## Stage II Process – Full Proposal

Responders are invited to submit a written, full proposals for Stage II any time within the timeframe of this RFP for MnDOT consideration according to the stated submittal and review cycle.

## STAGE II PROPOSAL CONTENT

The following will be considered **minimum** contents of the Stage II proposal, and must be submitted in the order listed:

### 1. Cover Letter and Contact Information:

Responders must clearly identify the company's full legal name, business address, contact person's name, telephone number, fax number, e-mail address and signature of an authorized members of the lead firm.

### 2. Definition of Concept/Opportunity:

Responders must provide an overview of the proposed concept, what need is being addressed and who the benefactors of the project are (e.g. general public, business interests, infrastructure owners or operators, or policy makers). Responders must be concise in defining what the project is trying to address while highlighting the need to proceed with this project. There is ample opportunity to provide other supporting documentation throughout the remainder of the proposal.

### **3. Alignment with Minnesota Priorities**

Responders must identify how the proposed concept/opportunity benefits Minnesota. Areas of consideration on how the project aligns with the areas of importance identified in the Project Overview, CAV-X Office Goals, Minnesota Executive Order 18-04, goals and recommendations of the Governor’s Advisory Council of Connected and Automated Vehicles, MnDOT’s Strategic Operating Plan, and MnDOT’s Connected and Automated Vehicles Strategic Operating Plan development.

Identify potential measures to be used to determine if the concept is a success. Responders must elaborate on the various measures of success and related metrics they envision being applicable to their effort. Successful projects will effectively advance CAV policy, operations, technology, safety or regulation for the State of Minnesota.

### **4. Work Plan**

Responders must identify the project specific work tasks required to successfully complete the project. Include the proposed deliverables, anticipated contributions expected from MnDOT, and proposed timelines.

Identify partnering agencies, if any, who have agreed to participate in the proposed project. Identify their role and responsibility, and provide written letter of support in the Required Forms and Documentation section of the Proposal.

Identify the expectations from MnDOT (e.g. infrastructure, data, staff expertise) to successfully deliver the project.

### **5. Risk Assessment and Risk Strategy**

Responder must identify any potential risks that may impact the project. Examples of this information include, but are not limited to: public safety, regulations, approval from various administrative agencies responsible for oversight in a particular area, technical risks, costs risk, and public acceptance. Identify the likelihood of the risk occurring (high, medium, low), how the risk should be mitigated, and the responsible party for mitigating the risk (e.g. Responder, MnDOT, other).

### **6. Company and Key Personnel Experience**

Provide company background outlining experience or expertise in the concept.

Provide a list of the key personnel assigned to the project and their area of responsibility. Identify their work experience and qualifications relevant to the proposed work. No change in personnel assigned to the project will be permitted without the written approval of MnDOT’s Project Manager. Provide resumes for key personnel, limited to two pages per resume.

### **7. Quality Control / Quality Assurance**

Describe how the Responder will manage the quality of the deliverables and quality control/quality assurance processes

### **8. Forms, Document 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.

### **9. Cost Proposal**

Provide, in a separate envelope, one copy of the cost proposal, clearly marked on the outside “Cost Proposal”, along with the Responder’s 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.

Responder must provide an estimated cost broken down by proposed work plan tasks. The breakdown could be lump sum, or broken down by equipment, labor and materials. Identify the estimated cost by MnDOT fiscal year (July 1 – June 30<sup>th</sup>). Provide a narrative, if necessary, to describe the benefits of the proposed cost in relation to the scope.

Partnership contributions which add value to the project are encouraged and will be part of the proposal evaluation. Examples of partnership contributions are equipment, labor, software licensing, safety plans, or other in-kind services, and partner market visibility. Identify contributions from participating partners, and provide narratives if necessary to describe the role of the partners and the value added in relation to MnDOT and the Responder.

This breakdown will be used to assess the cost proposal versus the evaluation criteria, and may not represent the final negotiated price or method of payment (e.g. lump sum or fixed fee) if selected for funding.

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

## **PAGE LIMITS**

The responder's submittal must adhere to the page limitations identified in the following table. If any of the responder's documents exceed the page limits identified, the excess pages will not be reviewed, regardless of content.

<b>Document</b>	<b>Maximum Number of Pages</b>	<b>Requirements</b>
Technical Proposal	25 pages	- Single-sided, 8.5"x11" pages, with no smaller than 11 point font.
Resumes	2 pages maximum per key person Resumes are not included in the 25 page limit	- 8.5"x11" pages, with no smaller than 11 point font.

*Note:* Cover letter, table of contents, and required forms are NOT included as part of the page limit.

## **STAGE II 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:

Ron Bisek, Contract Administrator  
Minnesota Department of Transportation  
1500 West County Road B2, Mail Stop 725  
Roseville, MN 55113

### **Proposals must be received according to the following schedule:**

- **All proposals for Review Cycle 1 must be received no later than 2:00 p.m. Central Time on Friday, November 16, 2018.**
- **All proposals for Review Cycle 2 must be received no later than 2:00 p.m. Central Time on Friday, January 18, 2019.**
- **All proposals for Review Cycle 3 must be received no later than 2:00 p.m. Central Time on Friday, March 15, 2019.**
- **Future proposal due dates will be announced and posted on the MnDOT's Consultant Services Web Page as they become available.** All prospective responders will be responsible for checking the web page at [www.dot.state.mn.us/consult](http://www.dot.state.mn.us/consult) under the "P/T Notices" section for these future time & date deadlines.

Please note that MnDOT procedures do not allow non-MnDOT employees to have access to the elevators or the stairs without a staff escort. You should plan enough time and follow these instructions for drop-off.

- Enter the MnDOT Waters Edge Building
- Once you enter through the doors, the receptionist is located on your right.
- Proposals are accepted at the Information Desk of Waters Edge Only. The receptionist will date and time stamp the proposal and will call the Contract Administrator to pick up the proposal.

Proposals received after the stated deadline will be considered in the next review cycle. Fax and e-mail responses will not be considered. All costs incurred in responding to this solicitation will be borne by the responder.

Responders must submit one hard copy of the proposal, along with one copy of the entire response **on a flash drive** (MnDOT can no longer accept CDs). 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 response.

## STAGE II PROPOSAL EVALUATION

Representatives of MnDOT will evaluate the full proposal. 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:

<b>Rating Factor</b>	<b>Weighting Percentage</b>
<b>Definition of Concept / Opportunity</b> <ul style="list-style-type: none"> <li>▪ Concept / Opportunity is clearly defined</li> <li>▪ Concept / Opportunity provides a use case and benefactors defined</li> </ul>	15%
<b>Alignment with Minnesota Priorities</b> <ul style="list-style-type: none"> <li>▪ Concept / Opportunity aligns with Minnesota priorities and goals</li> <li>▪ Concept has measures of success with metrics</li> </ul>	20%
<b>Work Plan</b> <ul style="list-style-type: none"> <li>▪ Work tasks are clearly defined</li> <li>▪ Role and responsibilities of partners are well defined</li> <li>▪ MnDOT and partners ability to meet expectations</li> <li>▪ Clear project timeline/schedule</li> </ul>	20%
<b>Risk Assessment and Risk Strategy</b> <ul style="list-style-type: none"> <li>▪ Potential risks are clearly defined</li> <li>▪ Risk mitigation strategy demonstrates ability to deliver a successful project</li> </ul>	10%
<b>Company and Personnel Experience</b> <ul style="list-style-type: none"> <li>▪ Company experience within the concept/opportunity field</li> <li>▪ Experience of key personnel and likelihood they can deliver a successful project.</li> </ul>	10%
<b>Quality Control / Quality Assurance</b> <ul style="list-style-type: none"> <li>▪ QA/QC process ability to deliver a successful project</li> </ul>	5%
<b>Cost Proposal</b> <ul style="list-style-type: none"> <li>▪ Cost in relation to available funding 5% <ul style="list-style-type: none"> <li>0-20% of available funding = 5 points</li> <li>21-40% of available funding = 4 points</li> <li>41-60% of available funding = 3 points</li> <li>61-80% of available funding = 2 points</li> <li>81-100% of available funding = 1 point</li> </ul> </li> <li>▪ Value of Partnership Contribution (equipment, labor, software, in-kind services, partner industry recognition, etc.) 5%</li> <li>▪ Cost-effectiveness (breadth and depth of the project scope in relation to total project cost, potential for future, on-going cost savings or revenue generation) 10%</li> </ul>	20%

Proposals will be evaluated on a “best value” basis with 80% qualifications and 20% cost considerations. The review committee will not open the cost proposals until after the qualifications points are awarded.

After the proposal has been scored on non-cost factors, MnDOT will then open the associated cost proposal. MnDOT will not use a fixed mathematical formula to “score” costs, but rather MnDOT will, in its sole discretion, award cost points (up to twenty points) based on MnDOT’s determination of the cost-effectiveness of the proposed project.

MnDOT will record the final Technical Score (up to 80 points) and the final Cost/Best Value Score (up to 20 points).

High scoring proposals will be referred to an executive committee comprised of MnDOT Senior Management for approval and funding consideration. The executive committee will consider the score of the proposal and available funding. The executive committee will make the determination to:

1. Fund the Project Now
2. Fund the Project at a Future Date
3. Decline Funding

Proposals will be valid for 180 days, beginning from the date of submittal and ending if a Contract is not offered during this time period. Proposers are not precluded from re-submitting the same concept for consideration if a contract is not offered within this timeframe.

MnDOT will also consider the availability of internal resources necessary to support proposed projects and the potential on-going cost impacts to MnDOT or other public agencies. MnDOT does not guarantee that a contract will be awarded even if the minimum scores are achieved.

By submitting a proposal, the responder acknowledges that MnDOT retains full discretion over the determination of technical and cost points. By submitting a proposal, the responder also waives any claim it may have against MnDOT with respect to the evaluation, scoring, and selection, non-selection, or rejection of its proposal, unless MnDOT's actions were wholly arbitrary and capricious.

### **PROJECTED BUDGET**

The Minnesota CAV Challenge has projected an on-going, annual budget of \$500,000 - \$4,000,000 per year, and is subject to available funding. Even though a project might be recommended for funding, MnDOT makes no guarantees that the Responder will be offered a contract.

The available funding established in this RFP solicitation is subject to change and will be updated as necessary by addendum.

Partnership contributions (i.e., cash, labor, equipment etc.) of 25% or more are encouraged and should be clearly identified in the Cost Proposal section of the Stage II proposal. Partnership contributions must be able to be documented and tracked throughout the course of the project.

### **TRADE SECRETS**

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.

### **INTELLECTUAL PROPERTY RIGHTS**

#### **Intellectual Property**

MnDOT recognizes that this is a unique and innovative program and anticipates proposals from a wide variety of companies, organizations, and governmental agencies involving emerging technologies which will create concerns regarding, ownership, use, and sharing of intellectual property rights. MnDOT is committed to protecting the rights of both Responder and State for each contract award. Standard Intellectual Property language can be found in the current contract versions found at [www.dot.state.mn.us/consult](http://www.dot.state.mn.us/consult). Responder should note exceptions to the Standard Intellectual Property language as an addendum to the proposal. Final Intellectual Property language will be part of the contract negotiation process.

## **GENERAL REQUIREMENTS**

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**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, Low Risk – Engineering & Related and Low Risk – Non-Engineering contract templates on the Consultant Services website, at [www.dot.state.mn.us/consult](http://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 as an addendum to their proposal. Responders should note that certain exceptions may result in your proposal being disqualified from further review and evaluation.

### **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.

### **TGB, Economically Disadvantaged and Veteran-Owned Small Business Preference**

To claim the TGB, Economically Disadvantaged (ED) or Veteran preference, as described below, the responder must complete and submit the "Targeted Group, Economically Disadvantaged and Veteran-Owned Small Businesses Preference Form" and submit it as part of their proposal, along with all documentation required by the form, and statutory requirements and documentation must be met by the proposal due date and time to be awarded the preference. TGB, ED and Veteran preferences are not cumulative, so a responder that is certified in multiple will receive only a six percent preference.

#### ***Preference to TGB and Economically Disadvantaged Businesses and Individuals***

In accordance with Minnesota Rules, Part 1230.1810, Subpart B, and Minnesota Rules, Part 1230.1830, certified TGB and certified ED businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TGB and ED businesses must be currently certified by the Office of Equity in Procurement (OEP) prior to the proposal due date and time. For information regarding certification, contact OEP at 651-201-2402 or [procurement.equity@state.mn.us](mailto:procurement.equity@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1-800-627-3529.

#### ***Preference to Veteran-Owned Small Businesses***

Unless a greater preference is applicable and allowed by law, in accordance with Minnesota Statutes §16C.16, subdivision 6a, the Commissioner of Administration will award a six percent preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

A small business qualifies for the veteran-owned preference when it meets one of the following requirements: 1) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business; or 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation). See Minnesota Statutes §16C.19(d). Statutory requirements and documentation must be met by the proposal due date and time to be awarded the preference.

### **Soliciting Responses from TGB Firms**

In accordance with Minnesota Statutes §16C.16 (subdivision 6), §16C.19, and §161.321 (subdivision 2), a TGB participation goal will be established for each Minnesota CAV Challenge Program Contract executed under this RFP. TGB certification is administered by the Commissioner of Administration. To view a listing of certified TGBs, contact MnDOT's Office of Civil Rights at 651-366-3073 or visit <http://www.mmd.admin.state.mn.us/process/search/>. Responders are directed to read the Special Provisions, posted along with this RFP, for information about how to meet TGB participation goals.

### **Soliciting Responses from Veteran-Owned Small Businesses**

In accordance with Minnesota Statutes §16C.16 (subdivision 6a), §16C.19, and §161.321 (subdivision 2b), a veteran-owned small business (Veteran) participation goal will be established for each Minnesota CAV Challenge Program Contract executed under this RFP. Veteran certification is administered by the United States Department of Veterans Affairs. To view a listing of certified Veterans, contact MnDOT's Office of Civil Rights at 651-366-3073 or visit [www.vetbiz.gov](http://www.vetbiz.gov). Responders are directed to read the Special Provisions, posted along with this RFP, for information about how to meet Veteran participation goals.

### **Foreign Outsourcing of Work Prohibited**

All services under the contract must be performed within the borders of the United States. All storage and processing of information must be performed within the borders of the United States. This provision also applies to work by subcontractors at all tiers.

### **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."

### **Equal Pay Certification**

If the proposal submitted in response to this RFP could be in excess of \$500,000, responders are required to complete the attached "Equal Pay Certification" form and submit it as part of their proposal. As required by Minnesota Statutes §363A.44, Laws of Minnesota 2014 Chapter 239, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

### **Insurance Requirements**

MnDOT recognizes that insurance requirements will be dependent on the type and size of project proposed for contract award. The following are the standard requirements for most professional technical contracts. Responder's must clearly note any exceptions desired to insurance requirements as an addendum to the proposal. Final contract insurance requirements will be part of the contract negotiation process.

**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.

1. **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
- 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;

- If 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.
2. **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.
  3. **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](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.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**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.
- ❑ 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 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](mailto: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](mailto: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

Web: <http://mn.gov/mdhr/>

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

TC Metro: 651-539-1095

Toll Free: 800-657-3704

TTY: 651-296-1283

STATE OF MINNESOTA – EQUAL PAY CERTIFICATE

If your proposal could be in excess of \$500,000, complete and submit this form with your submission. **It is your sole responsibility to provide the information requested and, when necessary, to obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document as part of your proposal.** Contact MDHR with questions at 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay), or at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

**Option A** – If you have employed more than 40 full-time employees on any single working day in one state during the previous 12 months, check the applicable box below:

- Attached is our current MDHR Equal Pay Certificate
- Attached is MDHR’s confirmation of our Equal Pay Certificate application

**Option B** – If you have not employed more than 40 full-time employees on any single working day in one state during the previous 12 months, check the box below:

- We are exempt. We agree that if we are selected, we will submit to MDHR within five business days of final contract execution, the names of our employees during the previous 12 months, date of separation (if applicable), and the state in which the persons were employed.

*Documentation should be sent to: [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us)*

The State of Minnesota reserves the right to request additional information from you. If you are unable to check any of the preceding boxes, please contact MDHR to avoid the Commissioner taking action to void your contract.

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any contract with you for any false information provided.

Authorized Signature	Printed Name	Title
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Organization	MN/FED Tax ID#	Date
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Issuing Entity	Project # or Lease Address
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**TARGETED GROUP, ECONOMICALLY DISADVANTAGED AND VETERAN-OWNED SMALL BUSINESSES  
PREFERENCE FORM**

Name of Contractor/Consultant	SP #	Proposal Due Date
Address	City	State/Zip
Contact Person/ EEO Officer	Phone Number	E-Mail Address

**TARGETED GROUP/ECONOMICALLY DISADVANTAGED BUSINESSES**

- The business is an eligible TGB/ED as shown in the Minnesota Department of Administration online directory at: <http://www.mmd.admin.state.mn.us/process/search/>.

**VETERAN-OWNED SMALL BUSINESSES**

Unless a greater preference is applicable, and allowed by law, in accordance with Minnesota Statutes §16C.16, subdivision 6a, MnDOT will award a 6% preference on state procurement to certified small businesses that are majority owned and operated by veterans. The business is an eligible Veteran-Owned small business owned and operated by either (check the box that applies and attach the certification documents required with your response to this RFP):

*Veteran-Owned Preference Requirements – See Minnesota Statutes §16C.19(d):*

- The business has been certified by the Minnesota Department of Administration’s Office of State Procurement as being a veteran-owned or service-disabled veteran-owned small business.
- OR**
- The principal place of business is in Minnesota **AND** the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

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Statutory requirements and appropriate documentation must be met **by the RFP response due date and time** to be awarded the veteran-owned preference.

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**CLAIM THE PREFERENCE**

**You must submit this form, and the documentation required above, as part of your proposal in order to be considered for this preference.**

I certify that the information contained herein is true, accurate and complete.

Signed: \_\_\_\_\_  
 Proposer or Authorized Representative

**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.

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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.

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**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: \_\_\_\_\_

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