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 underrepresented 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. 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 Overview

MnDOT’s Office of Transit and Active Transportation (OTAT) is responsible for the financial and technical support of transit services in Greater Minnesota, in partnership with the federal government and local communities. In serving this role, OTAT administers the federal Section 5311(f) grant program in Minnesota, which supports intercity bus transportation serving non-urbanized communities.

Intercity transportation has been defined in numerous ways, depending upon the purpose and agency developing the definition. In Minnesota, intercity bus is defined as:

“...regularly scheduled bus service for the general public, which operates with limited stops over fixed routes connecting two or more urban areas not in close proximity, which has the capacity for transporting baggage carried by passengers, and which makes meaningful connections with scheduled intercity bus service to more distant points.”

The Minnesota Intercity Bus Network Study, last published in April 2014, outlines the state’s vision and policy with regard to support of intercity bus. The primary objectives of the study include:

1. Enhancing coordination and connectivity between various transportation services,
2. Identifying service gaps,
3. Developing strategies to meet service needs efficiently and effectively,
4. Improving the interface between transportation modes, and
5. Measuring the efficiency and effectiveness of Minnesota’s intercity bus program.

As economic, geographic, demographic, and political conditions change, the study requires periodic updates and revisions to remain useful and relevant.
Project Goal
This contract will result in an intercity bus study that incorporates up-to-date quantitative and qualitative analysis to produce guidelines for MnDOT’s administration of federal and state inter-city bus that increase long-distance mobility in Greater Minnesota.

Scope of Work and Deliverables
See Exhibit A, posted separately from this RFP, for the full scope of work.

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 February 11, 2020.

MnDOT anticipates posting answers to such questions no later than 2:00 p.m. Central Standard Time on February 12, 2020.

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.

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

7. 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, fixed hourly rate or unit budget, responders must include a breakdown (labor, overhead, fixed fee and expenses) showing how the rate was derived. Additionally, if proposing a cost plus fixed fee budget, responder’s must utilize their current MnDOT approved Overhead rate, but it may not exceed 170%.

For the purposes of this cost proposal, responders should utilize a fixed fee base of 9% PLUS the overhead fixed fee additive identified in the following table:

<table>
<thead>
<tr>
<th>MnDOT Approved Overhead</th>
<th>Base</th>
<th>Additive</th>
<th>Cost Proposal Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 140%</td>
<td>9%</td>
<td>4.0</td>
<td>13.0%</td>
</tr>
<tr>
<td>140% through 149.9%</td>
<td>9%</td>
<td>3.0</td>
<td>12.0%</td>
</tr>
<tr>
<td>150% through 159.9%</td>
<td>9%</td>
<td>1.5</td>
<td>10.5%</td>
</tr>
<tr>
<td>160% or Greater</td>
<td>9%</td>
<td>0.0</td>
<td>9.0%</td>
</tr>
</tbody>
</table>

Other additives pertaining to project schedule, duration, size and risk, along with fixed fee will be determined/calculated utilizing MnDOT’s Fixed Fee Rate Worksheet 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.
- Proposals should itemize the cost of each survey listed in section 3.0 of the scope of work separately in the project budget.

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.
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 February 21, 2020. 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.

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.

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>
</tr>
</thead>
<tbody>
<tr>
<td>Project Understanding</td>
<td>20%</td>
</tr>
<tr>
<td>Responder Experience and Qualifications (Company &amp; Key Personnel)</td>
<td>25%</td>
</tr>
<tr>
<td>Work Plan – Project Approach</td>
<td>10%</td>
</tr>
<tr>
<td>Deliverables</td>
<td>15%</td>
</tr>
<tr>
<td>Cost Detail</td>
<td>30%</td>
</tr>
</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 and e-mail 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.

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 29.905, or affiliates, 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:

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

Insurance Requirements
A responder’s 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**
- **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.

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](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.

Subcontractor Reporting
The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of this contract may exceed $500,000.00, including all extension options, Contractor will be required to track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, Contractor will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

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.

4. **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.

5. **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.

6. **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 100%, approximately $165,000.00.
- The CFDA number of the federal assistance program for this contract is 20.505.
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”.

[CS/CM Last Updated 11/18/2019]
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 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
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
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
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.