REQUEST FOR PROPOSALS (RFP)
Minnesota Department of Transportation (MnDOT)
Alternative Contracting General Engineering Consultant

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.html.

This document is available in alternative formats for persons with disabilities by calling Kelly Arneson at 651-366-4774 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.

A “Qualification Based Selection” method will be used to review proposals submitted in response to this RFP.

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

PROJECT SPECIFIC INFORMATION

MnDOT requests responses for general engineering consultant (“GEC”) services that would support the Department’s alternative contracting framework.

MnDOT has traditionally delivered its Design-Build (DB) and Construction Manager/General Contractor (CMGC) projects without dedicated internal alternate delivery staff other than the program managers, a Design-Build oversight engineer, and Design-Build structural engineers. In order to supplement the Department’s knowledge base and complete the documents, contracts, and engineering tasks necessary to keep the programs and their projects running, MnDOT has traditionally utilized an alternate delivery GEC in place of more fully staffed internal alternative delivery units. This practice has allowed MnDOT to maintain continuous, deep, and knowledgeable alternative delivery staff while delivering a fluctuating number of projects.
Given current economic and other conditions, it appears likely that the number of Alternative Delivery projects will continue to vary unpredictably for the foreseeable future. Therefore, while MnDOT does intend to develop some future projects internally as staffing allows, MnDOT also intends to continue to supplement its staff with the GEC to advance Alternative Delivery practices, deliver quality projects regardless of the size of the program, meet the expectations of MnDOT’s leadership, and ultimately deliver projects that provide the best value to the State of Minnesota.

To that end MnDOT wishes to hire another GEC to assist MnDOT with the refinement of its Design-Build and CMGC programs over the next three-to-five years (duration subject to MnDOT discretion). MnDOT requires that this GEC have the ability to review the programs’ statuses and provide suggestions to maximize their functionality, stability, and overall value to the Department. MnDOT also requires that the GEC be able to complete requested Alternative Delivery program initiatives, complete all manner of preliminary project engineering, provide strategic project advice, provide technical knowledge, and provide technical writing at the highest levels of quality and with full knowledge of the best practices in the industry. Finally, MnDOT requires that the GEC be able to complete these tasks in an efficient fashion regardless of the number of projects assigned (assuming they stay close to historic levels).

MnDOT may or may not choose to pursue the use of other Alternative Delivery methods (such as public-private partnerships (P3s), Progressive Design-Build, or others) during the life of this contract. MnDOT requires that the GEC have the ability to assist MnDOT with developing procedures for these methods to the extent they become needed.

As specific work items are identified for the GEC, MnDOT will write work order agreements to clearly define tasks, schedules, deliverables, staffing, and costs necessary to deliver the project tasks. The overall GEC Master Contract will be administered within the MnDOT Office of Project Management and Technical Support (OPMTS). Work Order Contracts related to specific projects will be administered by other offices within MnDOT which fund the Work Orders Contracts with oversight from MnDOT’s OPMTS.

The GEC will be expected to work cooperatively with other consultants that may be under contract with MnDOT to perform preliminary engineering or other services for the Department.

The GEC will not be asked to perform many Design-Build contract administration oversight activities as a part of their Work Orders; the GEC’s involvement with Design-Build contract administration will be limited to supplying personnel and expertise for the specific positions listed in this RFP only. The majority of MnDOT’s post-letting Design-Build oversight needs will be filled through separate procurement processes. Please note that the GEC will not be conflicted from proposing on these separate oversight contracts as a result of the existence of a pre-letting work order on the project so long as no oversight personnel are provided as a part of the work order and there are no other conflicting factors.

The GEC will be conflicted from proposing on Design-Build construction contracts for projects on which they perform pre-letting tasks under a work order. A subconsultant to the GEC will not be conflicted if they have no involvement with the project work order and no other conflicting factors.

The cost of this Master Contract will not exceed $20,000,000.00. This Master Contract is not a guarantee of an assignment or assignments since the use of the GEC’s services will depend upon the availability of funding and knowledgeable internal staff at the time the work is required. A description of required work will be included in each Work Order Contract that is issued.

MnDOT will be holding a pre-selection meeting in order to provide all potential respondents with information related to this advertisement. The pre-selection meeting is anticipated to be held on July 30th, 2020 from 9:00 a.m. to 10:00 a.m. This meeting will take place via SKYPE and a call-in number will be posted prior to the meeting.
Project Goal
The goal of this project is to have the selected GEC function as an extension of the Department’s staff for the purposes of delivering Design-Build, CMGC, and other alternative contracting approaches. The staff performing this work must be both qualified and highly knowledgeable in their areas of expertise.

Scope of Work and Deliverables
The scope of work for work orders to be issued under this agreement could include specific tasks within any or all of these categories:

1.) Pre-award project development of potential alternative delivery projects, including:
   • Creating, updating, or amending environmental documents and associated analysis including, Environmental Impact Statements, Environmental Assessments, Categorical Exclusions, and permits
   • Geometric layout preparation
   • Preliminary roadway design
   • Preliminary bridge design including potential ABC opportunities
   • Preliminary drainage design
   • Public engagement/outreach
   • Project cost estimating (does not include the completion of the specific Independent Cost Estimate or Engineer’s Estimate used in CMGC to validate the contractor’s bid, but does include the completion of the Engineer’s Estimate and bid validation tasks for Design-Build projects)
   • Risk management services (includes the facilitation of formal workshops and risk analysis)
   • Constructability reviews and Construction Scheduling
   • Traffic analyses
   • Utility investigation and/or coordination
   • Project management support

2.) Completing contract documentation for Design-Build projects, including:
   • Writing Requests for Proposals (RFP), Requests for Qualifications (RFQ), and associated addenda
   • Reviewing RFPs, RFQs, and associated documents when they are written by MnDOT personnel and advising MnDOT regarding their content
   • Providing the technical input necessary to write or review sections of the RFP along with the communication skills necessary to effectively advise MnDOT staff regarding that input
   • Preparation of contract exhibits and associated documentation
   • Providing the project management necessary to ensure that the overall GEC contract quality and efficiency goals are met for these items

3.) Providing Design-Build contract administration support, including:
   • Quality Coordinator
   • Contract Manager
   • Claim Management

4.) Advising and assisting MnDOT with the process to reach agreement on price for CMGC construction contracts

5.) Generally supporting the Department’s alternative delivery program. This includes:
   • Making updates to program manuals, training information, and other documents
   • Maintaining easily accessed programmatic templates for Design-Build RFPs as well as a process to regularly update them
   • Collecting and reporting lessons learned, benefits, and efficiencies
• Recommending and potentially implementing process improvements. One broad programmatic review will likely be conducted soon after the execution of the contract.
• Assisting MnDOT with the evaluation of projects under consideration for alternative delivery
• Programmatic auditing
• Other tasks as assigned

6.) Assistance with researching, implementing, and training related to other alternative/innovative contracting strategies (such as Public-Private Partnerships (P3s) or Progressive Design-Build) if requested by MnDOT.

Appendix A identifies a list of more specific tasks from which Work Order Contracts may be written. The amount of work and number of tasks assigned to the GEC will be at the discretion of MnDOT. Although the intent is to have the GEC perform these tasks as an extension of MnDOT staff on specific projects, MnDOT reserves the right to select other consultants (under separate contracts) to help deliver specific projects and tasks. MnDOT’s determination will be based upon the complexity of the project, skills that the GEC does or does not have, and the workload of both MnDOT staff and the GEC.

At the time of issuing this RFP, the Department has identified a list of potential projects and support tasks related to MnDOT’s Design-Build and CMGC programs. It is anticipated that the majority of Design-Build projects will involve drafting RFPs and addendums. The list is below, but it is far from complete or final: it is likely that many more projects will be identified.

Potential Alternative Delivery Projects
• TH 494 Bloomington Strip: major freeway reconstruction involving the addition of a MnPASS lane and the partial reconstruction of the 494/35W interchange. A Corridors of Commerce project.
• TH 252: a Corridors of Commerce project that is still developing its scope. It is a likely alternative delivery project and will likely be let during the life of the GEC contract.
• Blatnik Bridge rehabilitation/replacement. This major project (possibly more than $500 million) may or may not generate significant work over the 3-5 year life of the GEC contract, but it is a likely alternative delivery project and is slated to be let in the later 2020s.

Known Program Tasks
• Provide a Design-Build program review and recommend improvements
• Provide a CMGC program review and recommend improvements
• Review the Design-Build and CMGC contract templates and recommend/implement improvements

Possible Alternative Delivery Program Tasks
• Review MnDOT’s delivery method selection processes and recommend/implement improvements
• Review and provide input to further improve estimating processes
• Review and provide input to further improve risk management processes
• Develop and implement new alternative delivery methods, possibly including Progressive Design-Build, Public-Private-Partnerships, or bundling strategies within one of the existing frameworks

Other transportation projects and program support tasks are likely to be identified during the term of the Master Contract. If the selected GEC does not have the experience or skill sets necessary to perform specialized tasks, MnDOT may allow the addition of specialized sub-consultants to perform these tasks after the contract is executed.

Project Constraints
The GEC contract would serve as a master agreement with MnDOT for a period of up to five years, length of agreement will be determined by MnDOT.

The responder must have the ability to perform all tasks listed in Appendix A, Sections 2.0, 3.0, 4.0, and 5.0.
See Organizational Conflicts of Interest for additional constraints.

**QUESTIONS**

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

Kelly Arneson
Kelly.Arneson@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 Daylight Time on September 1, 2020.

MnDOT anticipates posting answers to such questions no later than 2:00 p.m. Central Daylight Time on September 8, 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. Responder’s company name, business address, the contact person’s name, telephone number, and email address (as available).

   Key Personnel - Responders must provide statements and resumes for the key personnel listed below in this section (Appendix A provides additional information on the qualifications required for these individuals, but does not add any additional response requirements). The statements and resumes should detail the individuals’ work experience, expertise, and technical qualifications relevant to the proposed work and tasks identified in this RFP. Resumes for Key Personnel must be limited to two pages each. No change in Key Personnel will be permitted without the written approval of MnDOT’s Project Manager.

   Describe the administrative structure by which these Key Personnel will be managed and assigned to particular projects. Also describe the operational structure by which these Key Personnel will complete their work and interact with one another. Clarify the roles and responsibilities of the Key Personnel, including which are most likely to be involved in “typical” Design-Build RFPs and which are more likely to be reserved for more unique situations (including time periods with heavy volumes of work).

   Individuals may fill multiple Key Personnel positions (for example Contracting Expert and Project Manager) if a responder feels this would enhance their proposal.
Key Personnel:

1. Alternative Contracting Program Manager

The Alternative Contracting Program Manager will be the primary point of contact between MnDOT and the GEC regarding alternative contracting work orders. This person will be responsible for making certain that the correct resources are available at the correct times to efficiently produce quality products and meet deadlines. This person must be available to meet with MnDOT staff regularly to discuss quality and schedule. See Appendix A for required qualifications.

2. Alternative Contracting Experts

   - Design-Build Contracting Expert(s)
   - CMGC Contracting Expert(s)

The Contracting Experts will be the personnel most responsible for making suggestions for programmatic improvement, making certain that programmatic tasks and project documents are completed in accordance with the highest levels of delivery method expertise, and generally advising MnDOT regarding the unique aspects of the alternative delivery methods. More than one person may be proposed per Expert position if a responder feels this would enhance their proposal; however, the roles and responsibilities of each must be clear, including which Design-Build Contracting Experts are committed to “typical” RFPs and which are held in reserve for more unique efforts or challenges. The Design-Build Contracting Expert(s) may be required to meet with project staff in person up to weekly during the procurement phase of a project. See Appendix A for required qualifications.

3. Pre-Award Activity Staff (include all positions in Appendix A)

   - DB Project Manager(s)
   - Technical Area Specialists (Roadway Design Engineers through Estimators)
   - Contract Editor(s)
   - CM/GC Project Management Support

The DB Project Managers will be the personnel most responsible for making certain that individual tasks and documents (including manuals, RFPs, etc) are completed on time, efficiently, and at the highest levels of overall quality. They will be responsible for making certain that contracting experts, technical staff, editors, etc are becoming involved in tasks at the correct time and that challenges are being effectively resolved. The Technical Area Specialists will be most responsible for making certain that preliminary engineering and Design-Build RFP sections are completed at the highest levels of technical expertise, regardless of whether MnDOT technical staff are able to provide input or not. The Contract Editors will be the personnel most responsible for writing and editing documents (including manuals, procurement templates, Design-Build RFPs, etc) while ensuring they are completed with logical organization, consistent styles, and without errors or ambiguities. The Contract Editors must have good organizational and communication skills.

The CM/GC Project Management Support will be personnel responsible for assisting the MnDOT Project Manager with various non-procurement related tasks during a project’s pre-construction phase. This may include assisting with managing the work being performed by MnDOT’s Designer and CM/GC Contractor and coordinating that work with the work being performed by MnDOT’s Independent Cost Estimator and Estimating Engineer.
See Appendix A for required qualifications.

4. Design-Build Contract Administration Experts
   • Quality Coordinator(s)
   • Contract Administrator(s)

   The Quality Coordinator will be the person responsible for executing MnDOT’s quality assurance practices on DB projects. This includes typical DBB practices as well as the development and implementation of new quality management systems, training oversight staff on design and construction quality management processes, auditing a Design-Build contractor’s quality management processes, reviewing quality manuals, etc. The Contract Administrator’s primary role will be to assist MnDOT’s project manager with contract administration matters such as the preparation and negotiation of change orders, coordination and processing of payments to the contractor, claim management, and assistance with miscellaneous project-management tasks. See Appendix A for required qualifications.

2. Company Background and Experience. Responders should provide the following:

   **Alternative Contracting**
   • An overview of the responder’s Design-Build qualifications and experience with examples of Design-Build work performed by the responder for the Department, for other transportation agencies, or for a Design-Build Contractor. The responder should clearly identify what their roles were for the experience cited and include a description regarding how this work is relevant to the goal of this contract.
   • An overview of the responder’s CMGC qualifications and experience with examples of CMGC work performed by the responder for the Department, for other transportation agencies, or for a CMGC Contractor. The responder should clearly identify what their roles were for the experience cited and include a description regarding how this work is relevant to the goal of this contract.
   • An overview of the responder’s experience with other alternative contracting methods such as ID/IQ, P3, Progressive DB, etc. The responder should clearly identify what their roles were for the experience cited.
   • An overview of the responder’s experience with the research, development, and implementation of alternative delivery programs. The responder should clearly identify what their roles were for the experience cited.
   • An overview of the responder’s experience with developing procurement documents or other documents that require technical writing skills. The responder should clearly identify what their roles were for the experience cited.

3. Project Management

   **Design-Build Request for Proposals**

   Design-Build projects are often complicated and are often advanced with limited notice. Describe the responders’ approach to managing and developing Design-Build requests for proposals (RFPs). Include narratives, illustrations, and specific commitments as necessary to address the following:

   • How a typical RFP development process will proceed. Include a rough schedule of the involvement of the different Key Personnel and associated major activities. Make it clear when Contracting Experts and Contract Editors will become involved in the process. Make it clear how the project strategies (such as risk assignment, procurement options, template choices, etc) will be discussed and determined with the MnDOT Project Manager.
• How the responder’s team will quickly mobilize to meet aggressive and/or concurrent procurement schedules. Discuss how existing Key Personnel workloads, including other MnDOT RFPs, will be managed and what depth of personnel will support the responder’s Key Personnel.
• How technical expertise and GEC depth will be maintained over the life of the GEC contract.
• How conflicts will be handled in the event that some contracting experts, technical experts, contract editors, MnDOT project staff, or MnDOT specialty office staff disagree with the direction of an RFP. How might the conflict be resolved while maintaining quality? How will the GEC make certain that opportunities aren’t missed?
• How the responder plans to implement quality control and assurance practices to minimize the number of clarification questions and addenda required on projects.
• Any additional information relevant to the successful function of the team.

4. Innovation - Provide a list of innovations, additional tasks, and/or activities that could substantially improve MnDOT’s alternative contracting programs. Include associated barriers to implementation and potential options to address these barriers. Describe the responder’s past history with successfully implementing similar innovations, additional tasks, and/or activities and describe how this experience may help MnDOT with implementation.

5. The forms and documents required under any other section of this RFP (include as appendices).

6. Federally funded work orders under this Contract may have Disadvantaged Business Enterprise (DBE) goals. Responders should discuss their past performance satisfying DBE goals on other consultant contracts. Responders should also provide their process to obtain DBE participation on Work Orders executed under this Contract aligning with Federal Regulations CFR 49, part 26 Appendix A.

The Proposal must not exceed 16 pages (not including cover letter, resumes and appendices). All pages must be 8 ½” x 11”. Cover letter must be limited to 2 pages.

The responder must not include price information either in the body of the proposal or as a separate submittal.

Proposal Evaluation
Representatives of MnDOT will evaluate all responses received by the deadline. In some instances, an interview may be part of the evaluation process. All responses will be evaluated on the basis of qualifications. A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are:

1. Key Personnel (58%)
   Alternative Contracting Program Manager (6%)
   MnDOT will evaluate the following subfactors:
   • Experience managing similarly large and complicated contracts with multiple subordinate staff members and varied needs.
   • Experience, expertise, and technical qualifications that demonstrate an understanding of Design-Build and CMGC contracting in the transportation industry.

   Design-Build Contracting Expert (16%)
   MnDOT will evaluate the following subfactors:
   • Experience, expertise, and technical qualifications of the Design-Build Expert (see Appendix A) that demonstrate an extensive knowledge of Design-Build procurement, contracting, and associated risks in the highway and bridge transportation industry.
• Experience, expertise, and technical qualifications of the Design-Build Expert that demonstrate an extensive knowledge of the practices of several other transportation agencies that have advanced Design-Build programs
• Experience, expertise, and technical qualifications of the Design-Build Expert that demonstrate an ability to implement strategies beyond simply recommending them
• Experience, expertise, and technical qualifications of the Design-Build Expert that demonstrate a familiarity with typical DOT processes and constraints

**CMGC Contracting Expert (8%)**

MnDOT will evaluate the following subfactors:
• Experience, expertise, and technical qualifications of the CMGC Expert (see Appendix A) that demonstrate an extensive knowledge of the CMGC delivery method in the highway and bridge transportation industry
• Experience, expertise, and technical qualifications of the CMGC Expert (see Appendix A) that demonstrate an extensive knowledge of the CMGC practices of other state DOTS that have established CMGC programs, particularly related to CMGC procurement, risk management, and price negotiations for construction
• Experience, expertise, and technical qualifications of the CMGC Expert (see Appendix A) that demonstrate the technical writing skills necessary to develop procurement documents and programmatic or project-specific process documents

**Pre-Award Activity Staff (24%)**

MnDOT will evaluate the following subfactors:
• The ability to meet and exceed the qualifications in Appendix A. Project manager qualifications will be given more weight than the other positions, although all are important.

**Contract Administration Staff (4%)**

MnDOT will evaluate the following subfactors:
• The ability to meet and exceed the qualifications in Appendix A

2. **Company Qualifications and Experience (10%)**

MnDOT will evaluate the following subfactors:
• Experience, expertise, and technical qualifications that demonstrate an organizational understanding of the Design-Build and CMGC contracting methods in the transportation industry
• Experience, expertise, and technical qualifications that demonstrate organizational experience with the research, development and implementation of alternative contracting techniques such as Design-Build, CMGC, ID/IQ, P3, etc. for similar transportation system owners
• Experience, expertise, and technical qualifications that demonstrate organizational experience with the development of similarly complex road and bridge contract documents

3. **Project Management (20%)**

MnDOT will evaluate the following subfactors:
• Effectiveness of the overall approach to managing the development of RFPs, particularly the efficient involvement of Contracting Experts to ensure strategically sound RFPs that minimize risks and maximize opportunities.
• Ability to mobilize quickly to meet aggressive or concurrent procurement schedules without sacrificing quality due to Key Personnel availability and/or depth of team.
Effectiveness of the quality control / quality assurance approach, most specifically at it relates to providing high-quality delivery method and technical knowledge and converting it into high-quality contractual language without errors

4. **Innovation (8%)**
   
   MnDOT will evaluate the following subfactors:
   - Ability to propose cost-effective innovations to improve MnDOT’s alternative contracting program and possibly develop new initiatives.
   - Effectiveness of the proposed innovations
   - Effectiveness of the responder’s implementation strategy

5. **Certified Small Business Plan (4%)**
   
   MnDOT will evaluate the following subfactors:
   - Experience with satisfying certified small business goals on other consultant contracts.
   - Effectiveness of responder’s approach to obtain certified small business participation on Work Orders.

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

Proposals will be evaluated and a successful responder will be chosen on the basis of qualifications only. If MnDOT and the successful responder are unable to negotiate the GEC master contract within a reasonable time (as determined by MnDOT in its sole discretion), then MnDOT may declare negotiations to be at an impasse and may commence negotiations with the next highest-ranked responder. After execution of the master contract, MnDOT and the successful responder will negotiate each work order.

**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.

<table>
<thead>
<tr>
<th>Document</th>
<th>Maximum Number of Pages</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal</td>
<td>16 pages</td>
<td>- Single-sided, 8.5”x11” pages, with no smaller than 11 point font.</td>
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</tbody>
</table>

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

**PROPOSAL SUBMITTAL INSTRUCTIONS**

All proposals must be electronically submitted via e-mail, to the attention of:

Kelly Arneson

Kelly.Arneson@state.mn.us

All proposals must be submitted no later 2:00 p.m. Central Daylight Time on September 18, 2020.
PROPOSAL EVALUATION

Representatives of MnDOT will evaluate all proposals received by the deadline. In some instances, an interview may be part of the evaluation process. MnDOT reserves the right, based on scores of the proposals, to create a short-list of responders to interview. A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are broken down in the following table:

<table>
<thead>
<tr>
<th>Rating Factor</th>
<th>Weighting Percentage</th>
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<tbody>
<tr>
<td>Key Personnel</td>
<td>58%</td>
</tr>
<tr>
<td>Company Qualifications and Experience</td>
<td>10%</td>
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<tr>
<td>Project Management</td>
<td>20%</td>
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<tr>
<td>Innovation</td>
<td>8%</td>
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<tr>
<td>Certified Small Business Plan</td>
<td>4%</td>
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</tbody>
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GENERAL REQUIREMENTS

Responders must adhere to all terms of this RFP.

Late proposals will not be considered. Fax proposals will not be accepted or considered. All costs incurred in responding to this RFP will be borne by the responder.

1. Affidavit of Noncollusion

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

2. 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.

3. 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.

4. 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.

5. **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.

6. **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](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 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.

7. **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.

8. **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.

9. **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.
10. **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.”

11. **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.

12. **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.

13. **Certification Regarding Debarment and Suspension**
Federal money will be used (or may potentially be used) to pay for all or part of the work under the contract; therefore, this contract is a covered transaction for purposes of 49 Code of Federal Regulations (“CFR”) Part 29. As such, the successful responder is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The successful responder will be required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its proposal, responders certifies as follows:

The certification in this clause is a material representation of fact relied upon by the MnDOT. If it is later determined that the responder knowingly rendered an erroneous certification, in addition to remedies available to the MnDOT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The responder agrees to comply with 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.

14. **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.

   14.1. **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.

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

      14.2.1. **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.

14.2.2. 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

14.2.3. 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

14.2.4. 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.

14.2.5. **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.

14.3. **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.

14.4. **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.

15. **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.
16. **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.

17. **Nonresident Vendor Requirements.**
Please note: nonresident vendors seeking to provide architecture, engineering, landscape architecture, land surveying, geoscience, or certified interior design services as a contractor or subcontractor, and as defined by Minnesota Statutes section 326.02, must comply with the requirements of Minnesota Statutes section 326.13.

18. **Plain Language and Accessibility Standards**
   **18.1. 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.

   **18.2. 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 (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.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.

19. **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.

20. **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.

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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 response.

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

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

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

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

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

**Statutory Guidance:** Minnesota Statutes §16C.02, subdivision 10(a) places limits on state agencies ability to contract with entities having an “organizational conflict of interest”. For purposes of this checklist and disclosure requirement, the term “vendor” includes “proposer” as defined above. Pursuant to such statute, “organizational conflict of interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.
Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering: The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules Part 1805.0300). Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

**An organizational conflict of interest may exist in any of the following cases:**

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

The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

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

☐ Determined that no potential organizational conflict of interest exists.
☐ Determined that a potential organizational conflict of interest exists, as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature  Date

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

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

I swear (or affirm) under the penalty of perjury:
1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response, submitted in response to the announcement has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other responder of materials, supplies, equipment or services described in the announcement, designed to limit fair and open competition;
3. That the contents of the response have not been communicated by the responder, or its employees or agents, to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the letters of interest; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature:

Responders Firm Name: ____________________________________________________________

Print Authorized Representative Name: ____________________________________________ Title: ________________________

Authorized Signature: ____________________________________________ Date: ________________
STATE OF MINNESOTA
WORK FORCE CERTIFICATE INFORMATION

This form is required by state law for all responses that could exceed $100,000.00. Complete this form and return it with your response. 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: __________

Printed Name: ___________________________________________ Title: _______________________

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

Web:  http://mn.gov/mdhr/
TC Metro: 651-539-1095  Toll Free: 800-657-3704  TTY:651-296-1283
Email: compliance.mdhr@state.mn.us
STATE OF MINNESOTA
EQUAL PAY CERTIFICATE

If your response 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.

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

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.

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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 announcement):

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).

Statutory requirements and appropriate documentation must be met by the letter of interest due date and time to be awarded the veteran-owned preference.

CLAIM THE PREFERENCE

You must submit this form, and the documentation required above, as part of your letter of interest 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
CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over $100,000

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

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

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

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

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

__________________________________________________________________
Organization Name
__________________________________________________________________
Name and Title of Official Signing for Organization

By: _______________________________________________________________
    Signature of Official

__________________________________________________________________
Date
STATE OF MINNESOTA
RESIDENT VENDOR FORM

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

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

To receive recognition as a Minnesota Resident Vendor (“Resident Vendor”), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your response. Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

1. Is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. (This includes a foreign corporation duly authorized to engage in business in Minnesota.)
   ___Yes ___No (must check yes or no)
2. Has paid unemployment taxes or income taxes in the state of Minnesota during the 12 calendar months immediately preceding submission of the response for which any preference is sought.
   ___Yes ___No (must check yes or no)
3. Has a business address in the state of Minnesota.
   ___Yes ___No (must check yes or no)
4. Agrees to submit documentation, if requested, as part of the response process, to verify compliance with the above statutory requirements.
   ___Yes ___No (must check yes or no)

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

Name of Company: __________________________________________ Date: _____________________________

Authorized Signature: _________________________________________ Telephone: ____________________________

Printed Name: __________________________________________ Title: _____________________________

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