

## REQUEST FOR PROPOSALS (RFP)

### Minnesota Department of Transportation (MnDOT)

#### Independent Cost Estimating & Engineer's Estimating Services for the TH 10/75-11<sup>th</sup> Street CMGC Project

#### 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](http://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.

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

#### PROJECT SPECIFIC INFORMATION

##### Project Overview

MnDOT requests responses for Independent Cost Estimating (ICE) and Engineer's Estimating (EE) Services for the TH 10/75-11<sup>th</sup> Street Underpass Construction Manager/ General Contractor (CMGC) project in Moorhead, Minnesota. The ICE and EE services for this project will be provided with two separate contracts, performed by two separate contractors. The scope of work in this RFP is applicable to both the ICE and EE services; however, it should be noted that the ICE Contractor will work under the direction of MnDOT's CMGC Program Manager and the EE Contractor will work under the direction of MnDOT's Estimating Engineer. Responder's submission of a proposal is acknowledgement that Responder may be assigned, at the discretion of MnDOT, the ICE or EE services contract.

MnDOT intends to deliver this project by using the CMGC project delivery method. MnDOT will procure the CMGC Contractor and Final Design Consultants through separate procurement processes. The selected Contractor will participate and interact with the collaborative professional project delivery team (Project Team), consisting of MnDOT and MnDOT's Design Consultants and CMGC Contractor, throughout the project and at critical pricing milestones, expected to occur at the 30%, 60%, and 90% designs. The Contractor (ICE/EE) is to provide independent and objective construction cost estimates, schedules, and schedule analysis on behalf of MnDOT. The independent cost estimates performed by the ICE and EE will be used by MnDOT to assess the reasonableness of the CMGC Contractor's cost estimates and price proposal/bid so that MnDOT can ultimately make a determination whether to award a construction contract(s) to the CMGC Contractor.

Responders should be aware that the design of this project may be phased to optimize the project delivery schedule and/or reduce project cost. The design phasing may involve issuing multiple construction contracts (work packages) to allow for early material procurement or early construction activities to take place. The Contractors will provide independent estimates of the construction costs for each work package or contract pertaining to this Project. If multiple work packages are issued and additional cost estimates are needed, the contracts for the ICE and EE services will be amended accordingly.

MnDOT is programming construction of the T.H. 10/75 – 11<sup>th</sup> Street Underpass Project in Moorhead, Minnesota as State Project No. 1401-177. The project includes two grade separations of T.H. 10/75 under the Burlington Northern and Santa Fe (BNSF) Kansas & Oklahoma (KO) (double track) and Prosper (single track) rail lines. Construction of railroad shooflies is anticipated to allow the new rail bridges to be constructed on the existing rail alignment while rail traffic is diverted around the new bridge construction. Additional work is anticipated to include retaining walls, storm sewer pump station/pond and outfall, sanitary sewer and water utility relocations, pedestrian accessibility (ADA) improvements, paving, and new signal systems at the intersections with Main Street, Center Street, and 1<sup>st</sup> Street.

The project was bond funded by the Minnesota State Legislature in 2020. Other funds to make up the project costs come from MnDOT, the City of Moorhead, Clay County and BNSF Railroad. The project has been developed through the layout and environmental document phase by the City of Moorhead, with support from MnDOT. MnDOT will take the lead in managing the project's final design and construction phases, including managing the CMGC Contractor.

Under existing conditions in downtown Moorhead, including along TH 10/75, vehicles experience reduced mobility due to congestion (delay) and poor travel time reliability caused by train blockages at at-grade railroad crossings. There is no efficient north-south route for vehicles across the BNSF KO and Prosper Subdivisions. This creates reduced mobility and increased safety risks between north and south Moorhead and along TH 10/75 through downtown. Reduced mobility is especially pronounced along 11<sup>th</sup> Street, a minor county arterial, due to south Moorhead's population growth, retail stores and higher education. 11<sup>th</sup> Street is also used by emergency services located in north Moorhead. The KO and Prosper Subdivisions currently experience approximately 48 and 22 train blockages per day, respectively, including one or two switching movements. Rail traffic volumes are anticipated to increase by approximately 1 percent annually to 62 and 28 blockages per day, respectively, by 2045.

Moorhead is bisected by BNSF Railway's KO and Prosper subdivisions. Currently, these two lines carry a combined total of 70 trains per day impacting 9 at-grade crossings. These train impacts result in crossings being blocked up to 22 percent of the day, equating to 5.3 hours of blocked crossings per day. Average train blockage times at the BNSF KO and BNSF Prosper lines are 3.2 minutes and 4.8 minutes, respectively. Blockage times can increase by 4-5 minutes to clear the vehicular queues that have built up during traffic peaks.

The current daily traffic volume on 11<sup>th</sup> Street through the project is approximately 6,000. The current daily traffic volume to the west at 8<sup>th</sup> Street is approximately 15,000 and to the east at 14<sup>th</sup> Street is approximately 4,000. The current daily east/west traffic volume is approximately 18,000 on Main Avenue, 10,000 on Center Avenue, and 12,000 on 1<sup>st</sup> Avenue.

By removing the at-grade railroad/highway crossings in downtown Moorhead at both 11<sup>th</sup> Street crossings, the Project will reduce rail exposures resulting from high train and traffic volumes, improve traffic capacity and safety on the crossing streets, reduce traffic delays, improve movement of freight, improve emergency response times, and stimulate economic growth.

Although the Project has independent utility, when combined with work already completed or being completed in the area along TH10 and TH75, it will provide an integrated and complete approach to improving long standing safety, mobility, and economic needs facing the city of Moorhead and the State of Minnesota. This project is also part of the effort to improve the connectivity of regionally and nationally significant transportation assets and is located along the Great Northern Corridor.

Key elements of the project include:

- New rail bridges to separate the crossings of the BNSF KO (double Track) and Prosper (Single track) subdivisions. Currently, MnDOT is evaluating bridge types for these bridges, including a through-girder bridge and a steel plate girder bridge. Proposers should be aware that the BNSF has expressed concerns with a through-girder bridge because this bridge type has less redundancy. Shoofly construction is anticipated to allow the new rail bridges to be constructed on the existing rail alignment while rail traffic is diverted around the new bridge construction. Communication with the BNSF is ongoing. Future discussions with BNSF on bridge type selection, construction means and methods, and track windows will help guide the work adjacent to the current rail lines and shooflies. This upfront coordination, and the contractor's participation in this effort, is expected to minimize risk and maximize efficiencies with the bridge work, temporary shoring, and associated grading/civil work to optimize the schedule and reduce cost.
- Retaining walls will make up the grade differences in much of the project area. Reducing the amount of retaining walls and optimizing the design and construction of the retaining walls needed will be important to saving cost and time.
- Dewatering and drainage needed during construction and once construction of the final pumping station/pond and outfall are complete will be key elements of the project given the proximity to the Red River and BNSF's rail lines. This will require a good plan to manage water during the project's construction phase.
- New signals at Main/11<sup>th</sup>, Center/11<sup>th</sup>, and 1<sup>st</sup>/11<sup>th</sup>.

It is anticipated that the Project's construction will begin in the Spring of 2024. Potential options to begin critical work as early as the Fall of 2023 will be evaluated during the design development. It is anticipated that all major work (except maintenance and final cleanup) will be completed by Fall/Winter of 2025.

It is assumed that at least two of the east/west roadways (1<sup>st</sup>, Center Avenue and Main Avenue) will be maintained through the project area while each underpass is being constructed. Several local routes will be used by the traveling public and some of these routes may require improvements to handle the added traffic. The details of how to handle the local system traffic and construction staging will be addressed in collaboration with the CMGC Contractor during the design process.

Access for pedestrians and local businesses will need to be maintained/provided during the Project's construction phase. Securing the railroad property will also be required during the Project's construction phase.

Sanitary and water utility relocations are expected to be part of this project. Utility coordination will be critical to the project and to optimizing the schedule. Utilities have been contacted to begin the process of informing them about the upcoming work. These utilities include sanitary sewer, water, power, and telecommunications.

Right of Way (R/W) acquisition for this project is underway to allow for early buyouts of available parcels and will continue through the development of the final plans.

It is anticipated that some of the area in/around the railroad property will be contaminated.

Additional information regarding the T.H. 10/75 – 11<sup>th</sup> Street Underpass Project is available at the following project website: <http://www.dot.state.mn.us/d4/projects/moorhead11thstunderpass/index.html>

Reference and background materials for this project are available at the following project supplemental information website: <http://www.dot.state.mn.us/d4/bidding/moorhead/>

Additional information regarding MnDOT's CMGC process can be found on MnDOT's CMGC Website: <http://www.dot.state.mn.us/const/tools/const-manager-general-contractor.html>

Proposers are advised that reference materials are updated regularly, and Proposers are responsible for checking the websites for new or updated materials. In the event of any discrepancies between the information on the project ftp site and the project website, the information on the project ftp site will take precedent.

### **Status of National Environmental Policy Act (NEPA) Environmental Document**

The current environmental process for this project is a federal Non-programmatic Categorical Exclusion. This document must be approved by MnDOT's Chief Environmental Officer and FHWA. Project impacts will be determined as the project progresses through design. Work on the document is underway, with completion anticipated to occur by the Summer of 2021. The documentation process must be complete prior to soliciting a price proposal/bid for construction (including any early work packages, such as those for material procurement).

### **Project Goals**

- Provide an efficient north-south route for vehicles under the BNSF Railroad KO and Prosper Subdivisions in Downtown Moorhead to improve vehicle mobility (including for transit and emergency services) and travel time reliability, improve safety, and improve pedestrian accessibility.
- Complete the project (construction, engineering, right-of-way) within the budget.
- Substantial completion of the project's construction within two years.
- Optimize the schedule and construction staging/maintenance of traffic to minimize impacts to the community, traveling public, and railroad.
- Design and construct a quality project that minimizes future maintenance.
- Provide a safe work environment for the workers, community, and traveling public during construction.
- Minimize impacts to the environment.
- Deliver a project that provides the best-value.
- Build a professional and collaborative Project Team among the owner, designers, contractors, and stakeholders using the CMGC delivery method.
- Maintain public trust and confidence in the Project and the CMGC process.

### **Estimated Cost and Preliminary Project Schedule**

The estimated construction cost of the Project is \$65 million - \$85 million. The associated funding is still being finalized. Currently, the project is partly funded. MnDOT plans to set a budget for the project at or before the project's 30% design.

Construction is anticipated to begin in the Spring of 2024 and to be substantially complete (minus maintenance and final cleanup) by the Fall of 2025. Potential options to begin critical work as early as Fall of 2023 will be evaluated during the design development.

<b>Preliminary Project Schedule</b>	
Kickoff Meeting	Summer 2021
Selection of Preferred Alternative/Final Design Kickoff	Winter 2021/2022
30% Design-Review/Cost Estimate/Schedule	Spring 2022
60% Design Review/Cost Estimate/Schedule	Fall 2022
90% Design Review/Cost Estimate/Schedule	Spring 2023
Issue for Bid	Fall/Winter 2023
Start Construction	Spring 2024
Substantial Completion of the Overall Project	Fall 2025

**Desired Skills**

**A. CONSTRUCTION COST ESTIMATOR(S) KNOWLEDGE, SKILLS, AND EXPERIENCE**

For the Cost Estimator role, preference will be given to individuals who have:

- 1) Proficiency in production-based, heavy civil estimation software platforms
- 2) Experience performing contractor-style, production-based cost estimates for projects of similar scope, size, and complexity to the TH 10/75-11<sup>th</sup> Street Underpass project, including experience with complex interchange reconstruction.
- 3) Ten years or more of recent and relevant estimating experience in all trades of heavy civil and transportation, along with knowledge of construction means, methods, and equipment in these areas.
- 4) Experience identifying, assessing, and pricing risk.
- 5) Experience working with owners, designers, and CMGCs, serving as an Independent Cost Estimator or Engineer’s Estimator on a CMGC project(s).
- 6) Experience working for a construction contractor estimating and/or managing construction projects that are relevant to the TH 10/75-11<sup>th</sup> Street Underpass project.

**B. SCHEDULER(S) KNOWLEDGE, SKILLS, AND EXPERIENCE**

For the Scheduler role, preference will be given to individuals who have:

- 1) Experience developing construction schedules for projects of similar scope, size, and complexity to the TH 10/75-11<sup>th</sup> Street Underpass project.
- 2) The ability to review the CMGC Contractor’s construction schedule and provide written analysis and recommendations to improve its usefulness to the Project Team.
- 3) Eight years or more of recent and relevant scheduling experience in all trades of heavy civil and transportation, along with knowledge of construction means, methods, and equipment in these areas.
- 4) Demonstrated proficiency in critical path scheduling (Primavera P-6 experience a plus) and analysis on at least three construction projects.

**Scope of Work and Deliverables**

The scope of services to be provided includes, but is not limited to, the following:

**A. CONSTRUCTION COST ESTIMATING AND SCHEDULING**

- 1) Provide technical assistance during the scoping/preliminary design phase (prior to 30% design) as design alternatives are evaluated. The technical assistance may include providing risk assessments, constructability input, cost estimates, and schedules for alternatives (including various staging/access alternatives) being evaluated.

- 2) Provide independent cost estimates and associated schedules during final design, using contractor style (production-based) methodologies and production-based heavy civil estimating software platforms. Cost estimates and the associated schedules are expected to occur at three pricing milestones during the design phase (30%, 60%, and 90%). In addition, provide a final estimate and associated schedule for construction. The bid/letting date will occur at the point in time when MnDOT, the Design Consultant, and the CMGC Contractor agree that the Project has been designed to a sufficient level of detail to allow the CMGC Contractor to accurately bid and construct the Project.
- 3) Provide summary and detailed cost breakdowns and translate production-based estimates into the MnDOT unit price estimate format using MnDOT standards and Minnesota labor laws.
- 4) Attend price reconciliation meetings between MnDOT and the CMGC Contractor at the 30%, 60%, and 90% pricing milestones. The price reconciliation meetings at each pricing milestone are expected to be 1-2 days in duration and take place at a MnDOT facility in the Detroit Lakes, MN area. The ICE Contractor's responsibility at these meetings is to provide information to support the basis of their estimate and to reconcile price differences with the CMGC Contractor's estimate. The ICE Contractor's estimate is transparent. The EE Contractor's responsibility at these meetings is to ask the ICE Contractor and CMGC Contractor questions/clarifications that aid in reconciling price differences among the estimates. The EE Contractor's estimate is not transparent. Both the ICE and EE advise the Project Team if there may be more cost-effective ways to accomplish the work (including means and methods, equipment, material costs, and risk assignment).
- 5) Provide feedback on risk management which includes identifying, assessing, mitigating, and allocating risks. Formal risk workshops are anticipated to coincide with design/constructability reviews and estimating workshops at each pricing milestone (30%, 60%, and 90% designs).
- 6) Provide feedback on constructability matters. Formal design/constructability review workshops are anticipated to coincide with risk workshops at each pricing milestone (30%, 60%, and 90% designs).
- 7) Provide assistance to the Project Team to determine cost impacts of: project phasing, labor availability, mobilization and site access, sequence of design and construction, and availability and procurement of equipment and materials.
- 8) Review and assess the CMGC Contractor's bid/price proposal for recommendation in award of a construction contract.
- 9) Attend and participate in the following meetings:
  - a. Initial Kickoff Meeting anticipated to take place at a MnDOT facility in the Detroit Lakes, MN area;
  - b. Estimate Coordination, Design/Constructability Review, and Risk workshops anticipated to take place at a MnDOT facility in the Detroit Lakes, MN area at each pricing milestone (30%, 60%, and 90% designs). These workshops are anticipated to occur in conjunction with each other over a 1-2 day period for each pricing milestone.
- 10) Participate remotely in the following meetings:
  - a. Regular Project Team meetings/conference calls to be held bi-weekly during the preconstruction phase of the project. The purpose of these meetings is to stay informed regarding the design development and to discuss the schedule, work in progress, work completed, upcoming priorities, constructability matters, and risks.
  - b. Bid/price proposal analysis and award recommendation meeting.
- 11) Maintain notes, actions items, and decisions made.
- 12) The construction of this project will be funded with federal, state, and local funds. The ICE/EE will be expected to estimate the cost of construction while meeting the specified goal(s), such as those for DBE participation.
- 13) Review the CMGC Contractor's construction schedule at each pricing milestone (30%, 60%, and 90% designs). Provide written analysis and recommendations to improve its usefulness to the Project Team. Demonstrate practicality in approach and concentrate remarks and discussions on critical path and high-risk activities as identified in the Risk Register that will be developed during the Risk Workshops and maintained by MnDOT and the Design Consultant.
- 14) Must certify that the Responder's Quality Management Plan (QMP) has been adhered to when submitting each construction cost estimate and schedule to MnDOT.

**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**

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

Kelly Arneson

[Kelly.Arneson@State.mn.us](mailto: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 July 15, 2021.

MnDOT anticipates posting answers to such questions no later than 2:00 p.m. Central Daylight Time on July 19, 2021.

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**

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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. Qualifications – Knowledge, Experience, and Past Performance (55 points):**

Responders must provide an outline of their knowledge, experience, and past performance, with examples of similar work performed and a list of personnel who will conduct the project work, detailing their training and work experience. This includes the following:

- Provide an organizational chart of the proposed Contractor's staff and a statement that commits the individuals identified in the RFP for the duration of the project's design phase. Clearly identify the Lead Bridge Cost Estimator, Lead Civil Cost Estimator, and Scheduler (one person may serve more than one role) on the organizational chart. No change in personnel assigned to the Project will be permitted without the written approval of MnDOT's Project Manager.
- Provide a project experience table listing relevant projects (similar in complexity, scope of work, and/or cost) that are ongoing or completed in the last fifteen (15) years. At a minimum, the following information must be included in the project experience table for each project: the project/contract name, year (award year and completed year), project description, project delivery method (design build, design bid build, CMGC, etc.), overall construction cost, Responder's role on the project, and Responder's Key Personnel assigned to the project (name and a clear description of the each person's role).
- Provide resumes for the Lead Civil Cost Estimator, Lead Bridge Cost Estimator, up to (2) two supporting Cost Estimators, and Scheduler. Resumes must include the individual's education, work history, pertinent certifications, length of tenure with the Proposer, and relevant experience with similar projects. As part of the resume, provide three references for each Key Person, with at least 2 references coming from an Owner. References must include current telephone numbers and email addresses. Resumes must be limited to two pages per person. Excess pages to the resume will not be reviewed and evaluated.

Responders will be evaluated on the following items:

Cost Estimating - Cost Estimator(s) (45 points out of 55 points)

- Commitment of Cost Estimator(s).
- Proficiency in production-based, heavy civil estimation software platforms.
- Experience performing contractor-style, production-based cost estimates for projects of similar scope, size, and complexity to the TH 10/75-11<sup>th</sup> Street Project.
- Recent and relevant estimating experience (at least ten years preferred) in all trades of heavy civil and transportation, along with a knowledge of construction means, methods, and equipment in these areas.
- Experience identifying, assessing, and pricing risk.
- Experience working with owners, designers, and contractors, serving as an Independent Cost Estimator or Engineer's Estimator on a CMGC project(s).
- Experience working for a construction contractor estimating and/or managing constructing projects relevant to the TH 10/75-11<sup>th</sup> Street project.

Scheduling – Scheduler (10 points out of 55 points)

- Commitment of Scheduler.
- Experience developing and reviewing construction schedules for projects of similar scope, size, and complexity to the TH 10/75-11<sup>th</sup> Street project.
- Recent and relevant scheduling experience (at least eight years preferred) in all trades of heavy civil and transportation, along with a knowledge of construction means, methods, and equipment in these areas.
- Demonstrated proficiency in critical path scheduling (Primavera P-6 experience a plus) and analysis on at least 3 (three) construction projects.

**3. Construction Cost Estimating and Scheduling Work Plan/Approach (20 points):**

Responders will be evaluated on the following items for this criterion:

- Approach to developing and evaluating cost estimates and construction schedules at the various pricing milestones and bid that includes:
  - How the schedule will be used in the development of the cost estimates.
  - How direct costs, including production rates, required crews, equipment rates, and materials are determined.
  - How indirect costs are determined.
  - How production-based estimates are developed specific to MnDOT standards/specifications and translated back into a MnDOT unit price estimate/bid format.
  - The roles and responsibilities of the Proposer's personnel (i.e. who will be doing what) and how the work will be coordinated among them.
- Approach to supporting the Project Team in design/constructability reviews, risk workshops, reconciling price differences and incorporating cost saving measures.

**4. Quality Management Plan (5 points):**

Responders must provide a project specific Quality Management Plan (QMP) that will be used on the project. The QMP must specify how responder will perform Quality Assurance and Quality Control (QA/QC) activities throughout the duration of the project to ensure delivery of a quality product in a timely manner that conforms to established contract requirements. The project specific QMP must be developed in accordance with MnDOT’s current QMP Manual located at: <http://www.dot.state.mn.us/design/qmp/index.html>. QMP evaluation criteria will focus on the strength and clarity of QMP, what value is added and the project specific scalable components of size, risk and complexity. Both the technical competencies of staff involved in this effort and the components of the QMP will be evaluated. Components of the QMP must include the following project specific items: a list of requirements, intent of the QMP, philosophy of the QMP, technical document review process, checking procedures, quality control verification and definitions. Proposals should indicate specifically how the QMP will be applied to this project. As noted above, the project specific QMP must be developed in accordance with the current MnDOT QMP Manual located at: <http://www.dot.state.mn.us/design/qmp/index.html>.]

**5. 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.

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

**6. Cost Proposal:**

Responders must provide, **in a separate electronic file**, a cost proposal. **Responders must provide both a .pdf and a Microsoft Excel version.** 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:

	Base	Additive	Cost Proposal Fee
MnDOT Approved Overhead Less than 140%	9%	4.0	13.0%
MnDOT Approved Overhead 140% through 149.9%	9%	3.0	12.0%
MnDOT Approved Overhead 150% through 159.9%	9%	1.5	10.5%
MnDOT Approved Overhead 160% or Greater	9%	0.0	9.0%

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.

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.

## 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.

Document	Maximum Number of Pages	Requirements
Proposal	6 pages	– Single-sided, 8.5"x11" pages, with no smaller than 11 point font.
QMP [Summary]	2 pages	– Single-sided, 8.5"x11" pages, with no smaller than 11 point font.

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.Arneseon@state.mn.us](mailto:Kelly.Arneseon@state.mn.us)

All proposals must be submitted no later 2:00 p.m. Central Daylight Time on July 29, 2021.

## 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:

Rating Factor	Weighting Percentage
Qualifications-Knowledge, Experience, and Past Performance	55%
Construction Cost Estimating and Scheduling Approach	20%
Quality Management Plan	5%
Cost Detail	20%

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

## 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 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):

- Contract Template Low Risk and High Risk
- Terms and Conditions High Risk
- Insurance Requirements
- Compensation and Payment High Risk

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

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

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

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

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

Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference, but no less than the percentage awarded to any other group under this section, on state procurement to certified small businesses that are majority-owned and operated by veterans.

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

## **11. 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.”

## **12. 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.

**12.1. 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.

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

**12.2.1. 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.

**12.2.2. 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

**12.2.3. 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

**12.2.4. 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.

**12.2.5. 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.

12.3. **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.

12.4. **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.

**13. E-Verify Certification (In accordance with Minnesota Statutes §16C.075)**

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

**14. 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.

**15. 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.

**16. Plain Language and Accessibility Standards**

16.1. **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.

16.2. **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/Std 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.

**17. 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.

**18. 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.

**19. Title VI Notice**

MnDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that, in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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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:

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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.

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Name Phone

**STATE OF MINNESOTA  
AFFIDAVIT OF NONCOLLUSION**

**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](mailto:compliance.MDHR@state.mn.us). If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

**BOX C – EXEMPT COMPANIES** that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest that we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

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

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**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/>.

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**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.

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**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

**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.

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To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the 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.

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**I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:**

1. Is authorized to conduct business in the state of Minnesota on the date a 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: \_\_\_\_\_

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