

1.0 Preliminary Design

- 1.12 Environmental Documentation – Class II Actions
- 1.13 Environmental Documentation – Class III Actions
- 1.21 Geometric Layouts – Level 1
- 1.22 Geometric Layouts – Level 2

2.0 Highway Design

- 2.11 Highway Design – Level 1
- 2.12 Highway Design – Level 2
- 2.13 Highway Design – Level 3

3.0 Bridge Design

- 3.11 Bridge and Structure Design – Level 1
- 3.12 Bridge and Structure Design – Level 2
- 3.13 Bridge and Structure Design – Level 3
- 3.14 Bridge and Structure Design – Level 4

4.0 Bridge Inspection

- 4.1 Structural Metals Inspection
- 4.4 High Mast Light Tower Weld Inspection

5.0 Environmental Studies

- 5.2 Air Quality Analysis
- 5.3 Noise Analysis & Abatement Design
- 5.4 Contaminated Property Investigation – Level I
- 5.51 Wetland Services – Level 1
- 5.52 Wetland Services – Level 2
- 5.53 Wetland Services – Level 3

6.0 Materials Testing

- 6.1 Geotechnical Studies
- 6.2 Highway Materials Testing
- 6.31 Geotechnical Laboratory Testing – Level 1
- 6.32 Geotechnical Laboratory Testing – Level 2
- 6.4 Vibration Analysis & Monitoring
- 6.5 Pile Load Testing
- 6.6 Standard Penetration & Rock Coring
- 6.7 Cone Penetration Test
- 6.8 Solid Stem Auger Drilling
- 6.9 Soils Analysis & Recommendations
- 6.10 Ground Penetration Radar Survey
- 6.11 Geotechnical Instrumentation

7.0 Transportation Planning

- 7.11 Planning – Class I
- 7.12 Planning – Class II
- 7.13 Planning – Class III

8.0 Right of Way Assistance

- 8.1 Direct Purchase
- 8.2 Relocation Assistance – Level 1
- 8.3 Field Title Investigation
- 8.4 Title Services
- 8.51 R/W Appraisals – Level 1
- 8.52 R/W Appraisals – Level 2

9.0 Land Surveys

- 9.11 Geodetic Control Surveying – Level 1
- 9.12 Geodetic Control Surveying – Level 2
- 9.13 Geodetic Control Surveying – Level 3
- 9.14 Geodetic Control Surveying – Level 4
- 9.2 Legal Description Preparation
- 9.3 Production of Right of Way Acquisition Plats
- 9.4 Design/Location Surveys
- 9.5 Right-of-Way Surveys
- 9.6 Land Surveys

10.0 Photogrammetric Mapping and Aerial Imagery

- 10.1 Photogrammetric Mapping
- 10.2 Aerial Imagery and Remote Sensing

11.0 Construction Inspection / Contract Administration

- 11.1 Construction Inspection Grading and Base, Bituminous and Concrete
- 11.2 Construction Inspection Bridge Construction
- 11.3 Construction Surveying
- 11.4 Materials Sampling & Testing- Field Sampling and Testing
- 11.5 Materials Sampling & Testing- Plant Inspection/Bituminous
- 11.6 Materials Sampling and Testing- Plant Inspection/Concrete
- 11.7 Construction Contract Administration & Management
- 11.8 ADA Construction Inspection

12.0 Cultural Resources

- 12.11 Archaeological Work
- 12.12 Historic Archaeological Work
- 12.3 Geomorphology Studies
- 12.41 Architectural/History Studies (Identification/Evaluation Survey)
- 12.42 Architectural/History Studies (Historic Property Reg/Document)
- 12.5 Historic Architect Services

13.0 Hydraulic Structure Inspection, Location and Repair

- 13.1 Detailed Inspection/Location of Stormwater System Features
- 13.2 Video Inspection of Stormwater System Features
- 13.3 Cleaning of Stormwater System Features

14.0 Traffic Engineering

- 14.1 Traffic Signal Design
- 14.2 Traffic Signal Operations
- 14.3 Roadway Lighting Design
- 14.41 Temporary Traffic Control Plan Design & Special Provisions – Level 1
- 14.42 Temporary Traffic Control Plan Design & Special Provisions – Level 2
- 14.43 Temporary Traffic Control Plan Design & Special Provisions – Level 3
- 14.61 Signing Plan Design & Special Provisions – Level 1
- 14.62 Signing Plan Design & Special Provisions – Level 2
- 14.63 Signing Plan Design & Special Provisions – Level 3
- 14.7 Traffic Engineering Special Studies
- 14.81 Freeway Modeling – Level 1
- 14.82 Freeway Modeling – Level 2
- 14.83 Freeway Modeling – Level 3

15.0 Subsurface Utility Engineering

- 15.1 Subsurface Utility Engineering

16.0 Value Engineering

- 16.1 Value Engineering Study/Workshop

17.0 Roundabouts

- 17.1 Roundabout Design

18.0 Transportation Landscape Architecture

- 18.1 Transportation Landscape Architecture

19.0 Asbestos and Regulated Waste

- 19.1 Asbestos Regulated Material Assessment & Removal Oversight
- 19.2 Asbestos Abatement and Peeling Lead Paint Encapsulation
- 19.3 Regulated Waste Removal
- 19.4 Asbestos Containing Waste Material Management Oversight
- 19.5 Asbestos Containing Waste Material Abatement and Mgmt.

20.0 Project Management

- 20.11 Preconstruction – Level 1
- 20.12 Construction – Level 2
- 20.13 Contract Time Determination – Level 3

21.0 Public Engagement and Communications

- 21.1 Communications and Public Engagement Project Mgmt.
- 21.3 Marketing and Advertising Services
- 21.4 Digital Multimedia Production
- 21.5 Graphic Design

22.0 Transportation Research & Innovation Assistance (TRIA)

- 22.1 TRIA: Technology Transfer Activities
- 22.2 TRIA: Program Support
- 22.3 TRIA: Data Analysis and Implementation
- 22.4 Library Support Services

23.0 Document Review

- 23.11 Document Review Services – Level 1
- 23.12 Document Review Services – Level 2
- 23.21 Document Scanning and Data Processing Services – Level 1
- 23.22 Document Scanning and Data Processing Services – Level 2
- 23.31 Data Input Services – Level 1
- 23.32 Data Input Services – Level 2
- 23.4 Hosted Document Review Services

24.0 Building Services

- 24.1 Building Planning and Scoping
- 24.21 Architectural Design
- 24.22 Civil Engineering
- 24.23 Electrical Engineering
- 24.24 Mechanical Engineering
- 24.25 Structural Engineering
- 24.31 Heating, Ventilation, and Air Conditioning (HVAC) Commissioning
- 24.32 HVAC Test and Balance (TAB) Services
- 24.33 Building Automation Systems (BAS) Commissioning and Technical Service
- 24.4 Building Geotechnical Studies and Material Testing and Special Inspection
- 24.51 Water, Wastewater and Subsurface Sewage Treatment System Services – Level 1
- 24.52 Water, Wastewater and Subsurface Sewage Treatment System Services – Level 2
- 24.53 Water, Wastewater and Subsurface Sewage Treatment System Services – Level 3
- 24.6 Owners Representative and Construction Contract Administration

PRE-QUALIFICATION ANNOUNCEMENT

Minnesota Department of Transportation (MnDOT) Roadway Design and Preparation of a Final Plan-Set for the Bridge Replacement and Bridge Overlay Project on TH 94 MnDOT Contract No. 1056284

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 Jason Alcott at 651-366-4687 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 Americans with Disabilities Act \(ADA\) Coordinator](#).

This request for letters of interest does not obligate MnDOT to award a contract or complete the project, and MnDOT reserves the right to cancel the announcement if it is considered to be in its best interest.

PROJECT SPECIFIC INFORMATION

Project Overview

MnDOT needs professional and technical assistance for the development of final layout, construction limits, highway design plans, special provisions, wetland delineations and aquatic resources for National Environmental Policy Act (NEPA) documents for State Project (SP) 7380-260 (I94). The project is located east of the city of Sauk Centre and west of the city of Melrose and is a bridge replacement and bridge overlay project. Bridge # 73805 and 73809 will be replaced and their sister bridges # 6896 and 6897 will be overlaid. The project will include replacing two bridges overlaying their sister bridges, replacement of guardrail, approach panels, and crossovers to facilitate traffic. To facilitate traffic crossovers will be constructed on each end of the set of bridges on I94.

Project Goal

The goal of this project is to develop a final layout, biddable final plan set and special provisions for SP 7380-260, I94. Construction support will also be required for any design questions during the construction of the project.

Scope of Work and Deliverables

See Exhibit A, Specifications, Duties, and Scope of Work, posted separately from this announcement, for the full scope of work.

Responder Requirements

In order to be eligible as a responder to submit a letter of interest to this project, the prime consultant must 1) be pre-qualified in at least of one work type identified on the project, 2) be pre-qualified at the time the project is posted, 3) add value to the project, and 4) appear on the Official List posted with the project. The "Official List," identifies the consultants who are eligible to submit for this specific project.

If the responder meets the eligibility requirements above but is not pre-qualified for the remaining work types deemed necessary for project, they must make arrangements to subcontract with firms that are pre-qualified in those work types. When applicable, the consultant must identify in the letter of interest their sub-consultant(s), and which work type(s) the sub-consultant(s) will be completing. If there are not firms currently listed on the "Official List" for an identified work type(s), the consultant may provide the work themselves or they may subcontract with any firm.

QUESTIONS

Prospective, pre-qualified responders who have any questions regarding this request for letters of interest must submit questions, by e-mail, to the Contract Administrator:

Jason Alcott, Contract Administrator

jason.alcott@state.mn.us

All questions and answers will be posted, verbatim, on MnDOT's Consultant Services Web Page, at: <http://www.dot.state.mn.us/consult/notices.html>. Potential pre-qualified responders are responsible for checking the web page for any addendums to this announcement and any questions that have been answered.

Questions regarding this announcement must be received, via e-mail, by the Contact Administrator identified above no later than 2:00PM Central Daylight Time on 5/28/2024.

MnDOT anticipates posting answers to all questions received by 2:00PM Central Daylight Time on 5/29/2024.

No other MnDOT personnel are allowed to discuss this announcement before the letter of interest submission deadline. Contact regarding this announcement with any personnel not listed above could result in disqualification.

LETTER OF INTEREST CONTENT AND FORMAT

The letter of interest **must** adhere to the following format:

1. Contact Information

The purpose of this section is for the responders to identify their contact information. Responder's must list the company's full legal name, business address, contact person's name and title, telephone number, fax number and e-mail address (as available).

2. Eligibility

The purpose of this section is for responders to confirm that they, and (if applicable) their subcontractor(s) are pre-qualified in the required work type(s).

3. Project Understanding

The purpose of this section is for the responders to demonstrate their understanding of the project. Responders must clearly state their understanding of the project objectives, goals, and tasks to show or demonstrate their view of the nature of the project. Responders should demonstrate their understanding by using their own words rather than simply repeating what is listed in the announcement.

4. Responder Experience & Qualifications (Company & Key Personnel)

The purpose of this section is for responders to provide information detailing the background and experience of the company, and the project personnel. To do this, responders must:

- a. Provide an outline of their background and experience, with examples of similar work done.
- b. List the personnel who will be working on this project, specifically detailing their training and work experience.

If subconsultants are to be used on this project, responders must also outline their background and experience, including examples of similar work done by each subconsultant. Responders must also provide a list of the subconsultants’ personnel who will perform work on the project, detailing their training and work experience.

Note that no change in personnel assigned to the project will be permitted without the written approval of MnDOT’s Project Manager.

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

5. Work Plan – Project Approach

The purpose of this section is for responders to present their work plan. Responders must provide a detailed work plan, which must identify the major tasks to be accomplished. Responders must be sure to not only describe what will be done but explain how each task will be accomplished. These tasks will be used as a scheduling and management tool, as well as the basis for invoicing. The detailed work plan must present:

- a. The Overall Project Approach
- b. A Breakdown of the Project Tasks, detailing the tasks, and how they will be completed
- c. Deliverable Due Dates and an Overall Project Schedule
- d. A List of Personnel Working on the Project, including details of each person’s role, by task

6. Deliverables

Responders must provide a clear and detailed description, format, and schedule of the deliverables to be provided in order to meet the needs of the project.

7. Quality Management Plan

Responders must provide a summary of their project specific Quality Management Plan (QMP) that will be used on the project. The QMP summary must state the responder’s intent to fully utilize a comprehensive project specific QMP developed in accordance with MnDOT’s current QMP Manual located at: <http://www.dot.state.mn.us/design/qmp/index.html>. The QMP summary should emphasize the responder’s intent to make the QMP project specific to the context of the project involved. The evaluation of the responder’s QMP summary will focus on the responder’s ability to develop a QMP unique to the project. The QMP summary does not eliminate the need for the successful responder to develop and utilize a comprehensive QMP during performance of the work. The QMP summary will only be used as an evaluation tool in the selection process.

8. Forms, Documents and Certifications

Responders must complete and submit all required forms, documents, and certifications, required under any other section of this announcement. These forms, documents and certifications will NOT be included in any page limit set for this announcement, as applicable.

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

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
Letter of Interest	5 pages	<ul style="list-style-type: none"> – Single-sided, 8.5”x11” pages – No smaller than 11-point font and single line, 0-point spacing – Fonts that have condensed, narrow, or compressed in the font name are not permitted
QMP [Summary]	1 page	<ul style="list-style-type: none"> – Single-sided, 8.5”x11” pages – No smaller than 11-point font and single line, 0-point spacing – Fonts that have condensed, narrow, or compressed in the font name are

Document	Maximum Number of Pages	Requirements
		not permitted

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

RESPONSE SUBMITTAL INSTRUCTIONS

IMPORTANT NOTE TO RESPONDERS: You should receive a confirmation email from MnDOT. If you do not, please reach out to the Contract Administrator to ensure the response was received.

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

Jason Alcott, Contract Administrator

Jason.alcott@state.mn.us

Copy Consultant Services Forms Inbox: ProfessionalTechnicalContractForms.dot@state.mn.us

IMPORTANT: Include the **MnDOT Contract Number** and **solicitation title** in the subject line of the email.

All responses must be submitted no later 2:00 p.m. Central Daylight Time on 6/7/2024.

RESPONSE EVALUATION

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

Rating Factor	Weighting Percentage
Project Understanding	20%
Responder Experience and Qualifications (Company & Key Personnel)	35%
Work Plan – Project Approach	35%
Deliverables	5%
Quality Management Plan	5%

Letters of Interest will be evaluated, and a successful responder will be chosen based on qualifications only. The successful responder will be required to submit a detailed scope of services and budget promptly after notification of selection. MnDOT and the successful responder will then meet to negotiate the final scope of services and compensation. If MnDOT and the successful responder are unable to agree upon a scope of services and compensation 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.

GENERAL REQUIREMENTS

Responders must adhere to all terms of this announcement.

Late letters of interest will not be considered. Fax responses will not be considered. All costs incurred in responding to this announcement will be borne by the responder.

1. Affidavit of Noncollusion

Responders must complete the attached “Responder Declarations” form, which includes a Non-Collusion Certification section, and submit it as part of their letter of interest.

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 announcement. 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 letter of interest.

3. Letter of Interest Certification

By submitting a letter of interest, 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 announcement 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 Announcement that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- a. Clearly mark all trade secret materials in its response at the time the letter of interest is submitted;
- b. Include a statement with its response justifying the trade secret designation for each item; and
- c. 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 letter of interest, 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 announcements, for a minimum of seven years.

MnDOT will not consider any prices submitted, by the successful responder, during the contract negotiation period 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 response. Responders may view the current version of the Professional/Technical contract template on the Consultant Services website, at www.dot.state.mn.us/consult (Click on Contract Documents tab to view templates):

- a. Contract Template Low Risk and High Risk
- b. Terms and Conditions High Risk
- c. Insurance Requirements
- d. Compensation and Payment High Risk

7. 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 MnDOT’s rights.

8. 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.

9. Targeted Group Business (TGB), Economically Disadvantaged (ED) and Veteran-Owned Small Business Preference

To claim the TGB, 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 response, along with all documentation required by the form, and statutory requirements and documentation must be met by the letter of interest 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 **twelve** percent preference.

Preference to TGB and ED 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 letters of interest as prime contractors will receive a **twelve** percent preference in the evaluation of their letter of interest. Eligible TGB and ED businesses must be currently certified by the Office of Equity in Procurement (OEP) prior to the letter of interest due date and time. For information regarding certification, contact OEP at 651-201-2402 or 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 will award up to a **twelve** 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 (CFR), title 38, part 74 (Supported By Documentation). See Minnesota Statutes §16C.19(d). Statutory requirements and documentation must be met by the letter of interest due date and time to be awarded the preference.

10. Work Force and Equal Pay Declaration

Responders are required to complete the attached “Workforce and Equal Pay Declaration Page” and submit it as part of their letter of interest.

Workforce Certification [For contracts estimated to be greater than \$100,000]

As required by Minnesota Rule 5000.3600, “It is hereby agreed between the parties that Minnesota Statute §363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute §363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from MnDOT.”

Equal Pay Certification [For contracts estimated to be greater than \$500,000]

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.

11. Insurance Requirements

A responder’s response 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.

- 11.1. The successful responder must not commence work under the resulting contract until they have obtained all the insurance described below and the state of Minnesota has approved such insurance. The successful responder must maintain such insurance in force and effect throughout the term of the contract.
- 11.2. The successful responder is required to maintain and furnish satisfactory evidence of the following insurance policies:

- 11.2.1. **Workers' Compensation Insurance:** Except as provided below, the successful responder must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, the successful responder will require the subcontractor 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 Statute 176.041 exempts the successful responder from Workers' Compensation insurance or if the successful responder has no employees in the state of Minnesota, the successful responder must 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 contract the successful responder becomes eligible for Workers' Compensation, the successful responder must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

- 11.2.2. **Commercial General Liability Insurance:** The successful responder is required to maintain insurance protecting it 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 under 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

- 11.2.3. **Commercial Automobile Liability Insurance:** The successful responder is required to maintain insurance protecting it 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 this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain 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

- 11.2.4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance.** This policy will 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

responder's professional services required under the contract. The successful responder is required to carry the following minimum limits:

- a. \$2,000,000 – per claim or event
- b. \$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the successful responder and may not exceed \$50,000 without the written approval of MnDOT. If the successful responder desires authority from MnDOT to have a deductible in a higher amount, the successful responder will make such request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that MnDOT can ascertain the ability of the successful responder to cover the deductible from its own resources.

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

11.3. Additional Insurance Conditions:

- a. The successful responder's policy(ies) must be primary insurance to any other valid and collectible insurance available to the state of Minnesota with respect to any claim arising out of the successful responder's performance under the contract.
- b. 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.
- c. The successful responder is responsible for payment of contract related insurance premiums and deductibles.
- d. If the successful responder is self-insured, a Certificate of Self-Insurance must be attached.
- e. The successful responder's policy(ies) will include legal defense fees in addition to its policy limits with the exception of professional liability.
- f. The successful responder must obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and authorized to do business in the state of Minnesota.
- g. 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.

11.4. MnDOT reserves the right to immediately terminate the contract if the successful responder is not in compliance with the insurance requirements and 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 Authorized Representative upon written request.

11.5. The successful responder is required to submit Certificates of Insurance acceptable to the state of Minnesota as evidence of insurance coverage requirements prior to commencing work under the contract.

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

By submission of a response 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/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with the successful responder and made available to MnDOT upon request.

13. 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 letter of interest.

14. 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.

15. Plain Language and Accessibility Standards

- 15.1. 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:
- a. Use language commonly understood by the public;
 - b. Write in short and complete sentences;
 - c. Present information in a format that is easy-to-find and easy-to-understand; and
 - d. Clearly state directions and deadlines to the audience.

- 15.2. 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:
- a. All videos must include closed captions, audio descriptions and a link to a complete transcript.
 - b. 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.
 - c. 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.

16. 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.

17. 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.

18. Title VI Notice

MnDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 United States Code [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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RESPONDER DECLARATIONS

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

- A. **Response Contents.** 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 the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
- B. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- C. **Non-Collusion Certification.**
 - 1. The letter of interest has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
 - 2. The contents of the letter of interest 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 other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.
- D. **Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.
- E. **Diverse Spend Reporting.** The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, Contractor will be required to register in a free portal to report diverse spend. Please see [Diverse Spend Reporting Frequently Asked Questions](#) for additional information.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Authorized Signature

Responder's firm name: _____

Printed name: _____ Title: _____

Email: _____ Telephone: _____

Authorized signature: _____ Date (mm/dd/yyyy): _____

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 proposers 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 agency’s 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 must 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 must 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:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 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.
6. 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 procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
7. 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.
8. 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.
9. 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:

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: _____ Telephone: _____

Authorized Signature

Responder's firm name: _____ Telephone: _____

Printed name: _____ Title: _____

Authorized signature: _____ Date (mm/dd/yyyy): _____

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)

Authorized Signature

By signing below, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your response submission.

Responder’s firm name: _____ Telephone: _____

Printed name: _____ Title: _____

Authorized signature: _____ Date (mm/dd/yyyy): _____

If you are claiming Resident Vendor status, sign and return this form with our bid or proposal submission.

WORKFORCE AND EQUAL PAY DECLARATION PAGE

This form is **required for all businesses** executing government contracts under the following:

Select one:

- Businesses executing a contract with **State or Metropolitan agencies** in excess of \$100,000 ([Workforce Certificate](#)) and if applicable \$500,000 ([Equal Pay Certificate](#))
- Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of \$100,000 ([Workforce Certificate](#)) and if applicable \$500,000 ([Equal Pay Certificate](#))
- Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of \$250,000 ([Workforce Certificate](#)) and if applicable \$1,000,000 ([Equal Pay Certificate](#))

Select all that apply:

We are a Certificate holder:

- Workforce Certificate under the name: _____
- Equal Pay Certificate under the name: _____

We are applying/have applied for the following certificate(s):

- Workforce Certificate Application date (MM/DD/YYYY): _____
- Equal Pay Certificate Application date (MM/DD/YYYY): _____

We have not applied for one or both certificates:

- Our Company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce and, if applicable, Equal Pay Certificate, or approved exemption by MDHR is required before a contract can be executed.

We are Exempt:

- We attest to MDHR that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

Authorized Signature

Responder's firm name: _____ Vendor ID: _____

Printed name: _____ Title: _____

Email: _____ Telephone: _____

Authorized signature: _____ Date (mm/dd/yyyy): _____

For assistance with this form, email the Minnesota Department of Human Rights Compliance.MDHR@state.mn.us

TARGETED GROUP, ECONOMICALLY DISADVANTAGED AND VETERAN-OWNED SMALL BUSINESSES PREFERENCE FORM

TARGET GROUP/ECONOMICALLY DISADVANTAGED BUSINESSES

- The business is an eligible TGB/ED as shown in the Minnesota Department of Administration online directory at: <https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/>

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 12% 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.

Authorized Signature

Responder’s firm name: _____ Telephone: _____

Printed name: _____ Title: _____

Authorized signature: _____ Date (mm/dd/yyyy): _____