

REQUEST FOR PROPOSALS (RFP)

**Minnesota Department of Transportation (MnDOT)
Owners Project Representative
District 1 Virginia Headquarters - Campus Redevelopment Project
MnDOT Contract No. 1056639**

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 Debbie Anderson at 651-315-6313 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 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 proposals for Owner's Project Representative Services to assist in the performance of its obligations and enforcement of its rights during the planning and construction of MnDOT's District 1 Virginia Headquarters Campus Project in Virginia, MN.

MnDOT oversees transportation services of all modes throughout the state including the planning, design, construction, and maintenance of the trunk highway system and its support facilities that fall within the borders of the state. These services are provided through MnDOT's Central Office located in St. Paul, eight regional districts, and multiple specialty sites scattered around the state. As part of its operational responsibility MnDOT is charged with oversight of over 1,000 facilities of all types related to the transportation system.

The Virginia Headquarters campus is centrally located with MnDOT’s District 1 in Northeastern MN. Eighteen specialized offices from two state agencies work within the facilities of this campus with an extended scope of services that include but are not limited to:

MnDOT	Public Safety
District Administrative Operations	State Patrol District Operations
Maintenance	Driver’s Exam Station
Signage	Vehicle Impound Storage
Permits and Right-of-Way	
Construction	
Survey	
District Supply Center	
Fleet Service and Storage	

Originally constructed in 1959 the Virginia Headquarters received a much-needed addition and remodeling in 1993 and has successfully served the trunk highway transportation needs in this region of the state since. However, after 75 years of continual use the existing facility deficiencies are beyond resolution within the physical limitation of the original structures and systems. Each department has significant space needs for staff and the operational equipment that has grown substantially in size and complexity over the years requiring increases in square footage, interior movement clearances, and building infrastructure. Many of the existing building systems (mechanical, electrical, automation controls, building envelop, etc.) are well beyond their life expectancy and the capacity for being upgraded to a sustainable future. Based on these findings it has been concluded by the District and Agency that the existing facilities should be replaced to ensure a successful, safe and efficient operation for several decades.

After an extensive search by MnDOT District Leadership to find a suitable replacement site it was determined that retaining and rebuilding on the existing Headquarters site is the best option for the State. A campus master plan exercise completed in November 2018 incorporates a strategy to retain the core District operations of construction, maintenance, and safety within the existing facilities on the north half of the site while the new headquarters facility is being constructed on the south half. This sequencing of construction may require partial vacancy and demolition of some existing structures. New outlying structures and various site amenities would be constructed in the Project final stages as existing buildings are further removed. At this time, the District is requesting that this proposed development strategy will be carried forward into the planning phases of the Project but additional discussions will continue as additional members of the Project Team are brought onboard.

Funding for this project was obtained in the 2023 Minnesota Legislative Session. Planning, procurement, and construction will continuously carry through to project completion.

Budget

The estimated project cost is \$85 million and is broken down as follows:

Group	Amount
Administrative	\$250,000
Professional Services	\$8,000,000
Construction (Including General Conditions)	\$72,000,000
Furniture, Fixtures & Equipment	\$1,500,000
Information Technology	\$250,000
Project Contingency	\$3,000,000

Anticipated Schedule

Project schedule milestones are as follows:

Milestone	Date
Owner’s Project Representative Award	July 15, 2024
Design Team Award	June 01, 2024
Schematic Design	June 01, 2024 – September 30, 2024
Construction Manager as Constructor Award	October 01, 2024
Design Development	October 01, 2024 – January 31, 2025
Construction Documents	February 01, 2025 – July 31, 2025
Bidding	January 01, 2025 – December 31, 2025
Construction – Phase 1	April 01, 2025 – July 31, 2025
Construction – Phase 2	August 01, 2025 – October 01, 2027
Project Punchlist & Closeout	August 01, 2027 – December 31, 2027
Warranty Review	October 01, 2027 – October 01, 2028

Delivery Method

Construction Manager as Constructor with Guaranteed Maximum Price (CMc w/GMP).

Mandatory Information Meeting

MnDOT will hold a mandatory in-person informational meeting for the project and the requested services on Thursday, June 6th, 2024 at 11:00 a.m. in a conference room at MnDOT’s District 1 Virginia Headquarters located at 101 Hoover Road North in Virginia, MN. During the meeting, responders may ask questions of MnDOT personnel.

This will be the only opportunity to review existing on-site conditions prior to submission of proposals.

Scope of Work and Deliverables

Please see posted scope of work.

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be separated from the required items on the cost proposal.

QUESTIONS

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

Debbie Anderson

debbie.k.anderson@state.mn.us

All questions and answers will be posted on MnDOT’s Consultant Services Web Page at www.dot.state.mn.us/consult under the “P/T Notices” section. All prospective responders will be responsible for checking the web page for any addendums to this RFP and any questions that have been answered. **Note that questions will be posted verbatim, as submitted.**

Questions regarding this RFP must be received by MnDOT no later than 2:00 p.m. Central Daylight Time on Tuesday, June 11, 2024.

MnDOT anticipates posting answers to such questions no later than 2:00 p.m. Central Daylight Time on Thursday, June 13, 2024.

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

PROPOSAL CONTENT

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

1. Contact Information:

Responders must clearly identify the company's full legal name, business address, contact person's name, telephone number, fax number and e-mail address (as available).

2. Responder Experience & Qualifications (Company):

The purpose of this section is for responders to provide information detailing the background and experience of the company. Describe problem-solving and risk mitigation successes on:

- a. Service and support, in a general nature.
- b. Service and support, as reflected by quality control.
- c. Service and support, as reflected by use of information technology.

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

3. Responder Experience & Qualifications (Project Team):

The purpose of this section is for responders to provide information detailing the background and experience of the project team. To do this, responders must list the members of its team that will be assigned to the Project and their planned responsibilities. Responder will attach summary resumes of all team members it is proposing including the following information at a minimum:

- a. Name and position with the firm.
- b. Primary responsibility for this project.
- c. Home working base, if different than the firm's stated primary office location.
- d. Years of experience in industry.
- e. Years with responding firm.
- f. Qualifications and special expertise, including similar project experience. Make note of individual experience performed under previous firms if included.

Provide a brief statement of the Team's past or present working relationship amongst themselves or with any sub-consultants that may be chosen to be a part of the team. Explain the delegation of responsibilities and the means for coordinating the individual assignments.

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

4. Relevant Team Experience

Responder will provide a brief summary of experience with project of similar nature and scope to this Project, specifically stating project description, scale and complexity, and geographic location of each. The summary for each should also include the members of responders proposed team for this Project that worked on the previous project and in what capacity and contact information for the owner of each project listed.

5. Project Approach

Responder will describe its understanding of the Project and its approach and methodology to completing the required services as an assistant to MnDOT in the performance of its obligations and enforcement of its rights. Describe the anticipated difficulties, challenges and/or risks in providing these services, how you expect to manage such, and what assistance you would expect from MnDOT for such management.

In addition, Responder should describe any special services, characteristics, or generally other benefits and advantages that Responder could bring to the Project if awarded this work.

6. Quality Management Plan:

Responders must provide a project specific example Quality Management Plan (QMP) that could be similar in nature to the one developed for this project. The QMP must demonstrate 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>.]

7. 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.

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

8. 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. A breakout of the hours by task for each employee.
- b. Identification of anticipated direct expenses.
- c. Identification of any assumptions made while developing this cost proposal.
- d. 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	20 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 -Project specific	4 pages	<ul style="list-style-type: none"> – Must submit project specific QMP, separate from the Proposal. – 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.

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

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

Debbie Anderson

debbie.k.anderson@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 proposals must be **submitted and received, via email** no later than 2:00 p.m. Central Daylight Time on **Thursday, June 20, 2024**.

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:

The selection process being used for this project involves a four step process.

Step One

Step one will include a pass/fail of the responders’ ability to meet the following:

1. Responder’s proposal must be submitted on time and include all required attachments.
2. Responder’s attendance at the mandatory pre-proposal meeting.

Responders receiving a “fail” on one or more of the above will not be reviewed further.

Step Two

In Step Two, proposals which pass Step One will then be scored on the non-cost factors listed below.

Step Three

In Step Three, Responders that score within 10 points of the top responder, will be asked to participate in a structured interview. MnDOT will allow up to a 60 minute interview, consisting of structured questions prepared by MnDOT. As indicated below, the interview will be worth 10 points of the total evaluation. MnDOT reserves the right to eliminate Step Three interviews if, in the judgment of the selection committee, additional questions are not required. If, after completion of Step Two, MnDOT decides not to require interviews, the 10 points will not be utilized and the selection will be based on a 60 point scale.

Interviews will be held over Microsoft Teams. **THE DATE AND TIME OF THE INTERVIEWS WILL BE SENT TO RESPONDERS VIA EMAIL SO RESPONDERS CAN PLAN ACCORDINGLY.** Interview questions will be available to the responders 30 minutes prior to the interview. Any costs incurred for or during the interview process will be borne by the responder.

Step Four

In Step Four, cost proposals will be evaluated and scored in accordance with the percentage listed below. Cost will not be revealed to selection committee members until after the technical scoring has been completed.

Rating Factor	Weighting Percentage
Responder Experience and Qualifications (Company)	20%
Responder Experience and Qualifications (Project Team)	20%
Relevant Team Experience	5%
Project Approach	10%
Quality Management Plan	5%
Interview	10%
Cost Detail	30%

Proposals will be evaluated on a “best value” basis with 70% qualifications and 30% cost considerations. The review committee will not open the cost proposals until after the qualification 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 “Responder Declarations” form, which includes a Non-Collusion Certification section, 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:

- a. Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- b. Include a statement with its proposal 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 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 (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

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. 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 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 **twelve** 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 **twelve** 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. 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, 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 and Equal Pay Declaration Page

Responders are required to complete the attached "Workforce and Equal Pay Declaration Page" and submit it as part of their proposal.

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.

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:
- a. \$100,000 – Bodily Injury by Disease per employee
 - b. \$500,000 – Bodily Injury by Disease aggregate
 - c. \$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:
- a. \$2,000,000 – per occurrence
 - b. \$2,000,000 – annual aggregate
 - c. \$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages must be included:

- a. Premises and Operations Bodily Injury and Property Damage
- b. Personal and Advertising Injury
- c. Blanket Contractual Liability
- d. Products and Completed Operations Liability
- e. 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:
- a. \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages must be included:

- a. 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 responder’s professional services performed under the contract. Unless otherwise specified within this RFP, the successful responder will be required to carry the following minimum limits:
- a. \$2,000,000 – per claim
 - b. \$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:**

- 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.

- 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:
 - 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.
- 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/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. The successful responder's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
 - 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; and

- 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.

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 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 a proposal in response to this RFP 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 Proposal 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 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 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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 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 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 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.
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 particular 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 proposal 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 proposal in order to be considered for this preference.

Authorized Signature

Responder’s firm name: _____ Telephone: _____

Printed name: _____ Title: _____

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