

Request for Proposals – Qualification Based Selection (QBS)

Minnesota Department of Transportation (MnDOT)

TH 55 Preferred Alternative selection and Complete Streets Preliminary Design

MnDOT Contract No. 1057023

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 Lenny Traxler at 651-775-0432 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.

A “Qualification Based Selection” method will be used to review proposals submitted in response to this RFP. Responses to this RFP will be public information under the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

PROJECT SPECIFIC INFORMATION

Project Overview

MnDOT is planning to hire a consultant to assist in selecting a preferred alternative and completing concept development and preliminary design on Trunk Highway (TH) 55 (Olson Memorial Highway) in Minneapolis from the Bassett Creek Culvert (Bridge ID 5908) just west of the Burlington Northern Santa Fe (BNSF) railroad to Oak Lake Avenue in the City of Minneapolis. The project is currently scoped as a mill and overlay but MnDOT is expecting to propose geometric improvements that would better serve the needs of MnDOT, Minneapolis, Hennepin County, Metro Transit, the adjacent neighborhoods, and corridor users. MnDOT is working with partners to engage the community on a planning study for this corridor, which is currently underway and expected to be substantially complete in Summer 2024. The contractor will use the information gathered from the planning study along with additional public engagement with the users of TH 55 (freight, pedestrian, transit, bike, commuters, and other travelers and stakeholders) at appropriate intervals to support the selection of a preferred alternative and develop the preliminary design. Contractor responsibilities will include public engagement, completing traffic analysis, identifying a preferred alternative, determining preliminary construction limits, visual impact assessment, and completion of the staff approved layout. Contractor will also be coordinating with other planning activities occurring along TH 55.

Project Goal

The goal of this project is to select a preferred project alternative, development grant applications for project funding, and create a TH 55 layout which at the conclusion of this project can be finalized without any further public engagement.

Scope of Work and Deliverables

A description of the work to be performed is presented in Exhibit C, Specifications, Duties, and Scope of Work, posted separately from this RFP. For purposes of this RFP, there is not an Exhibit A or Exhibit B.

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project.

Anticipated Term

The term of this contract is anticipated to run from 08/01/2024 to 05/31/2027.

QUESTIONS

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

Lenny Traxler

leonard.traxler@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 **1:00 p.m.** Central Time on **06/17/2024**.

MnDOT anticipates posting answers to such questions no later than **1:00 p.m.** Central Time on **06/20/2024**.

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. Project Understanding:

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

3. Responder Experience & Qualifications (Company & Key Personnel):

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

- 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. The following staff and qualifications should be identified: project manager, planning lead, engagement lead, design lead, traffic lead.

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.

MnDOT performance evaluation data (for similar services) may be taken into consideration as part of this rating factor.

4. Work Plan – Project Approach:

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

- 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

5. Deliverables:

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

6. Quality Management Plan:

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

<http://www.dot.state.mn.us/design/qmp/index.html>.]

7. Forms, Documents and Certifications:

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

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

7.2. **Solicitation of Disadvantaged Business Enterprises (DBE) Statement:** Responders must provide the following statement and signature:

I hereby recognize that a **21.25%** DBE goal has been established for this RFP in accordance with the "DBE Special Provisions" posted with the RFP. I understand that MnDOT's Office of Civil Rights is required to clear the successful responder's attainment of the goal, or Good Faith Efforts made to attain the goal, before a

contract can be awarded. I understand that failure to meet the goal or show a Good Faith Efforts to meet the goal, will deem the successful responder as non-responsive, resulting in rejection of the proposal.

Signature Print Name Date

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

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]	5 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.
Appendix A – Resumes	1 Page/Person	<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
Appendix B – Schedule	Set Parameters	<ul style="list-style-type: none"> – Set Parameters

Note: Cover letter 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, via e-mail, to the attention of:
 Lenny Traxler
leonard.traxler@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 no later **1:00 p.m.** Central Time on **07/08/2024**.

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. A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are broken down in the following table:

Rating Factor	Weighting Percentage
Project Understanding	25%
Responder Experience and Qualifications (Company & Key Personnel)	35%

Rating Factor	Weighting Percentage
Work Plan – Project Approach	25%
Deliverables	10%
Quality Management Plan	5%

Proposals 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 RFP.

Late proposals will not be considered. Fax proposals will not be 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

7. Travel Reimbursements

Reimbursements for travel and subsistence expenses actually and necessarily incurred by the successful responder, because 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. Soliciting Responses from Disadvantaged Business Enterprises (DBE)

In accordance with 49 Code of Federal Regulations (CFR), Part 26, Participation by DBEs in MnDOT's Financial Assistance Program, a DBE goal of 21.25% has been established for this RFP. Responders are directed to read the DBE Special Provisions, posted along with this RFP. To view a listing of certified DBE's, contact MnDOT's Office of Civil Rights at 651-366-3073 or visit www.dot.state.mn.us/eocm/index.html. The DBE participation goal may be attained by means of:

- a. a subcontract agreement or affidavit with a Minnesota Unified Certification Program (Mn/UCP) certified DBE;
- b. an equipment lease agreement with a Mn/UCP certified DBE;
- c. a joint venture with a Mn/UCP certified DBE. The joint venture must have the approval of MnDOT's Office of Civil Rights prior to submitting the proposal;
- d. a purchase agreement with a Mn/UCP certified DBE supplier (60% of the supplier's contracted amount will be credited toward the DBE goal); or
- e. other services pre-approved by MnDOT's Office of Civil Rights.

Prior to the award of the contract, MnDOT's Office of Civil Rights is required to clear the successful responder's attainment of the goal or good faith efforts made to attain the goal. Note that a successful responder who fails to indicate a DBE commitment on the Goal Certification form must fulfill the goal indicated in this RFP.

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. Equal Pay Certification

If the proposal submitted in response to this RFP could be in excess of \$500,000, responders are required to complete the attached "Equal Pay Certification" form and submit it as part of their proposal. As required by Minnesota Statutes §363A.44, Laws of Minnesota 2014 Chapter 239, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

13. Certification Regarding Lobbying

Federal money will be used (or may potentially be used) to pay for all or part of the work under the contract; therefore, responders must complete the attached "Responder Declarations" form, which includes a "Certification Regarding Lobbying" section, and submit it as part of their proposal.

14. Certification Regarding Debarment and Suspension

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

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

15. 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.

- 15.1. **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.
- 15.2. **Required Insurance.** The successful responder will be required to maintain the furnish satisfactory evidence of the following insurance policies:
 - 15.2.1. **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 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.

- 15.2.2. **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

- 15.2.3. **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

15.2.4. **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 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 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.

15.2.5. **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.

15.3. **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.

15.4. **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.

16. 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.

17. 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.

18. 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.

19. Plain Language and Accessibility Standards

19.1. **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.

19.2. **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.
- 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.

20. 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.

21. 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.

22. Telecommunications Certification.

By submitting a response to this RFP, responders certify that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, responder will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

23. 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 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.
- F. **Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over \$100,000, the undersigned certifies, to the best of his or her knowledge and belief that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
 - 3. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into 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