ARCHITECTURAL & ENGINEERING | CONSTRUCTION ADMINISTRATION SERVICES

Waite Park Facility Expansion
MnDOT Grant Contract Number: 1049399

Request For Proposal (RFP)
TRI-COUNTY ACTION PROGRAM, INC.
(Tri-CAP)

Lori Schultz, Executive Director
Tri-County Action Program, Inc.
1210 23rd Avenue South
Waite Park, MN 56387

RELEASE of RFP DATE: August 10, 2022
RFP ANNOUNCEMENT

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Tri-County Action Program, Inc. (Tri-CAP) is soliciting for professional engineering and architecture services for a capital improvement facility project at their Waite Park, Minnesota Property.

The Request for Proposal (RFP) is available, for no cost on the agency website: http://www.tricap.org. Refer to the link on the front page of the website identified as A&E Services RFP – Waite Park.

You may also request the RFP by emailing Lori Schultz at Lori.Schultz@tricap.org.

**PROPOSAL DUE DATE: September 9, 2022 @ 3:00 PM (CDT)**

Proposals for this project **shall be emailed** to Lori.Schultz@tricap.org.

**EMAIL SUBJECT LINE: WAITE PARK PROPOSAL – name of firm**
or proposals shall be physically received at the Tri-CAP Administration Office, 1210 23rd Avenue South, P.O. Box 683, Waite Park, MN 56387, on or before the date / time noted above.

Once received they will be documented as received and prepared for review.

The proposal and all attachments shall be submitted in a .pdf format as one document.

Tri-CAP will be providing an onsite pre-proposal conference to present the project background information, requirements as well as the Agency's selection criteria. Questions may be asked during the pre-proposal conference; however, each question will be documented as noted with responses provided either at the conference or later within an addendum.

A summary of the pre-proposal workshop will be posted on the agency website at: http://www.tricap.org/. This will be illustrated as addendum number 1 and all proposers shall note within their proposal the acknowledgement of receipt of the addendum. Any additional addendums shall also be noted in the proposal.

**PRE-PROPOSAL CONFERENCE: August 19, 2022 @ 9:00 AM (CDT)**
The Pre-Proposal conference is not mandatory; however, attendance is strongly recommended.

The location of the Pre-Proposal conference:
Tri-County Action Program, Inc.
Administrative Office
1210 23rd Avenue South
Waite Park

A virtual option will be available and information on how to connect into the virtual option will be posted on the Tri-CAP website. http://www.tricap.org/
QUESTIONS RELATED TO THE RFP

Any questions related to this RFP shall be submitted to Lori Schultz by emailing her at Lori.Schultz@tricap.org. Email shall include in the subject line: RFP Waite Park Facility - QUESTIONS.

All questions shall be received by:

**August 23, 2022. 2:00 PM (CDT)**

Responses to all questions will be posted on website: [http://www.tricap.org/](http://www.tricap.org/)

**August 25, 2022**

Responses will be identified within an addendum (as applicable if any questions are asked).

Each question will be written as received in the email.

Responses will be provided based on the question asked.

Do not contact other Tri-CAP personnel, as they are not allowed to discuss the project. Should contact be made, a proposal will not be rated and will be noted as non-compliant to the requirements of the RFP.

This RFP does not obligate Tri-CAP to award a contract or to have the project completed. Tri-CAP reserves the right to cancel this RFP if it is in its best interest to the agency.
REQUEST FOR PROPOSAL

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1 PROJECT INFORMATION

1.1 BACKGROUND

Tri-CAP requests qualified professional engineering architectural firms to submit a proposal for full services to develop final plans, specifications, an estimated (PSE) project construction cost based and to provide construction administration / oversight on the conceptual plans created to date – illustrated in Exhibit A.

The requested services shall include all required local, regional, and state permitting and coordination for approvals and reviews.

The design shall align to the tasks identified in the RFP Scope of Work (SOW) and the proposer shall acknowledge that Tri-CAP will approve the detailed design at stages of development.

Based on the budget authorized for the project the final PSE package shall include alternate packages allowing for the agency to refine the project based on the bids received and / or estimated costs during the design stages. Tri-CAP acknowledges that pricing for construction is volatile, and the PSE package shall be adaptable to the funding available. The source of funding for this project is Greater Minnesota Transit (GMT) and local funds. The available funding from both sources is $2.5 million (total project cost includes but not limited to: design, soft costs, permitting costs, utility connections, construction costs, on site construction inspection and oversight).

The proposal shall include professional services for on-site construction administrative services, final project review and acceptance and oversight during the one-year warranty period.

At minimum, the proposal shall include the following services, designed by Minnesota registered professionals:

- Architecture | Interior Design
- Structural Engineering
- Civil | Site Engineering
- Landscape Architecture
- Mechanical | Electrical Engineering
- Geotechnical | Materials Engineering

Tri-CAP will select one firm to perform the required services as described in this RFP and within the detailed scope of work. Tri-CAP will not be soliciting or accepting proposals for a specified activity to support the project.

1.2 PROJECT DESCRIPTION

Based on public transit service needs for Tri-CAP the existing Waite Park facility needs to be expanded per the concept plan – Exhibit | ATTACHMENT A. Address: 1200 23rd Avenue South, Waite Park.

The capital project is partially funded with state GMT funds granted to Tri-CAP from the State of Minnesota Department of Transportation Office of Transit and Active Transportation.

The property is owned by Tri-CAP and has been environmentally reviewed and documented – Exhibit | ATTACHMENT C.
The expansion shall include a 900 square foot office area which connects into the existing building. The area will be used for staff including drivers to use for breaks, connecting to computers and storage for personal equipment and personal protective equipment. Direct access into the existing building and the garage area shall be included in the project.

The conceptual plan illustrates a wash bay and Tri-CAP is identifying this as a high priority requirement for the project. Refer to the concept plan – Attachment A, for the conceptual location and dimensions for the wash bay. Location of the wash bay can be adjusted as detailed design occurs. Current concept plan illustrates it immediately within the area of proposed 900 Square foot office area.

Eight (8) bus garage bays, approximately 7,244 square feet area shall also be included in the project.

Site | civil design shall include safe turning movements for entering and existing each door within the bus garage. The Parking lot shall be designed allowing for a minimum of fifteen (15) parking spaces with a minimum of one (1) being designed with ADA accessibility. Design shall eliminate all conflict points between staff’s personal vehicles parked within the agency parking lot and ease of safe bus movement shall be a high priority during the detailed design.

All areas shall be insulated, heated, and ventilated per requirements for a garage storing public use vehicles. Areas identified for office workspace shall comply to current building codes and requirements.

ADA accessibility is a requirement for the design of the project.

All detailed design and specified requirements within the PSE package shall adhere to the most recent requirements of Buy America.

The existing building shall be operational and open during the construction of the project. The design shall include phasing and staging that minimizes disruption to the existing facility and services provided within the project site | property.

Current utilities to the site include a private well providing water services to the site, onsite septic system, Excel – gas & electric, and Charter communications provides telephone and fiber networking.

Based on the expansion of the facility an existing well will need to be capped and properly recorded for closure. A new well based on concept design is required to connect to the existing and the expanded facility. All required permitting and closure of a well shall be included in the detailed design and project scope (Detail out the plans, specifications and estimate based on a potential separate funding source). Phased pre-construction work, such as utility relocates, connections, may be allowed with approval from Tri-CAP and identified during stages of plan development.

The site is supported by an onsite septic system. This too shall be removed per local, regional, or state requirements and a new septic system is required for the existing facility and the expansion. All required septic system requirements shall be adhered to.
Exterior facility lighting and parking | property lighting shall be designed allowing for security, and safety lighting for the site and personnel.

1.3 PROJECT SCHEDULE | TIMELINE

The Facility shall be open for occupancy on or before December 31, 2024. Design and all related services shall meet this required date. However, the warranty period will be one year after the required open for occupancy date which shall be either on or before December 31, 2025.

*The Remainder of this page is intentionally left blank.*
2 INSTRUCTION TO PROPOSERS

2.1 GENERAL

Proposers shall be experienced and knowledgeable of all applicable state, and local statutes, rules, and ordinances associated to the required scope of services needed to complete this project.

The successful proposer shall be required to enter a contract with Tri-CAP. The contract shall consist of the RFP, selected Consultant’s proposal, final cost estimate, pertinent attachments, and the contract form.

The submission of a proposal shall constitute a binding, irrevocable offer for a period of 90 days after the date the proposals are due.

Each proposal shall be submitted in the requested format and include all pertinent information identified. Proposers understand that any and/or all parts of the submitted proposal may become part of any subsequent contract between Tri-CAP and the selected Consultant. Any costs incurred by consultant, responding to this RFP shall be the Consultant’s sole expense and will not be reimbursed by Tri-CAP.

2.2 PROPOSAL REQUIREMENTS

The following shall be included in your proposal and shall be in the order illustrated. Should a section be omitted, the proposal may be rejected and returned without further consideration.

Tri-CAP will make its selection according to requirements set forth in this RFP. Price is excluded as part of the requirement for submission with the proposal, and as an evaluation factor. Fee submittal and negotiations are conducted with the most qualified firm only. Proposer must not include any cost information within the body of the proposal. Any proposals submitted with cost information attached will be rejected.

Proposal Outline and Requirements.

- **Cover Page.**
  - Identify on the cover page:
    - Project name
    - Firm name (full company name, address, primary contact person name and title, phone number(s))
    - Firm information (federal ID number, DUN’s number, Mn. Tax ID number (if applicable)
    - Date of submission of the proposal

- **Cover Letter.**
  - one page maximum
  - Include signature from an authorized individual within the firm.

- **Proposal Table of Contents.**

- **Statement | Examples of Firm Qualifications.**
  Illustrate Relevant Firm Experience (shall include location of project (city and state), client, project reference (name, email, and phone number), cost of design services and the cost for construction for the project, square footage of the facility and the usage of the facility. (Proposal shall include a minimum, of three (3) project examples)
• **Project Personnel Specific Qualifications**

Provide organizational structure identifying key personnel.
Provide resumes illustrating the qualification for key personnel (Project Manager and others that the firm identify as key personnel). Other supporting staff shall be summarized illustrating their experience and assigned work for this project.

Organizational chart shall include any subconsultant who are proposed for the project (firm, individuals, and related qualifications).

Illustrate the availability of the team members based on availability and note a commitment of the resources to this project.

No changes in key or lead personnel assigned to the project will be permitted without the written approval of Tri-CAP.

(5 page maximum)

• **Detailed Work Plan.**

  **Approach.**

Illustrate in your own words the Consultant team’s approach to deliver the project based on the tasks and requirements within the RFP. Include how the approach aligns with the project goals and objectives.

  **Schedule.**

Include a schedule to meet the required completion date, identifying the duration for each RFP identified task, date for advertisement of the project for contractors, award of contract and Notice To Proceed (NTP) for construction. Include estimated duration for construction and if there is any float within your schedule based on the approach.

  **Deliverables.**

Identify in a table the draft and final deliverables for each task or others that are vital to the completion of the project. Illustrate the time periods or approach to ensure engagement and review by Tri-CAP staff.

Include risks associated to your approach and / or schedule within the work plan and illustrate how the team will manage the risks during the development of the project.

Identify for each task the estimated total work hours, provide as a table within the Work Plan section of the proposal.

(10 page maximum for this section)

**Total Pages for proposal: (Not to exceed) 35 Pages**

Consultant shall adhere to the maximum pages noted above for specific sections of the proposal.
• Required Forms (Attachments)
  Attachment D - CONFLICT OF INTEREST FORM
  Attachment E - AFFIDAVIT OF NONCOLLUSION
  Attachment F - STATE OF MINNESOTA – WORKFORCE CERTIFICATION FORM
  Attachment G - EQUAL PAY CERTIFICATE
  Attachment H - CERTIFICATION REGARDING LOBBYING
  Attachment I - RESIDENT VENDOR FORM

2.3 DISPOSITION OF RESPONSES
All material submitted in response to this RFP will become property of Tri-CAP and will become public record after an evaluation process is completed and an award decision is made, if the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, MN. Stat. 13.37, the Proposer must:
• Clearly mark all trade secret materials in its response at the time the response is submitted.
• Include a statement with its response justifying the trade secret designation for each item.
• Defend any action seeking release of the materials it believes to be trade secret and indemnify and hold harmless Tri-CAP, its agents, and employees, from any judgments or damages awarded against Tri-CAP in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Tri-CAP award of a contract.
• In submitting a response to this RFP, the Proposer agrees that this indemnification survives if the trade secret materials are in possession of Tri-CAP. Tri-CAP is required to keep all the basic documents related to its contracts, including responses to RFPs for a minimum of two years. Responses to this RFP will not be open for public review until Tri-CAP decides to pursue a contract and that contract is awarded.

The determination of whether materials constitute trade secrets pursuant to MN. Stat. 13.37 shall be subject to the discretion of Tri-CAP.

2.4 WITHDRAWAL OR MODIFICATIONS OF PROPOSALS
• Each proposal shall constitute a binding, irrevocable offer for a period of 90 days after the date the proposals are due. Proposals which have been submitted to Tri-CAP may be withdrawn by the Proposer only if a written withdrawal request is received by Tri-CAP in person, by mail, or by email prior to the time proposals are due. Proposals which are timely withdrawn shall be returned to Proposer.

A Proposer may submit a modified proposal prior to the time proposals are due. A modified proposal must be received by Tri-CAP prior to the time proposals are due. If a modified proposal is timely submitted to Tri-CAP shall deem a previous proposal submitted by the Proposer to have been withdrawn and the previous proposal shall be returned to the Proposer.

The Remainder of this page is intentionally left blank.
3 FIRM SELECTION AND AWARD PROCESS

3.1 EVALUATION PANEL
A selection committee will evaluate proposals. The selection committee will include members of Tri-CAP staff and others, as necessary.

3.2 EVALUATION AND SELECTION OF MOST QUALIFIED FIRM
The proposals will determine the most qualified firm.

The overall evaluation will be based on the firm and key personnel qualifications, demonstrated competence, schedule and approach for the project.

3.3 SHORT LIST
Criteria used to shortlist firms is based on the following criteria:

Firms will be evaluated with respect to their qualification’s statements in each of the evaluation criteria elements as being "excellent", "satisfactory", or "unsatisfactory".

After rating each firm's qualifications for each criterion, the committee members then give each firm an overall evaluation rating. The overall rating for the firms is compared and the firms with the most "excellent" ratings are short listed.

The following short list evaluation criteria will assist in the selection of short-listed firms:
Basic Experience.
Established point of contacts within firm with similar project experience as required for this project.
Rounded personnel resources (architects, civil engineers, surveyors, etc.) for the services required.
Past Performance & Past project experience (similar projects within the past 5 years).
High reference ratings.
Project teams exemplifies experience for all required services.
Time allotted for project is attainable to meet identified schedule.
Organizational chart clearly outlines roles and responsibilities for the project.
Resumes are complete for all key personnel and are well qualified for the project.
Project experience is highlighted for each of the team firms (as applicable), experience is relevant to current project.
Proposal clearly identifies availability of each of the teams' firms.

Price is excluded, as an evaluation factor, and negotiations are conducted with the most qualified firm only. Should negotiations fail with the selected most qualified firm, negotiations will occur with the next rated firm.

SCORING CRITERIA
Quality of Proposal/Technical Criteria & Understanding.  Total Points Possible:40 points
- Completeness in addressing the requirements of the RFP and Scope of Work
- Approach
- Schedule
- Demonstrated understanding of the work required for this project.
• Integration or illustration of challenges, risks and strategies that may impact the project scope, schedule, or budget.
• Application of required requirements, laws and guidance for project including American Disability design and construction.

**Experience of Proposer | Firm.**  
<table>
<thead>
<tr>
<th>Total Points Possible: 30 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Organizational chart, personnel and working team relationships</td>
</tr>
<tr>
<td>• Firms Experience &amp; qualifications</td>
</tr>
<tr>
<td>• Subconsultants Experience &amp; qualifications</td>
</tr>
<tr>
<td>• Illustration of availability and resources to deliver the project.</td>
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**Qualifications of Proposer/Key Personnel.**  
<table>
<thead>
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<th>Total Points Possible: 30 points</th>
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<tbody>
<tr>
<td>• Key personnel experience, leadership, and management experience</td>
</tr>
<tr>
<td>• Professional competence in areas directly related to this RFP</td>
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<tr>
<td>• Identified staff, successful completion of similar transit office and bus garage facility projects</td>
</tr>
<tr>
<td>• Qualifications and experience of key personnel, including education, project experience.</td>
</tr>
<tr>
<td>• Experience in the planning, programming, design, and construction management of facilities similar in size and scope.</td>
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</tbody>
</table>

**Oral Interviews.** After evaluating the qualified firms, the selection committee may schedule the short-listed firms to make oral presentations. The selection committee will advise the firms in advance of any questions the committee has regarding the firm, its capabilities, and submitted proposal. These questions would be addressed by the firm during the oral presentation. The firm’s proposed key staff will make the presentation only. If the selection committee deems it unnecessary to conduct oral presentations, qualified firms will be notified as well.

**4 CONTRACT AWARD**

**4.1 COST PROPOSAL FORM**

After review and evaluation of the proposals, and identification of the most qualified firm Tri-CAP will request that the firm complete an estimated cost proposal. (Template to be provided by Tri-CAP).

The template will require – labor costs, overhead %, profit %, and estimated expenses. The firm shall also include, assumptions related to the cost estimate, any optional tasks that are in place and approved by Tri-CAP.

Within five (5) business days the firm shall submit their cost to complete the project with signature by an authorized person within the firm.

Tri-Cap and the firm will review the cost submitted and finalize a cost for the project and complete the contract.

If an agreement cannot be reached on best and final offer with most qualified firm, negotiations are formally terminated with that firm, thereby rejecting that firm’s proposal. Negotiations are then conducted with next most qualified firm. This process continues until a negotiated agreement is reached which is fair and reasonable.
4.2 DETERMINATION OF AWARD
The selection committee will identify the most qualified firm and agreement on price. Consideration shall also be given to such matters as Firm integrity, record of past performance, and financial and technical resources.

Contract Type:
A firm-fixed price contract establishing a series of line item or unit prices that are not subject to any adjustment based on the Firm’s cost estimate in performing the contract will be used. This contract will provide payments for completed hours of work and requires the firm to submit invoices illustrating hours worked for a specified task and qualifying expenses. Monthly invoicing shall be required. If no work is performed for that month the firm shall note such to Tri-CAP.

Firms are prohibited from using Cost Plus Percentage of Cost Contracts (CPPC) with their subcontractors. Any contractual arrangement whereby the Firm is assured of greater profits by incurring additional cost will be held illegal.

The Remainder of this page is intentionally left blank.
5 PROTEST PROCEDURE

5.1 GENERAL

Any protest by an interested party regarding this solicitation shall be made in writing to Tri-CAP to the attention of the Tri-CAP designated representative for the project. Tri-CAP shall review and decide as to the validity and remedy of the protest.

1. A pre-proposal or solicitation phase protest must be submitted 5 working days prior to proposal due date.

2. A pre-award protest of an award must be submitted after receipt of proposals and 5 working days before award of the contract.

3. A protest after award must be submitted within 5 working days from the date of award. Tri-CAP shall be furnished with the notice of protest and the basis, therefore. When it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to Tri-CAP’s interest, Tri-CAP shall inform the consultant that Tri-CAP will not be responsible if the award is set aside, and that the consultant proceeds with performance at his/her own risk.

The protest must be specific including the name and contact information of the protestor, a description of the specific project and statement of grounds for protest. Tri-CAP shall respond within 10 working days of the protest. Tri-CAP shall decide as to the validity and corrective action if any is needed. Appeals can be made to the Tri-CAP Board of Directors after the Director’s response is received and reviewed. Such appeals shall be made within 5 working days of notice of the Director’s decision.

Allowance for reconsideration can be made if data becomes available that was not previously known, or there has been an error of law or regulation.

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6 GENERAL CONTRACT CONDITIONS
The following conditions shall be understood by the Proposer and acknowledged as such with a submittal of a proposal.

6.1 DURATION
The Contract shall be in effect **one year after the required opening day** (on or before December 31, 2024. The contract maybe extended through an amendment to the original contract and with justification, approval by Tri-CAP.

6.2 ACCESSIBILITY
Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; DOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 C.F.R. part 37; and Joint Access Board/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38. Notably, DOT Incorporated by reference into Appendix A of its regulations at 49 C.F.R. part 37 the Access Board’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

6.3 NON-DISCRIMINATION


Per Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 “Americans with Disabilities Act” prohibits discrimination against the qualified individuals with disabilities in programs, activities, and services.

6.4 CONTRACT PROVISIONS
**Firm’s Role in Construction Change Orders, Claims and Litigation**
The Firm shall aid Tri-CAP in the evaluation of changes to the construction contract, whether the changes originate with Tri-CAP or with the construction contractor, they must be evaluated, before they are adopted, as to their total system impact on the project.

The firm will prepare a cost estimate of the changed work that Tri-CAP can use to evaluate the construction contractor’s price proposal for the change, and the firm shall review and approve the construction contractor’s documentation, the firm’s efforts will not be reimbursable under the terms of the contact with Tri-CAP, Inc. For issues that go to litigation, the firm will be required to defend its designs and specifications without additional charge to Tri-CAP’s actions,
however, if they are not due to the firm’s work products or actions, then the firm can expect to be reimbursed by Tri-CAP for its efforts in defending the claim and assisting Tri-CAP in the litigation.

**Design within Funding Limitations**

The Firm shall accomplish the design services required under this contract to permit the award for the construction of the proposed facility at a price that does not exceed the estimated construction contract price as set forth in this RFP.

When bids or proposals for the construction contract are received that exceed the estimated price, Tri-CAP shall analyze the reasons for the excessive prices and, if appropriate, the Firm shall perform such redesign and other services as are necessary to permit contract award within the funding available. These additional services shall be performed at no increase in the price of this contract. However, the firm shall not be required to perform such additional services at no cost to Tri-CAP the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

The Firm will promptly advise Tri-CAP if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information Tri-CAP will review the Firm’s revised estimate of construction cost. Tri-CAP may, if it determines that the estimated construction cost contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or material as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in this RFP.

The Total estimated project cost is $2,500,000. This includes all costs (such as: design, construction, construction administration, soft costs, permitting, well related activities, septic system removal and installation of new and all pertinent utility connections and relocations)

**Design errors or deficiencies**

If the firm’s design, drawings, or specifications contain errors or deficiencies, the firm shall correct them at no increase in price to Tri-CAP. When errors are discovered during construction, the firm is liable for correction of the drawings at their own cost, and for the difference between what the ‘correct” construction will cost (as a change order issued to the construction contractor) and what it would have cost in the original contract had the drawings been correct. This includes any tear-out that needs to be done and replacement.

**6.5 INDEPENDENT CONTRACTOR**

It is expressly understood that the is an independent consultant for purposes of this contract and all persons employed by the Firm in the performance of any work or services required or provided in this contract shall not be considered employees of Tri-CAP for any purposes whatsoever, including, but not limited to, workers’ compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit, or any and all such claims shall in no way be the obligation or responsibility of Tri-CAP.

**6.6 INSURANCE REQUIREMENTS**

Insurance certificates and continuity of coverage is required. The successful responder shall
provide a certificate of insurance (COI) at the time of contract signature and within 30 (thirty) days of expiration of an insurance policy. All COIs shall show each type of insurance coverage and limits of cancellation, nonrenewal or changes in coverage of limits to all named and additional insured. If the successful responder is self-insured, **a Certificate of Self-Insurance must be attached to proposal.**

Required Insurance. The following insurance coverages are required:

**Workers’ Compensation Insurance:**
Tri-County Action Program, Inc. will require the third-party contractor (Consultant) to provide workers’ compensation Insurance in accordance with the statutory requirements of the state of Minnesota, under Chapter 176.

**Commercial General Liability Insurance:**
All third-party contractors are required to maintain insurance protecting them 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 whether the operations are by Tri-County Action Program, Inc. or by a subcontractor or by anyone directly or indirectly employed under the contract.
- All contractors must have minimum insurance coverage of $2,000,000.00 per occurrence.

**The following coverage’s will be included:**
- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured

**Commercial Automobile Liability:**
All third party Contractors are required to maintain insurance protecting them 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 or use which may arise from operations under the Contract whether such operations were by Tri-CAP or by a subcontractor or by anyone directly or indirectly employed under the contract. Minimum Insurance amounts are the same as provided above.

In addition, the following coverages should be included: Owned, Hired, and Non-Owned Automobile Certificate of Insurance will list State of Minnesota as an additional insured.
- All contractors must have minimum insurance coverage of $2,000,000.00 per occurrence

**Excess Insurance:**
An umbrella or excess liability insurance policy may be used to supplement contractor’s (consultant’s) policy limits to satisfy the full policy limits required by the Contract.

**Rating:**
All third-party contractors will obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.
**Self-Insured Requirements:**
If Consultant is self-insured the following is required:

- Recipient can provide tort liability amounts provided in Minnesota Statutes, section 466.04.

**Builders Risk:**
For purpose of construction, or rehabilitation of a facility, Contractor (Consultant), shall be responsible for providing and maintaining “All Risk” or equivalent builders risk policy insuring the interest of Tri-CAP, Contractor (Consultant), and any tiering of subcontracting. Coverage on all “ALL Risk” or equivalent basis shall include the perils of flood, earthquake, and pollution clean up expense. Builders Risk limit of liability shall be equal to the amount of the contract. Any deductibles shall be the sole responsibility of the Contractor (Consultant).

**Right to Terminate:**
Tri-CAP reserves the right to immediately terminate the Contract If the successful responder is not in compliance with the insurance requirements and retains all rights to pursue and legal remedies against the successful responder. All insurance policies must be open to inspection by Tri-CAP and copies of policies must be submitted to Tri-County Action Program, Inc. upon written request.

6.7 INDEMNITY
The Firm shall indemnify, hold harmless and defend Tri-CAP, its officers, agents and employees from any and all claims, damages or liability of any kind arising out of any acts, errors or omissions of Firm, its agents or employees, in furnishing services or performing work pursuant to this contract outside of those claims covered under Tri-CAP’s general liability insurance.

Notwithstanding Section 3.1 and in consideration of the fact that Tri-CAP does not hire, train, or supervise Firm’s employees performing the services required by this Contract, the Firm shall be solely responsible for any and all acts performed by its employees in the implementation of this Contract. As such and without regard for the coverage provided by Tri-CAP general liability insurance, contractor shall indemnify, hold harmless and defend Tri-CAP, its officers, agents and employees from any and all claims, damages or liability of any kind arising out of any acts, errors or omissions of Firm or its agents or employees in furnishing services of performing work pursuant to this Contract.

6.8 DISPOSITION OF RESPONSES
All materials submitted in response to this RFP will become property of Tri-CAP.

Tri-CAP will not consider the prices submitted by the most qualified responder to be proprietary or trade secret material.

6.9 TERMINATION
If the Firm Is (1) adjudged to be bankrupt; (2) makes a general assignment for the benefit of creditors; (3) has a receiver on account of Insolvency; (4) is guilty of substantial violations of any provision of the Contract; (5) fails to promptly pay employees or obligations incidental to proper performance of the Contract; or (6) persistently disregards or permits disregards or permits disregard by employees of laws, ordinances or Instructions of Tri-CAP or Its designated representative, then Tri-CAP may, at Its opinion, terminate the contract without further
obligation on the part of Tri-CAP or its designated representative believes any action or non-action of the Firm represents an immediate threat to public safety, Tri-CAP may suspend service for so long a period as they see necessary.

6.10 ASSIGNMENT
This Contract or any part thereof may not be assigned to others by the Firm without prior written consent of Tri-CAP.

6.11 REGULATORY ASSURANCES
The Proposer by submission of his/her proposal assures Tri-CAP that he/she shall comply with, and be bound by all applicable federal, state, and local laws, rules and ordinances, including but not limited to those included in this RFP and shall complete all required reports and submit them to Tri-CAP within timelines agreed upon by both parties.

6.12 AUDITS
Tri-CAP and any third-party entity will establish a set of accounts in which all public transit-related costs and revenues are recorded so that they may be clearly identified, easily traced, and documented. All accounting practices applied, and all records maintained must be in accordance with Generally Accepted Accounting Principles. The books, records, documents, and accounting procedures and practices of Tri-CAP and any third-party entity relative to the Contract are subject to examination by the MnDOT Auditor, State Auditor, the Legislative Auditor, and the FTA, during regular working hours, whenever necessary. Audits will be based on the contract cost principles and procedures in Code of Federal Regulations, Title 48, Chapter 1, Part 31, and Office of Management and Budget Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Award.

Tri-CAP and firm(s) will have 14 calendar days from receipt of a final audit to respond to the audit. Failure to respond to the audit within 14 calendar days may be deemed to be acceptance of the audit findings by Tri-CAP, after which the State may proceed to final closeout of the contract. All required records must be maintained for at least six years from the date of final payment or the expiration date of the contract, whichever occurs first.

*The Remainder of this page is intentionally left blank.*
SCOPE OF SERVICES | SCOPE OF WORK

PRIMARY GOALS and REQUIREMENTS for this PROJECT

- Occupancy on or before December 31, 2024.
- Total not to exceed amount for the project — $2,500,000.
- Consultant shall perform services to meet both goals.

Requirements: The final PSE package shall meet local, state, and federal codes, ordinances, and regulations including the Americans with Disabilities Act.

The development of this project shall be completed with AIA specifications and requirements.

Coordination: The firm shall coordinate, collaborate, and communicate with local, state, and applicable permit or approval agencies, boards and commissions as needed to achieve the goal to complete a PSE project package.

Tasks: The concept illustrated in Exhibit | Attachment A identifies that the project shall have bus garage bays, a wash bay, and a space for personnel. On-Site hardscape and landscaping shall also be included. Refer also to Exhibit | Attachment B illustrating the estimate costs for major elements within the project. The following tasks, on the next few pages illustrate the required tasks for the project. Consultant can propose additional tasks should they choose to.

The project schedule shall identify each task, start, and end dates, including time periods for review and approval of deliverables by Tri-CAP staff.

Task 1: 30% Preliminary Project Design (includes plans, specifications, and construction project estimate with line items to illustrate an overall project cost)

Prepare project documents to a stage acknowledging the discovery and documentation of the current on-site infrastructure and impacts / requirements to advance the project based on existing conditions.

Three coordination meetings (minimum) are required to support this Task.

- Meeting 1. Project kick off meeting to validate scope of work, schedule for Task 1.
- Meeting 2. Project Task 1 deliverable review meeting at minimum the agenda shall include discovery to date for existing conditions (soils, utilities, removals, code requirements and initial discussion for phasing and staging during construction). Documents provided at this meeting shall include (at minimum), architectural and engineering plan sheets developed to date, technical memos supporting project discovery and recommendations and total project estimate including line items for construction cost estimating.
- Meeting 3. Task 1 resolution meeting and approval for the project team to migrate to Task 2. This meeting shall include responses to actions and questions identified in Meeting 2 and dialogue to advance to Task 2.

Subtasks and deliverables:
On-site materials and geotechnical investigation.

- Deliverable: Technical Materials and Geotechnical memo supporting discovery and recommendations for the project, including specific recommendations for foundations, pavement structural section for parking lot and floor of the facility.
• **Deliverable:** Project design report illustrating decision criteria to advance the project beyond concept (Exhibit A) to project design and development completed to date. Report shall also include key factors influencing the project, such as risks, existing conditions, required permitting, coordination with other agencies and identified codes, requirements or guidance supporting the project.

• **Deliverable:** Technical Memo illustrating options and the recommended mechanical, electrical and plumbing (MEP) systems proposed for the Project.

• **Deliverable:** Draft plan sheets | Documentation | Layouts | Reports.

Each type of document shall be submitted as a printable .pdf file to Tri-CAP. The set of plans shall also be printed for Tri-CAP (11”x17”) and mailed for review prior to the scheduled meetings.

• Existing Conditions plan sheet
• Boundary Survey/Preliminary Plat Plan sheet
• Site Plan
• Landscape Plan
• Hardscape layout (parking lot, curbing, islands) with supporting documentation validating circulation for bus movement and separation between private vehicles and transit fleet. Include general requirements for lengths, widths and ADA requirements for parking and pathways to facility entrances.
• Architectural Floor Plans showing existing facility and expanded facility space.
• Two (2) perspective sketches (using Sketch Up software or similar) of the overall project site and structures in sufficient detail to illustrate the functionality of the project. Indicate general materials and finishes.
• Two (2) site plans illustrating the relationships between the expansion and the existing structures | existing features. The plan shall be at minimum illustrate 300’ beyond the edge of all sides of Tri-CAPs property.
• Building elevations

Tri-CAP staff will review documentation and draft deliverables prior to the scheduled meetings. Each scheduled meeting will review and evaluate staff input. It is important to note that Tri-CAP staff have limited time to review however they acknowledge the importance for their engagement, input and decision making for the project. The consultant team’s approach for the project shall take this into consideration.

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**Task 2: Design Development – 70% Plans & Specifications**

Based on Task 1 deliverables and status, Tri-CAP will provide a notice to proceed to advance the project to a 70% stage of development. No work may begin on Task 2 until authorization is provided by Tri-CAP.

This task outcome is to complete the full package, plans, specifications, estimate and related documentation to support the detailed design of the Approved Preferred Alternative.

**Deliverables** for Task 2 shall include all pertinent plan sheets, specifications, and total project cost estimate with detailed line-item construction cost estimating.

Either the plan sheets or the supporting project report shall include detailed descriptions of the interior and exterior architectural materials and finishes, structural systems and materials, electrical...
and mechanical systems (interior and exterior), recommended pavement materials and sub-surface materials, landscape hardscape and plantings, site and irrigation materials, and traffic signage and striping.

A document describing the sequencing and staging for construction shall also be provided. This document shall also include how the project impacts existing operations and or closures of the existing facility during utility construction. The consultant shall evaluate these impacts with the Tri-CAP team to assess the best time to do any total closures or limitations to the existing facility.

Two coordination meetings (minimum) are required to support this Task.

- **Meeting 1.** Presentation of the updated plans, specifications and estimate from the consultant to the Tri-CAP team. This includes an overview of the related project documentation and updated reports.
- **Meeting 2.** This meeting shall include final updates and modifications required from Meeting 1 and shall include final review for Tri-CAP to authorize notice to proceed to Task 3.

**Deliverable:** Draft plan sheets | Documentation | Layouts | Reports.

Each type of document shall be submitted as a printable .pdf file to Tri-CAP. The set of plans shall also be printed for Tri-CAP (11”x17”) and mailed for review prior to the scheduled meetings.

The following are required for submission. Additional information shall be provided based on discovery and professional judgement.

- Title Sheet (shall include Tri-CAP logo, signature block for Tri-CAP)
- Quantity Sheet summarizing line-item quantities
- Code, requirements Plan sheet
- Site Plan Certification
- Construction Phasing and Staging Plan
- Site Plan
- Grading | Storm water prevention plan | Erosion Control Plan management
- Utility Plans (removal and new) for storm water, Septic System and well closure and new well.
- Pavement | Hardscape Plan (curbing, islands, parking lot, sidewalk)
- Civil Detail Plans
- Landscape Plan
- Architectural Floor and Roof Plans
- Architectural Roof Plans
- Exterior and Interior Elevations
- Building Details and Sections
- Wall Types & Sections
- Structural Detailed Drawings | Plans | Notes
- Foundation Plans
- Mechanical, Electrical and Power (interior and exterior lighting | Security System | IT infrastructure and connections) Equipment installation requirements | Specifications | Details | Plans
- Design criteria and specifications for the lighting required at the facility (interior and exterior), Parking areas and areas within the site for safety and security.
Task 3: Construction Plans, Specifications and Estimate (PSE) Final Development – including the Construction Solicitation Phase (Task 4)

Based on Task 2 deliverables and outcomes, Tri-CAP will provide a notice to proceed to advance the project to a draft and final PSE package. No work may begin on Task 3 until authorization is provided by Tri-CAP.

This task outcome is to complete the PSE package for a solicitation to bidders that is biddable and able to be constructed.

Deliverables for Task 3 are identified as two packages – a draft and a final PSE package.

A **final** document describing the sequencing and staging for construction shall also be provided, including how the project impacts existing operations and or closures of the existing facility during construction. The report shall identify time frames for impacts to the existing facility and associated daily operations.

Two coordination meetings (minimum) are required to support this Task.

1. **Meeting 1.** Presentation of the draft final plans, specifications and estimate from the consultant to the Tri-CAP team. This includes an overview of the draft final project documentation and correlating reports.
2. **Meeting 2.** This meeting shall include final review of the PSE package with the goal of advancing the project to be advertised for bidders.

**Deliverable:** Final plans, specifications, bid form and required contract documentation for a posting as an invitation to bid to contractors. Shall be provided in a format allowing contractors to download for review and bidding.

**Deliverable:** Detailed total project estimate illustrating all costs associated to the project with a not to exceed amount of $2.5 million. Include alternate project options within the PSE package should bid exceed the estimated construction costs.

**Deliverable:** Final project reports, documentation and technical memorandums supporting the final PSE package.

Task 4: Procurement | Bid | Contractor Award Phase

The Consultant shall solicit and post the advertisement for contractors. The posting shall be publicly noticed and advertised for a minimum of thirty (30) calendar days.

Once advertised the Consultant shall conduct, document, and provide a report for a pre-bid meeting (not mandatory for contractors to attend).

Respond to questions from bidders as required from the pre-bid meeting only. The pre-bid meeting will be recorded, and key information will be posted on the Tri-CAP website as an addendum.

All bids shall be submitted electronically to the Consultant and a formal public bid opening shall occur reading off the total amount bid from each contractor. At this time, it is noted that there is an apparent low bidder.
The Consultant and Tri-CAP will validate the responses received for compliance to the bid requirements. Consultant shall provide a letter of recommendation for award to Tri-CAP.

The approved award will occur after Tri-CAP provides a recommended award to the Board of Directors. Consultant shall be supportive during this process including presentation materials and documentation identifying why staff is recommending an award to the contractors.

Once awarded Consultant shall support Tri-CAP with draft and finalizing contract documentation between Tri-CAP and awarded contractor. After signature and approval of the contract Task 5 will be initiated.

### Task 5: Construction Phase

Consultant shall provide the following during this phase:

1. Schedule, prepare, facilitate, and provide an agenda and a report for the pre-construction conference. Invite pertinent project stakeholders such as utility companies and agencies requiring permits.

2. Schedule, prepare, facilitate, and provide agendas for regularly scheduled construction progress meetings and provide site visits (progress meetings shall occur monthly, and at major milestones). Site inspection and monitoring visits shall occur weekly when construction is occurring on site. Tri-CAP may request additional site inspections based on need or observation on site.

3. Respond to each request for information (RFI's) and provide follow up on each. Include a tracking data base illustrating all RFIs.

4. Review and monitor contractor's schedule for adherence to meet the required completion date | occupancy date. The contractor’s schedule shall be presented at the pre-construction conference for review and approval by the consultant and Tri-CAP and the consultant shall review progress on the schedule at each progress meeting.

5. Consultant shall receive, review, and provide comments or approval for items requiring approval such as specific equipment, materials, and drawings submitted by the contractor.

6. Consultant is required to assess, and determine if the contract requires a change order, or force account. Should approval is warranted Consultant shall draft and finalize all documentation to support the contract amendment. Prior to approving by the Consultant, dialogue and review shall occur with Tri-CAP.

7. Monthly Pay Applications shall be reviewed and approved for payment by the Consultant. Once approved Consultant will coordinate for final approval and payment with Tri-CAP staff.

8. At the time nearing completion of the project or completion of an area of the facility Consultant shall review on site – and document on a punch list those items that need to be repaired, replaced, or modified. Consultant shall monitor all punch lists for final approval.

9. Consultant shall coordinate as required all permitted work authorized within the project for acceptance with a permitting agency or entity. Including but not limited to well drilling and well certification with the state of Minnesota.

10. Consultant shall coordinate and facilitate for final approval and receipt of a Certificate of Occupancy per the timeline established for the project.

11. Consultant shall provide supportive services to close out the project including as-built drawings, listing of all warranty materials and equipment, and providing detailed information to Tri-CAP for future maintenance and operational needs. Provide a summary of the assets included in the project for Tri-CAP’s documentation and reporting to MnDOT.
12. Consultant shall provide the as-built drawings to Tri-CAP in a CAD file format and as a .pdf file. A printed copy shall also be delivered to Tri-CAP.

Task 6: Warranty Phase
Consultant shall provide the following during this phase.

- Summary of all items that are in warranty either during the one-year period or beyond.
- Monitoring on site with Tri-CAP staff the project for any items or equipment that is not adhering to the quality required.
- Be responsive to Tri-CAP to evaluate items or concerns related to the project that are failing or malfunctioning.
- Perform a final acceptance/approval of the project – based on one year after final approval for release of retention funds to the contractor.
- Submit to Tri-CAP all required project documentation associated to the project.

The end of Task 6 – warranty period is expected to be on or before December 31, 2025 (one year after owner occupancy).
### Tri-CAP Garage/Office Addition & Remodeling

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<th>Construction Budget</th>
<th>Sq. Ft.</th>
<th>$/SF</th>
<th>Total</th>
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<tr>
<td>Parking Garage</td>
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<td>Wash Bay</td>
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<td>Office Construction</td>
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<td>Remodeling Allowance</td>
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<td><strong>Total Budget</strong></td>
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Due to Size of this document – it is linked to the Tri-CAP website as a separate document.

REQUIRED FORMS FOR PROPOSAL
(Forms shall be submitted with the proposal)

Attachment D: CONFLICT OF INTEREST FORM
Attachment E: AFFIDAVIT OF NONCOLLUSION
Attachment F: STATE OF MINNESOTA – WORKFORCE CERTIFICATION FORM
Attachment G: EQUAL PAY CERTIFICATE
Attachment H: CERTIFICATION REGARDING LOBBYING
Attachment I: RESIDENT VENDOR FORM
CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

**Purpose of this Checklist:** This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to MnDOT, however, the “Disclosure of Potential Conflict of Interest” form must be submitted with your response.

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

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

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

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

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

**Statutory Guidance:** Minnesota Statutes §16C.02, subdivision 10(a) places limits on state agencies ability to contract with entities having an “organizational conflict of interest”. For purposes of this checklist and disclosure requirement, the term “vendor” includes “proposer” as defined above. Pursuant to such statute, “organizational conflict of interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

**Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering:** The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules Part 1805.0300). Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client.
Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest.

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

- The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this contract.
- The proposer, or its principals, in previous work for the state has provided the final design or related services that are directly related to performance of work required under this contract. Comment: this provision will, for example, disqualify a proposer who performed final design for MnDOT and now seeks to provide construction administration services for that same project. MnDOT believes this is necessary because the firm that prepared the plans may be unable to objectively determine plan errors and omissions. This may cause a situation where: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; and (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired.
- The proposer is providing 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. “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 performance of work pursuant to the contract when such work involves providing recommendations for right-of-way acquisition, access control and the design or location of frontage roads and interchanges. Comment: this provision does not presume proposers know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- The proposer has a business arrangement with a current MnDOT employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this contract. This item does not apply to pre-existing employment of current or former MnDOT employees, or their immediate family members. Comment: this provision is not intended to supersede any MnDOT policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to “inside” information.
- The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

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

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

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

________________________________________  ____________________________
Signature                                      Date

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

________________________________________  __________________________________
Name                                      Phone
STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION

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

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

Authorized Signature:

Responders Firm Name: __________________________

Print Authorized Representative Name: __________________________
Title: __________________________

Authorized Signature: __________________________
Date: ____________
STATE OF MINNESOTA – WORKFORCE CERTIFICATION INFORMATION

Complete Box A or B of this form, and sign and return it with your proposal. A Workforce Certificate or exemption from the Minnesota Department of Human Rights (MDHR) is required to execute a contract in excess of $100,000 under Minn. Stat. §363A.36.

BOX A – COMPANIES that have employed more than 40 full-time employees within this state or a state where the business has its primary place of business on any single working day during the previous 12 months, check one option below:

☐ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on ______________ (date).
☐ Our company does not yet have a Workforce Certificate, but we acknowledge that a Workforce Certificate is required before a contract in excess of $100,000 can be executed with the State of Minnesota or other covered entities.

BOX B – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in Minnesota or any state where it has its primary place of business during the previous 12 months, check option below if applicable:

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

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

Name of Company: ______________________________ Date ______________

Authorized Signature: ______________________________ Telephone: ____________

Printed Name: ______________________________ Title: ______________________________

For assistance with this form, contact:
Minnesota Department of Human Rights
Web: http://mn.gov/mdhr/ Toll Free: 1-800-657-3704
Email: compliance.mdhr@state.mn.us MN Relay: 711/1-800-627-3529
STATE OF MINNESOTA  
EQUAL PAY CERTIFICATE

If your response could be in excess of $500,000, complete and submit this form with your submission. It is your sole responsibility to provide the information requested and, when necessary, to obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document as part of your proposal. Contact MDHR with questions at 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay), or at compliance.MDHR@state.mn.us.

**Option A** – If you have employed more than 40 full-time employees on any single working day in one state during the previous 12 months, check the applicable box below:
- ☐ Attached is our current MDHR Equal Pay Certificate
- ☐ Attached is MDHR’s confirmation of our Equal Pay Certificate application

**Option B** – If you have not employed more than 40 full-time employees on any single working day in one state during the previous 12 months, check the box below:
- ☐ We are exempt. We agree that if we are selected, we will submit to MDHR within five business days of final contract execution, the names of our employees during the previous 12 months, date of separation (if applicable), and the state in which the persons were employed. 
  
  *Documentation should be sent to: compliance.MDHR@state.mn.us*

The State of Minnesota reserves the right to request additional information from you. If you are unable to check any of the preceding boxes, please contact MDHR to avoid the Commissioner taking action to void your contract.

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any contract with you for any false information provided.

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<thead>
<tr>
<th>Authorized Signature</th>
<th>Printed Name</th>
<th>Title</th>
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</thead>
<tbody>
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<tr>
<th>Organization</th>
<th>MN/FED Tax ID#</th>
<th>Date</th>
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<th>Issuing Entity</th>
<th>Project # or Lease Address</th>
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CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over $100,000

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

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

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

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

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

__________________________________________
Organization Name

__________________________________________
Name and Title of Official Signing for Organization

By: ______________________________________
   Signature of Official

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

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

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

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

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

Name of Company: __________________________________________ Date: _____________________________

Authorized Signature: ______________________________ Telephone: ____________________________

Printed Name: __________________________________________ Title: _____________________________

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