

REQUEST FOR PROPOSALS

SOUTHEAST MINNESOTA TRANSPORTATION MANAGEMENT ORGANIZATION STUDY

Issue Date: March 4, 2024

Proposals Due: April 1, 2024 by 2:00 PM CDT

**Issued By:
City of Chatfield, Minnesota**

REQUEST FOR PROPOSALS

SOUTHEAST MINNESOTA TRANSPORTATION MANAGEMENT ORGANIZATION STUDY

Project Overview

As the recipient of a legislative grant to study the travel and transportation needs throughout Southeastern Minnesota, the City of Chatfield (City) seeks a contractor to produce a comprehensive assessment and financial plan for a transportation management organization in the counties of Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, and Winona. The study must assess how the transportation management organization can develop resources to meet the region's growing and changing transportation needs and prioritize transportation-related challenges that affect the region's workforce, access to health care and postsecondary education, and quality of life.

Goals:

The goals of this consultant-led TMO development effort are to:

- **Build** on and advance the region's successful transit systems, services, and facilities.
- **Modify** the 2018-2019 RTCC implementation plan to reflect a TMO approach.
- **Engage** with leaders throughout the 11-county area to affirm the TMO approach meets regional needs and priorities. The goal is to include major employers, post-secondary commuter-based education, healthcare insurers and providers, disability service providers, transit users, transportation providers, and elected officials.
- **Identify** barriers, gaps, redundancies and efficiencies in the region's transit, mobility and ridesharing services.
- **Deliver**, if findings of the study support a TMO, a detailed financial plan for a three-year start-up implementation phase, including specific public and private funding sources.

Background:

The City seeks a consultant to provide the technical assistance needed to organize a TMO for the region. Rural TMOs exist in other states and Southeast Minnesota considers a TMO a viable strategy to meeting the diverse transit needs of Southeast Minnesota.

A tight labor market, increasing scarcity of workers, and the cost of transportation for in-person workers are the most significant barriers to future economic growth in Southeast Minnesota. Southeast Minnesota economy relies heavily on an "in-region" labor force, with 80.5% of those employed in Southeast Minnesota also living in the region.

The family cost of living in the southeast region is the fourth highest of the 13 economic development regions in the state. Transportation costs, the third highest monthly cost to families, representing 18% of their total monthly costs, are above average compared to the overall state average – meaning a greater share of Southeast Minnesota family costs of living is going toward transportation expenses.

This transportation cost burden most significantly impacts the workforce in Southeast Minnesota industry sectors with the highest projected job growth between 2020 and 2030 – *Accommodation & Food Service, Arts & Entertainment, and Other Services* – for which DEED data forecasts double-digit growth and have the lowest average annual wage in the region.

In addition to the workforce, transportation barriers and access affect the quality of life for a variety of Southeast Minnesota residents:

- People with disabilities make up over 10% of the region’s population. Many of these residents have special needs and rely on mobility services being available. For these populations, access to health care and community services is critical for their well-being, health, and quality of life.
- Seniors, which are the most rapidly growing population for many counties, already make up 15% of the region’s population. Over 49% of the seniors have poverty-level incomes.
- A full 6% of the region’s residents have zero automobile access.

While there are five transit providers in the region, the existing transit providers are not coordinated, services are limited, and the demand for mobility services is not met. There are, however, strengths and assets that the transit providers have established that can be enhanced and their baseline of cooperation can be augmented.

Southeast Minnesota wants to explore, identify, and accelerate implementation of existing best practices that deliver more cost-effective approaches to workforce transportation throughout the 11-county area.

Project Administration

The Southeast Minnesota Together (SE MN Together) Action Team has contracted with Community & Economic Development Associates (CEDA) to provide project management services on behalf of the City. The project manager will be assisted by other members of the Action Team as needed in oversight of each study task. Prospective responders who have any questions regarding this request for proposal may email the contact below:

Joel Young, Project Manager
Southeast Minnesota Travel & TMO Study
Community and Economic Development Associates (CEDA)
Chatfield, Minnesota
507-951-4346
joel.young@cedausa.com (Email communication is preferred)

Project Schedule

The contract will begin on the date stated in the contract or upon full execution of the contract, whichever is later, and the final report must be presented to the Chatfield City Council no later than June 24, 2025.

Proposal Process, Content, and Submission Requirements

1. Proposed Timeline

- Request for Proposals (RFP) Released March 4, 2024
- Written Questions Received (2:00 PM) March 22, 2024
- Response to Questions Released (5:00 PM) March 27, 2024
- Proposals Due (2:00 PM) April 1, 2024
- Interviews & Completion of Negotiations by April 17, 2024
- City Council Approval April 22, 2024 (Tentative)

2. Project Contact and Proposal Delivery Information

Contact: Joel Young, Project Manager, Southeast Minnesota TMO Study Project

Submit all questions related to specific project requirements in writing by 2:00 PM on March 22, 2024. All questions should be submitted via email to

Joel.young@cedausa.com

All questions regarding this RFP must be directed only to the Project Manager, Joel Young. Proposers may be disqualified if any unsolicited contact related to this RFP is made with an employee or representative of City of Chatfield other than the Project Manager during the proposal process.

Proposals should be submitted via email to the Office of the City Clerk at the following email address, bcarlson@ci.chatfield.mn.us. Submissions must be received no later than 2:00 PM on April 1, 2024. Please include the Project Name in the subject line.

3. **Proposal Submission Process**

A. Notice to Proposer

- Upon submission, all proposals become the property of City of Chatfield, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
- City of Chatfield expressly reserves the right to amend or withdraw this RFP at any time and to reject any or all proposals.
- Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
- The City of Chatfield reserves the right to select the most advantageous offer through an evaluation of comparing factors in addition to cost or price such that the contract might not be awarded to the lowest priced proposal.
- Because offers can at times be ambiguous, City of Chatfield reserves the right to request additional information before making an award. City of Chatfield also reserves the right to seek clarification from any proposer about any statement in its proposal that the Recipient finds ambiguous.
- City of Chatfield reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of proposers as City of Chatfield deems to be in its best interest.
- Any exceptions to the requirements of this RFP must be included in the proposal submitted by the proposer. Identify the exceptions as a separate element of the proposal under the heading "Exceptions/Deviations."
- Failure to note exceptions shall be deemed a waiver of objections.
- Proposer may not request exceptions to the Contract Terms and Conditions listed.
- City of Chatfield Reserves the right to include any clarifications/revisions to the RFP content in correlation with the question and response process.
 - a. The successful proposer shall be required to enter into a contract with the City of Chatfield.

Joint Offers

Where two or more consultants desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City of

Chatfield intends to contract with one single firm and not multiple firms doing business as a joint venture.

B. Proposal Format

All proposals shall be submitted by the date and time listed in this RFP. All proposals by corporations shall bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of the corporation.

All responses to this RFP must be submitted and received no later than 2:00 PM on April 1, 2024 in the following manner:

- 1 electronic copy in PDF format emailed to
Office of the City Clerk
Southeast Minnesota Transportation Management Organization Study Response
City of Chatfield, MN
bcarlson@ci.chatfield.mn.us

- 1 hard copy mailed or delivered to
Office of the City Clerk
Southeast Minnesota Transportation Management Organization Study Response
21 Second Street SE
Chatfield, Minnesota 55923

In the case of a discrepancy between electronic and hard copy submissions, the information contained in the electronic submission will be deemed accurate. If your submission exceeds email size limits, please notify Beth Carlson, City Clerk, City of Chatfield (bcarlson@ci.chatfield.mn.us) at least 48 hours in advance to make arrangements to make your electronic submission via Drop Box or USB flash drive. A confirmation of receiving your notification will be sent in return. Electronic submissions utilizing alternate methods such as Drop Box or USB flash drive still must be received by RFP deadline. Those who fail to notify their intent to utilize an alternate electronic submission in the manner described above will be disqualified.

City of Chatfield shall not, in any event, be liable for any pre-contractual expenses incurred by the proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals. Pre contractual expenses are defined as expenses incurred by the Proposer in:

- Preparing its proposal in response to this RFP.
- Submitting that proposal to City of Chatfield.
- Negotiating with City of Chatfield any matter related to this proposal.
- Any other expenses incurred by the Proposer prior to the date of execution of the proposed contract.

Failure to submit a proposal on time shall constitute grounds for the rejection of the proposal.

All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

4. Responsive Proposal

Only complete and responsive proposals will be considered for award. In order to be considered responsive, the proposal shall be signed by an officer of the proposer's firm who can be accountable for all representations made in the proposal.

The proposal must contain the following information, presented in the order shown:

1. Cover Letter

2. An **Executive Summary** of not more than three pages.

3. Project Personnel Profile

- Identify key project personnel, including prior projects of similar size and scope for which the personnel played the same or a similar role as proposed for the project and the status and outcome of any lawsuits brought against team member firms in the last five years.
- Organizational chart of the proposer's team identifying firm relationship and function of all key positions.
- Description of the current assignment and time commitment to that assignment for all key personnel.

4. **Description of Proposer's Overall Approach** to the Study, including a general description of methods used in achieving the required deliverables outlined in the Scope of Services below.

5. **Base Work Plan** with a breakdown of project by phases or tasks. For each task listed, identify:

- Specific staff to be involved, roles, and responsibilities.
- Time commitment for each person in hours per task.
- Schedule illustrating task relationships including anticipated meetings over the duration of the schedule.

6. **Description of Proposal Team's Past Experience** providing similar services, including:

- Names, titles, and addresses of contact persons.
- Description (history and experience) of proposal team member's role in each project.
- Experience with similar type projects in scale and function, rural and urban.
 - Experience working with diverse stakeholders, particularly individuals with disabilities and seniors.
 - Knowledge and experience with transportation and transit challenges and opportunities in southeast Minnesota.
- References – a minimum of three (3) references of similar kind and scope.

7. Budgets and Cost Proposal

- Hourly budget broken down by team member, by firm, and by task.
- Current hourly rates for staff.
- Current overhead rates for all team member firms.
- A schedule of reimbursable direct expenses by firm and expense type.

- Any contingency shall be included in the Project Budget.
- An itemized Cost Proposal for the Project must be included within the Proposal.

8. Suggested Modifications to Base Work Plan

- Suggested modifications to work plan and schedule.
- Description of additional work tasks including description of benefits to the design process.

9. Conflict of Interest

The proposer shall list past or present involvement of all projects and relationships that create or appear to create a conflict of interest. The list should indicate the name of the entity, the relationship, and a discussion of the conflict. City of Chatfield reserves the right to exclude Proposers that have an organizational conflict of interest.

10. Required Certification Forms

The proposer shall submit certification forms included as attachments to this RFP.

- A. Certificate regarding Debarment, Suspension and other Responsibility Matters
- B. Affidavit of Non-Collusion
- C. Affirmative Action Certification
- D. Conflict of Interest Disclosure
- E. Certification of Compliance with Minnesota Worker’s Compensation Law

Scope of Services – General Information

Task 1. Project Management and Work Plan

1.1 Project Administration

The Consultant will manage the project and be responsible to:

- 1.1.1** Develop and maintain the project schedule to complete the project within the contracted timeframe;
- 1.1.2** Compile and provide technical analysis of existing studies and data;
- 1.1.3** Organize, host, facilitate and document all meetings;
- 1.1.4** Provide a communication plan and materials;
- 1.1.5** Provide timely status reports;
- 1.1.6** Provide project data and copies of important correspondence and communications;
- 1.1.7** Prepare and submit monthly invoices with up-to-date status reports.

Task 2 – Develop a Steering Committee

- 2.1. The Consultant, with the assistance of the Southeast Minnesota Together (SE MN Together) Action Team, will develop a Steering Committee with members representative of stakeholder groups including but not limited to, transit users and transit providers, disability service providers and self-advocates, health-care providers, higher education, business leaders, workforce development entities, MnDOT, SE MN Together, and elected officials.
- 2.2. The Consultant will develop a Steering Committee meeting schedule and plan of action.

Task 3 Stakeholder Engagement and Communication

- 3.1 The consultant will design and implement a comprehensive and frequent messaging plan, including the utilization of a wide range of social media tools, to engage stakeholders throughout the eleven-county region.
- 3.2 Throughout the research process, the Consultant will create and implement frequent “feedback” and “interim decision” points that will build to the final goal of a consensus “financial plan” and “resources” for implementation.
- 3.3 The consultant shall develop and implement an outreach and engagement program/plan that communicates across communities, stakeholder groups, transit users and potential transit users. This will include the development of a press strategy involving regular solicitation of public media coverage of key meetings, hearings, and votes as well as periodic interviews with project management, boards, officials and other stakeholders.
- 3.4 The consultant shall develop communication materials consistent with the plan to educate, inform and engage.
- 3.5 The consultant shall document and publicize the economic benefits of a TMO for workers and employers as well as the larger community.

Task 4: Data Gathering, Synthesis and Analysis

- 4.1 The Consultant will coordinate with MnDOT, other agencies, and other entities to gather, compile, synthesize, and analyze the results, findings and data from studies completed in southeast Minnesota since 2015.
- 4.2 The Consultant will gather, compile, synthesize and analyze additional data to determine present and future travel patterns, especially as a result of covid, an aging population, and changes in workforce community patterns.
- 4.3 The Consultant will identify needs, gaps, and trends in consultation with existing service providers both public and private.

Task 5: Study Findings and Recommendations

- 5.1 The Consultant will provide study findings in a final document outlining the feasibility of a TMO and next steps, including a financial plan with resources identified.

Proposal Evaluation

All responses received by the submission deadline will be reviewed by the City of Chatfield and their designated representatives. Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation. The City reserves the right, based on their evaluation of the proposals, to create a short-listing of vendors to interview, or conduct demonstrations/presentations. The City reserves the right to seek best and final offers from one or more responders.

Evaluation Factors

The factors and weighting on which proposals will be judged are:

1. Expressed understanding of project objectives
2. Deliverables and work plan
3. Qualifications/experience of personnel working on the project
4. Cost detail
5. References. References may or may not be contacted.
6. Extent to which services will be performed within the U.S. and Minnesota.

It is anticipated that the evaluation of proposals and selection of firm(s) to interview will be completed by April 5, 2024.

General Requirements

Conflicts of Interest

Responder 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 request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

Proposal Contents

By submission of a proposal, Responder warrants 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 the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Disposition of Responses

All materials submitted in response to this RFP will become property of the City and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the City has completed negotiating the contract with the selected vendor. If the 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 Statute § 13.37, the Responder 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, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, CEDA, SE MN Together, its agents and employees, from any judgments or damages awarded against the City, CEDA and SE MN Together in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the City, CEDA and SE MN Together.

Prices submitted by the Responder will not be considered proprietary or trade secret materials.

Contingency Fees Prohibited

Pursuant to Minnesota Statutes Section 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.

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 the City, CEDA or SE MN Together 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 City, CEDA and SE MN Together which must include a description of the action

which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City 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 City, the City 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 rights of the City, CEDA and SE MN Together.

Insurance Requirements

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the City has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 1. **Workers’ Compensation Insurance:** Except as provided below, Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability. Insurance **minimum** limits are as follows:

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers’ Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers’ Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers’ Compensation, the Contractor must comply with the Workers’ Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:
 - \$2,000,000 – per occurrence
 - \$2,000,000 – annual aggregate
 - \$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability

Products and Completed Operations Liability

Other; if applicable, please list _____

The City of Chatfield, the State of Minnesota, CEDA and SE MN Together shall be named as an Additional Insured, to the extent permitted by law.

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage.

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**
This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this contract;
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the City within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the City. Such notice to be directed to the Project Manager;

- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Contractor shall 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; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

D. The City reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representatives upon written request.

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

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for a grant or cooperative agreement, or potential contractor for a major third party contract) _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) or this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the primary participant (potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation of this certification.

The Primary Participant (potential contractor for a major third party contract), _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

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 _____ solicitation 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 RFP, 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 responses; 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: _____

AFFIRMATIVE ACTION CERTIFICATION

If your proposal to an RFP is or could be in excess of \$100,000.00, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement, and to provide documentation of compliance, if necessary. It is your sole responsibility to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the proposal and to obtain Human Rights certification prior to the execution of the contract. The agency requesting proposals is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your proposal will be rejected unless your business:

Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR)

-or-

Has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the proposals are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

We have a current Certificate of Compliance issued by the MDHR. *Proceed to Box C. Include a copy of your Certification with your proposal*

We do not have a current Certificate of Compliance; However, we submitted an Affirmative Action Plan to the

MDHR for approval, which the Department received on _____ (date). *Proceed to Box C.*

We do not have a Certification of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our proposal will be rejected. *Proceed to Box C.* Contact the MDHR for assistance. (See below for contact information)

Please note: Certificates of Compliance must be issued by the MDHR. Affirmative Action Plans approved by the federal government, a county, or a municipality must still be received, reviewed and approved by the MDHR before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below

We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. *Proceed to BOX C.*

BOX C – For ALL companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail:	The Freeman Building, 625 Roberts Street North St. Paul, Minnesota 55155	TC Metro:	651-296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	651-296-9042	TTY:	651-296-1283
Email:	compliance.mdhr@state.mn.us				

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 the agency requesting proposals, however, the “Disclosure of Potential Conflict of Interest” form must be submitted with your signed contract or along with your proposal/letter of interest.

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 proposal/letter of interest (or separately, as directed by the agency requesting proposals, 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 the agency requesting proposals; 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 proposal, and it will not be provided to selection committee members. The agency requesting proposal 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. The agency requesting proposal personnel may consult with MnDOT’s Office of Transit and Active Transportation compliance 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.

The agency requesting proposals 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: The agency requesting proposals recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. The agency requesting proposals will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not the agency’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 the agency requesting proposals. The agency requesting proposals would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated.

Nevertheless, the agency must follow statutory guidance on organizational conflicts of interest.

Statutory Guidance: Minnesota Statutes §16C.02, subdivision 10(a) places limits on state agencies and their subrecipients of funding 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 agency requesting proposals 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 the agency requesting proposals and now seeks to provide construction administration services for that same project. The agency requesting proposals believes this is necessary because the firm that prepared the plans may be unable to objectively determine plan errors and omissions. This may cause a situation where: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; and (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired.
- The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity’s interests are, or may be, adverse to the state’s or subrecipient’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 project if a local government or other entity has also retained the proposer for the purpose of persuading the agency to stop or alter the project plans.
- This contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to this contract.
- The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this contract, when the value or potential uses of such property may be affected by the proposer’s performance of work pursuant to this contract. “Property affected by the project” includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity’s property may be affected by the proposer’s work pursuant to the contract when such work involves providing recommendations for right-of-way acquisition, access control and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- The proposer has a business arrangement with a current agency 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 agency employees, or their immediate family members. **Comment:** this provision is not intended to supersede any agency policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to “inside” information.
- The proposer has, in previous work for the agency, 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 proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed

some preliminary work from obtaining a final design contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an “unfair advantage” when such information cannot be provided to other potential proposers. Definitions of “government data”, “public data”, “non-public data” and “private data” can be found in Minnesota Statutes Chapter 13.

- The proposer has, in previous work for the agency, helped create the “ground rules” for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the agency.

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 the agency contract personnel.

Name

Phone

ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION)

- (a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of _____ [*Contracting officer identify system or program*]. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of _____ [*Contracting officer identify program*]. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.

- (b) During the term of this contract and for a period of _____ [*Contracting officer insert period of time after contract completion that contractor will not be allowed to supply time*] after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Commerce, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

- (c) For the purposes of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, and entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

- (d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organization Conflict of Interest clause.

 Contracting System Name

 Contractor Agency Name

 Contracting System Representative

 Contractor Representative

 Date

 Date

Certification of Compliance with the Minnesota Worker's Compensation Law

Name: _____ Doing Business As: _____
Print your full name Business name, if different than yours

Address: _____
Mailing Address City State Zip

Telephone Number: _____ Type of business: _____
(Example: bldg construction; trucking)

Worker's Compensation Insurance Company Name:

Print full name of Insurance Company (Not your Agent)

Policy Number: _____
Full number

Dates of Coverage: _____ through _____
Starting date Ending date

-OR-

I certify that I am not required to carry worker's compensation insurance because:

(check one)

_____ I am a sole proprietor or partner and I have no employees.

_____ I have no employees who are covered by the worker's compensation law. (Only employees specifically exempted by statute are not covered by the worker's compensation law. These included: Spouse; Parent; Children, regardless of age; and farm labor employees of a family farm that spent less than \$8,000 for labor in the previous calendar year. All other workers whose work activity is controlled by the employer must be covered.)

I understand that the information provided about will be verified by the Minnesota Department of Labor and Industry, and that I am subject to a \$1,000 penalty if the information provided is false. I certify that the information proved is accurate and complete.

Signed by: _____ Date: _____

This Form must Be Completed and Submitted with Your Proposal

