

Request for Proposals (RFP)
Architectural / Engineering and Construction Administration Services
Northfield Regional Transit Hub

MnDOT Grant Contract # 1049225

PROPOSAL SUBMISSION DEADLINES

Proposals must be received by the City Clerk at the address listed below by 2:00 p.m., July 29, 2022. The envelope should be labeled on the outside **“Proposal for Northfield Regional Transit Hub”**.

City Clerk
Northfield City Hall
801 Washington Street
Northfield, MN, 55057

At that time, proposals will be opened and documented as received, cataloged, for all required submittals, and prepared for review. Proposal reviews will occur between August 1, 2022 and August 12, 2022. The City reserves the right to extend the evaluation period if needed.

A pre-proposal conference and site tour will be held at **10:00 a.m. on July 13, 2022 at the Northfield Depot located at 204 Third Street West, Northfield, MN 55057.** Attendance is strongly recommended.

All questions and requests for clarification of the RFP must be submitted in writing or email by **2:00 p.m. July 20, 2022.** Such correspondence shall **only** be made to the RFP administrator:

Sean Simonson
Engineering Manager
801 Washington Street
Northfield, MN 55057
Email: Sean.simonson@ci.northfield.mn.us

The City intends to review request and provide written response and/or addendum as needed by July 26, 2022.

The RFP documents, forms, and subsequent addendums may be obtained, at no cost at:

<https://www.ci.northfield.mn.us/bids.aspx>

1. Introduction

The City of Northfield has been planning for a new Regional Transit Hub for over 10-years and has been coordination with partners and service providers Hiawathaland Transit and Northfield Lines. The City of Northfield has made significant investments in the area on the surrounding roadway network and improvement to the site to make the transit hub a shovel ready project.

This project consists of a Transit Hub that consists of bathrooms and a pavilion connected to the existing newly renovated Northfield Depot. The Northfield Depot was built in 1888 and will now serve Northfield as a historic landmark and education center. The transit hub project has been allocated \$1,750,000 in General Obligation Bond Funding for the State of Minnesota to assist in the acquisition of real property; prepare the site, including any environmental remediation; and predesign, design, construct, furnish, and equip a regional transit hub, including a pavilion, railroad quiet zone safety improvements, and trail connections for the Northfield Regional Transit Hub.

1.1 Background

The City on Northfield is to provide and excellent quality of life where all can thrive. As part of this, and part the City's Racial Equity Action Plan is to improve transit for the City. This project moves in the direction of a key hub in Northfield to provide service.

The City requests qualified firms to submit proposals for design development services, preparation of plans and specifications for solicitation of Construction Invitation for Bids and project Construction Administrative services.

The City intends to use documents created through the A&E services to:

- Select a Preferred Design Plan
- Obtain the necessary Project approvals
- Provide complete plans and specifications to fully describe the Project and release for public bid.

The RPF response shall include the following services:

- Architecture/Interior Design
- Structural Engineering
- Civil Engineering
- Landscape Architecture
- Mechanical/Electrical/Low Voltage Engineering
- Geotechnical Engineering
- Any additional sub-consultants as deemed necessary by the A&E team.

The City will not accept individual proposals for any of the above-mentioned work items. Proposers must include ALL required work in a consolidated proposal by a single lead firm.

The City will make its selection according to the requirements set forth in section 1.6. The RFP response shall include a technical response including qualifications and work plan. Price is excluded as part of this RFP submittal, and an evaluation factor. Fee submittal and negotiations are conducted with the most qualified firm only. Each proposal shall include an estimate of Firm's / Team's Fee for completing all the work requested herein and included in the Proposal. **The Proposal Fee shall be**

placed in a separate sealed envelope titled “Proposal Fee” and shall be submitted with the Proposal. Proposals which included unsealed proposal fee may be discarded for non-compliance. Any reference or information regarding the proposal cost must no be included in the body of the proposal. The City will open and review the Proposal Fee after the interviews and a preferred contractor has been selected. The City will use the Proposal Fee for the purpose of negotiating a Contract with the selected firm.

1.2 Project Description

This project consists of a Transit Hub that consists of bathrooms and a pavilion connected to the existing newly renovated Northfield Depot. The Northfield Depot was built in 1888 and will now serve Northfield as a historic landmark and education center. The transit hub project has been allocated \$1,750,000 in General Obligation Bond Funding for the State of Minnesota to assist in the acquisition of real property; prepare the site, including any environmental remediation; and predesign, design, construct, furnish, and equip a regional transit hub, including a pavilion, railroad quiet zone safety improvements (only median construction on Second Street), and trail connections for the Northfield Regional Transit Hub. The selected firm must be familiar with the State of Minnesota’s “Predesign Manual for Capital Budget Projects”, and B3 Sustainable Guidelines. The estimated preliminary SB 2030 energy standard for the project/facility is 72 Kbtus/sqft/yr. The selected A&E Team shall confirm these standards as design is finalized.

1.3 Scope of Services

The selected A&E Team’s construction plans and specifications shall meet all relevant requirements of applicable local, State codes, ordinances and regulations including the Americans with Disabilities Act. The A&E Team will be expected to meet with code officials, boards and commissions (see below) as is necessary to satisfy this obligation.

- Northfield Heritage Preservation Committee
 - Project will require a Certificate of Appropriateness
 - <https://www.ci.northfield.mn.us/106/Heritage-Preservation-Commission#:~:text=The%20City%20of%20Northfield%20Heritage,%2C%20visual%2C%20or%20architectural%20history.>
- State Historic Preservation Office (SHPO)
 - Project will require a SHPO review with the State of Minnesota
 - <https://mn.gov/admin/shpo/environmental-review/process/>

1.3.1 30% Preliminary Design

The A&E Team shall prepare documents that confirm the current condition of the site and to accommodate the required project within the budget of the project. The A&E Team shall follow Pre-design/planning (per Minnesota Department of Administrations Predesign Manual) Compliance with B3 Sustainable Building Guidelines and completion of the tracking tool. The 30% preliminary design should include the following:

- Existing conditions plan
- Boundary Survey

- Preliminary Code Summary
- Site Plan
- Landscape Plan
- Architectural Floor Plans of proposed structure
- Visual renderings of the Transit hub and Pavilion showing how it integrates with the Historic Depot. Indicate general materials and finishes.
 - This building is connected to a Historic Depot Building, assume three (3) variations of visual renderings after input is received on the initial renderings.
- Building elevation showing general materials and finishes.
- Final Geotechnical Engineering Report that includes specific recommendations for foundations, and any corrective action deemed necessary as a result of the Schematic Design Phase.

1.3.2 60% Preliminary Design

The A&E team will complete all work necessary to achieve a 60% Design Development Package and Report of the project.

Work includes plan sheets for civil and landscape, architectural, structural, mechanical and electrical engineering disciplines and outline technical specifications. Contained within the report should be a description of all interior and exterior architectural materials and finishes, structural systems, and materials, electrical and mechanical systems (interior and exterior) pavement materials and sub-surface materials and equipment, landscape, site materials, traffic and traffic control devices. A description of construction phasing and phasing plans must be included. 60% Design Development drawings include but are not limited to the following:

- Title Sheet
- Quantity Sheet
- Code Plan
- Site Plan Certification
- Phasing Plan
- Site Plan
- Grading and Erosion Control Plan (SWPPP)
- Utility Plans
- Second Street Quiet Zone Plan (medians and potential curb line modifications)
- Civil Details Plan
- Landscape Plan
- Architectural Floor Plans
- Architectural Roof Plans
- Exterior Elevations
- Interior Elevations
- Building Sections
- Wall Types and Section
- Detail & Schedule Sheets
- Structural Notes
- Foundation Plans
- Structural Plans
- Structural Sections

- Structural Details
- MEP Schematics
- Mechanical Plans
- Electrical Plans
- Lighting Plans
- Power and Alarm Plans
- Electrical Riser/Panel Boards Plan
- Electrical Schedules
- Electrical Details

1.3.3 100% Plans and Specifications

Project documents will require final approval by the City. City staff will provide formal responses for each reviewed version. The A&E team will coordinate all reviews, comments, and approvals.

The A&E Team should budget for the minimum of two (2) progress set review meetings with City Staff during this phase of the work.

1.3.4 Bid Phase

Bid Phase Activities

- Respond to questions from bidders as required
- Prepare for and facilitate pre-bid meeting
- Prepare addenda to include responses to questions raised by plan holders and to incorporate revisions, changes, additions or deletions identified to the City. A/E Team will also provide a PDF of all documents.
- Upon completion of Bid Phase, A/E Team shall prepare a conformed set of construction documents that include all addenda issued during the Bid Phase. Original setoff documents shall be labeled "For Permit & Construction" and delivered to City. A/E Team will also provide a PDF of all documents.
- Include bid opening information, attend bid opening, read bids and help with publications. After receipt of bid, create a comprehensive review of apparent low bidder. Compile a letter of recommendation to be delivered to City representative of the contractor selectee.

1.3.5 Construction Phase

Construction Phase Activities

- Prepare for and attend pre-construction meetings.
- Prepare for and attend regularly scheduled construction progress meetings and conduct unscheduled site visits as requested (minimum-10)
- Respond to RFI's. Maintain a file of RFI's and responses
- Review Contractor's submittal and provide comments or approval of submittal and drawings.
- Prepare Change Orders, Construction Change Directives, proposal request and monthly Payment Applications for the City's approval and execution.
- Attend the walkthroughs where the punch list would be created with items that the contractor would need to correct, as well as making sure City receives a Certificate of Occupancy per deadline.

- Perform Substantial Completion and Closeout activities at project completion.
- Prepare final record drawings incorporating Contractor's as-built set, documenting alternations in the work that have occurred during construction. Provide CAD filed PDF and one full-size paper copy of record drawings.

Additional Information

- The design services and construction administration contract period is expected to be not more than eighteen to twenty-four (18-24) months.
- The design services (Tasks 1-3) are expected to be completed in ten (10) months.
- Monthly progress reports are required to show:
 - Project activities and deliverables
 - Action Items/outstanding items
 - Project schedule
 - Project cost
 - Project quality

As stated above: During the design process, the A&E Consultant will be expected to meet with City. At a minimum, these meetings will include:

- Three (3) meetings to share visual renderings to get Public feedback.
- One (1) meeting to review 30% Schematic Design drawings
- One (1) meeting to review 60% Design Development drawings
- One (1) meeting for progress set reviews during 100% Construction Documents and Specifications
- One (1) Pre-bid meeting during Bid Phase
- Pre-Construction meetings
- Regularly scheduled construction progress meetings and conduct unscheduled site visits as requested (minimum of 10)

1.4 Project Timeline

Transit Hub, Pavilion, railroad quiet zone safety improvement and trail connections:

- May 2022 Completed Agreement with State
- July 2022 Request for Architecture/Engineering Service
- August 2022 Contract with Architect/Engineer
- February 2023 30% preliminary design schematic and layout
- March 2023 SB 2030 Energy Compliance early model of schematic building design
- March 2023 60% design schematic and layout
- April 2023 90% design schematic and layout
- May 2023 Final design and contract/specification
- June 2023 Advertise project for bid
- June 2023 Open Bids
- July 2023 Award Project
- July 2023 – July 2024 Construct Project
- August 2024 Project Closeout

1.5 Instructions to Proposers

1.5.1 General

Proposers shall acquaint themselves with, and shall comply with all applicable state, and local statutes, rules, and ordinances. The successful proposer shall be required to enter into a contract with the City. The contract shall consist of the RFP, Proposal and Attachments, and the Contract Form. Submission of proposal shall constitute binding, irrevocable offer for a period of 90 days after the date the proposals are due.

Any questions that the Proposer may have in regard to the interpretation and/or clarification of the RFP shall be submitted in writing (via-email) to Sean Simonson, Engineering Manager sean.simonson@ci.northfield.mn.us no later than July 20, 2022.

All Proposers will have access to all questions and answers submitted in writing via the above listed website. Responses will be furnished on or before July 26, 2022. All prospective responders will be responsible for checking the webpage for any addendums to the RFP and any questions that have been answered. Please note that questions will be posted verbatim as submitted.

Each proposal shall be submitted in the requested format and provide for all pertinent information outlined below. Proposers understand that any and all parts of the submitted proposal may become part of any subsequent contract between the City and the selected proposer. Any costs incurred by proposer in responding to this RFP shall be the proposer's sole expense and will not be reimbursed by the City.

1.5.2 Proposal Requirements

Items listed in this section must accompany your proposal. If any required item is omitted, the proposal may be rejected and returned without further consideration.

1. Proposal:
 - Cover Page
 - Cover Letter
 - Table of Contents
 - Statement of Qualifications and Relevant Firm Experience (must provide dates of relevant projects, with size, costs and locations)
 - Project Specific Qualifications
 - Detailed Work Plan addressing each of the tasks in the Scope of Work (work plan must outline each position proposed under the tasks, with their proposed hours)
2. Required Forms (Exhibits D-H):
 - Exhibit D – Debarment and Suspension
 - Exhibit E – Buy American
 - Exhibit F – Responsible Contractor Verification and Certification of Compliance
 - Exhibit G – Organizational Conflict of Interest
 - Exhibit H – Non-Collusion Affidavit

1.5.3 Proposal Narrative and Content

Proposers shall in their narrative discuss their experience as well as their view of what the scope of work should be. The proposal must conform to the following outline and contain all requested information in the same sequential order as outlined in this section of this RFP to be considered for further evaluation.

Proposer Information: Provide the Proposer's full company name and address, indicate main contact people with title and phone number (both fax, voice and email), Federal ID number, DUN's number, and Minnesota Tax ID number (if applicable). Proposer should also include the addresses for any branch offices. Proposer will do the same for all major subcontractors. Failure to do so will be considered non-responsive.

Project Approach: The Proposer will detail, in their own words, the project objectives, goals, and tasks to show and demonstrate the Proposer's view of the nature of the project.

Detailed Work Plan: The proposer shall submit a detailed work plan that will identify the major tasks to be accomplished and be used as a scheduling and management tool, as well as the basis for invoicing. The Proposer will give a detailed work plan to explain how the firm would produce the requested work outlined in "Section 1.3 – Scope of Services" and what additional or different tasks they would propose to accomplish the objectives of this project. The work plan must present the Proposer's approach, task breakdown, deliverable due dates and personnel working on the project and the hours assigned to each individual to reach the project results. Proposers are encouraged to propose additional tasks or activities or modify the tasks identified in the RFP if you believe the changes will substantially improve the results of the project. In addition:

- The proposer will identify and describe all deliverables to be provided for the project.
- The proposer will identify and describe the level of the City's participation in the project as well as any other services to be provided by the City.

Basic Experience and Personnel Resources: In an effort to obtain a better understanding of the proposing company's basic experience and personnel resources, all proposals shall provide an overall company inventory with the following provided:

- The location of the company's offices and point of contact within each office.
- The number of personnel by discipline (e.g., architects, civil engineers, geologists, surveyors, soils engineers, etc.).
- Summary of professional services fees received for similar projects for the last three (3) years.
- Profile of firm's project experience for the last five (5) years.
- Summary of annual average professional services revenues for the last three (3) years showing totals for Federal and Non-Federal work.
- References from three (3) professional businesses that agency does business with on a regular basis.

Project Specification Qualifications: The proposer shall submit the following Project Specific Qualifications within their proposal:

- A minimum of four (4) references from similar projects completed in the last five (5) years.
- List of Lead Consultant's qualified personnel that will be responsible for completing the work, including each persons' time commitment for the project, and their roles in the project.

- All proposed sub-consultant firms and responsible staff members. Include a list of similar projects that the Lead and Sub-Contractors have worked on together.
- An organizational chart of the proposed team, showing the names and roles of all key personnel and the firm they are associated with.
- Resumes of all key personnel being proposed for the project.
- Teams availability to complete project and stay on schedule.

Project Staff: The Proposer will provide an organizational chart for the project staff identifying the project manager, key personnel and/or Sub Contractors. Each lead professional project team member, including subcontractor, should have a brief resume highlighting their training and most recent experiences within the last five (5) years, as it relates to similar transit facility projects. No changes in key/lead personnel assigned to the project will be permitted without the written approval of the City Project Manager.

Proposed Projected Timeline: The Proposer shall prepare a timeline for this work based on the Award Date, specified in Section 1.4 of this RFP: A&E Services and Construction Administration Tentative Schedule and the proposed Scope of Work.

Included within this timeline must be the meetings listed under Section 1.3 and the following Milestones:

Design Phase Begin

Task 1: 30% Preliminary Design Completion

Task 2: 60%-90% Design Development Completion

Task 3: 100% Construction Documents Completion

1.5.4 Format

1. Provide one unbound original and five (5) copies of your proposal. For ease of review, proposals should contain a Table of Contents and should have consecutively numbered pages, with Exhibits following. To facilitate proposal opening, the original only must be sealed in a separate envelope or box. The name of the Proposer, the Proposer's address and the RFP number must be clearly marked on the outside. The remaining copies may be wrapped or boxed together. **The proposer shall include their cost proposal in a separate sealed envelope.**
2. Proposers must also submit one (1) electronic copy as a PDF document on a disc or flash drive.
3. Proposals should be limited to a maximum of 25 sheets (50 pages, assuming two-sided) not including Cover Letter, Table of Contents, Required Exhibits, or Dividers.

All proposals must be clearly marked "**Proposal for Northfield Regional Transit Hub**" as well as include the name and address of the Proposer. The Cost Proposal shall be labeled "**Cost Proposal for Northfield Regional Transit Hub**".

1.5.5 Deadline

Proposals must be received and date and time stamped by the City Clerk at the address listed below by 2:00 p.m., July 29, 2022. The envelope should be labeled on the outside "**Proposal for Northfield Regional Transit Hub**".

City Clerk
801 Washington Street
Northfield, MN 55057

Proposals received after the specified time and date may not be considered at the City's discretion.

If proposals are sent by U.S. Mail or other delivery service, it is solely the responsibility of the Proposer to ensure that the proposal package is properly addressed and physically delivered on time.

The submission of a proposal shall constitute an acknowledgement upon which the City may rely that the Proposer has thoroughly examined and is familiar with RFP, the attachments, any addendums, and work sites as applicable, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the services to be provided. The failure or neglect of a Proposer to do so shall in no way relieve the Proposer from any obligations with respect to the proposal or contract issued as a result of this RFP. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any aspect of the RFP, attachments, agendas, work sites, statutes, regulations, ordinances or resolutions.

1.5.6 Expenses

The City is not liable for any cost incurred by Proposers in replying to this RFP.

1.5.7 Disposition of Responses

All material submitted in response to this RFP will become property of the City and will become public record after an evaluation process is completed and an award decision 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 materials it believes to be trade secret and indemnify and hold harmless the City of Northfield, its agents and employees, from any judgments or damages awarded against the City in Favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City award of contract. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to RFP's for a minimum of two (2) years. Responses to this RFP will not be open for public review until the City decides to pursue a contract and that contract is awarded.

The determination of whether or not materials constitute trade secrets pursuant to MN.Stat.13.37 shall be subject to the discretion of the City.

1.5.8 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 the City may be withdrawn by the Proposer

only if a written withdrawal request is received by the RFP Administrator in person, by mail, or by email prior to the time proposals are due. Proposals which are timely withdrawn, shall be returned to Proposer unopened.

A Proposer may submit a modified proposal prior to the time proposals are due. A modified proposal must be received by the RFP Administrator prior to the time proposals are due. If a modified proposal is timely submitted, the City shall deem a previous proposal submitted by the Proposer to have been withdrawn and the previous proposal shall be returned to the Proposer unopened.

1.6 Firm Selection and Award Process

1.6.1 Evaluation Panel

Proposals will be evaluated by an A&E Selection Committee. The A&E Selection Committee will include members of the City staff and other entities.

1.6.2 Short List of Proposers

The City will determine a *short list* of qualified firms with whom oral discussions and presentations may take place. The short list will contain a number appropriate for adequate competition and consist of those firms that have a reasonable chance of getting award.

1.6.3 Short List of Evaluation Criteria

Firms will be evaluated with respect to their qualifications 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 are then compared and the firms with the most “excellent” ratings are short listed.

The following short list evaluation criteria will be used 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 (10 or more projects within the past 5 years).
- Similar project experience (2 or more within the past 5 years).
- High reference ratings.

Project Specific:

- Project teams covers all required services.
- Time allotted for project by project team is attainable. Organizational chart clearly outlines firms’ commitment to project.
- Resumes are complete for all key personnel - personnel are well qualified for project.

- Project experience is highlighted for each of the team firms – experience is relevant to current project.
- Each team firm members are available to complete project. Clearly identifies availability of each of the teams' firms.

1.6.4 Evaluation and Selection of Most Qualified Firm

The short listed proposers will be further evaluated to determine the most qualified firm. The evaluation of the short listed proposals will be based on qualifications, demonstrated competence, and technical responses to the RFP. Price is excluded as an evaluation factor, and negotiations are conducted with the most qualified firm only. The short listed proposers will have the following evaluation criteria applied to their proposals:

Quality of Proposal/Technical Criteria. Total Points Possible: 40 points

- Completeness in addressing the requirements of the RFP and Scope of Work.
- Work plan and schedule. Project schedule shows specific tasks, milestones, and deliverables by the A&E firm and sub-consultants.
- Demonstrated understanding of the work required for this project. Recognition of overall concept and objectives.
- Method of Approach, challenges, and strategies that will be employed to complete on time
- Responsiveness to requirements, terms and conditions.
- Organizational chart and staffing detail provides for quality, detail, logic and proposed level of effort.
- Identification of proposed team members that have worked together before on comparable projects.
- Sufficiency of management mechanisms/techniques to facilitate the management services.
- Impact of firms and sub-consultants' workload and their ability to undertake the project.

Experience of Proposer. Total Points Possible: 30 points

- Identification of which of their proposed team members have worked on comparable projects.
- Identification of how their proposed team has worked together on previous and similar projects.
- Experience in the planning, programming, design and construction management of facilities similar in size and scope, a Clarity and logic of the proposed organizational structure.
- Experience of the proposed project team members including education, experience, and working as a team.
- Experience and qualifications of key personnel and sub-consultants with similar type projects.
- Experience in complying with the Americans with Disability Act requirements.

Qualifications of Proposer/Key Personnel. Total Points Possible: 30 points

- Professional competence in areas directly related to this RFP.
- Successful completion of similar facility projects.
- Qualifications and experience of key personnel, including education, past experience.

1.7 Awarding Contract

1.7.1 Cost Proposal Form

At the conclusion of the short listed firm's evaluation, the A&E Selection Committee members will perform a final scoring and ranking of the short-listed firms. These final scores will then be discussed, and the most qualified firm will be selected. Once an agreement is reached on the highest qualified firm, then the sealed cost proposal will be opened for negotiation of a contract. For purposes of completing the cost proposal, the City will not make regular payments based upon the passage of time; it only pays for services performed or work delivered after it is accomplished. Terms of the proposals as stated must be valid for the length of the project. Within the cost proposal, include a breakdown of labor, overhead, profit and expense, showing how the rate was derived. **(Overhead shall not exceed 160%.)** The responder must include a total project cost along with the following:

- A breakdown of the hours by task for each employee.
- Identification of anticipated direct expenses.
- Identification of any assumption made while developing this cost proposal.
- Identification of any cost information related to additional services or tasks, include this in the cost proposal but identify it as additional costs and not make it part of the total project cost.

The responder must have the cost proposal signed in ink by authorized member of the firm. Any additional tasks or activities identified in the proposal shall be provided in the cost proposal and must be clearly separated from the required items. 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 considered to be fair and reasonable.

1.7.2 Determination of Award

The A&E Selection Committee will make a determination as to the most qualified firm and agreement on price. This determination will be based on the results of its evaluation and selection process as provided in Section 1.6 Firm Selection and Award Process. The City shall make awards only to responsible A&E Firm possessing the ability to perform successfully under the terms and conditions of the RFP and its attachments. Consideration shall be given to such matters as A&E 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 on the basis of the A&E Firm's cost experience in performing the contract will be used. This contract will provide for payments for completed items of work and requires contractor to submit invoices qualifying their expenses throughout the contract term.

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

The City shall accept undisputed audits of other Federal or State government agencies for purposes of establishing indirect cost rates that are used for pricing, negotiation, reporting and contract payments.

RESERVATION OF RIGHTS:

The City reserves the right, for any reason to accept or reject any one or more proposal submitted.

1.8 Protest Procedure

1.8.1 General

Any protest by an interested party regarding this solicitation shall be made in writing to the City to the attention of the City designated representative for the project. The protest shall then be forwarded to the City Attorney who shall review and make a determination as to the validity and remedy of the protest.

1. A pre-bid or solicitation phase protest must be submitted five (5) working days prior to bid opening or proposal due date.
2. A pre-award protest against making an award must be submitted after receipt of proposals or bids but five (5) working days before award of the contract.
3. A protest after award must be submitted within five (5) working days from the date of award. The contractor 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 the City interest, City shall inform the contractor that City will not be responsible if the award is set aside and that the contractor 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. The City shall respond within ten (10) working days of the protest. The City shall make a determination as to the validity and corrective action if any is needed. Appeals can be made to the City Council after the City Attorney's response. Such appeals shall be made within five (5) working days of notice of the City Attorney'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.

1.9 General Contract Conditions

The following descriptions are included below to highlight significant conditions the A&E Firm should be aware of.

1.9.1 Duration

The Contract shall be in effect for approximately 24 months from the date of contract execution through project completion.

1.9.2 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.

1.9.3 Non-Discrimination

Per Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332 “Equal Employment Opportunity”, amend Oct. 1967, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

Per Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332 “Age Discrimination Act” prohibits discrimination by participants in federally assisted programs against individuals on the basis of age.

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.

1.9.4 A&E Contract Provisions

A&E Role in Construction Change Orders, Claims and Litigation:

The A&E Firm will provide assistance to the City in the evaluation of changes to the construction contract, whether the changes originate with the City or with the construction contractor, they must be evaluated, before they are adopted, as to their total system impact on the project. The A&E will also prepare a cost estimate of the changed work that the City can use to evaluate the construction contractor’s price proposal for the change, and the A&E took to review and approve the construction contractor’s documentation, the A&E’s efforts will not be reimbursable under the terms of the A&E’s contract with the City. For issues that go to litigation, the A&E will be required to defend its designs and specifications without additional charge to the City’s actions, however, if they are not due to the A&E’s work products or actions, then the A&E can expect to be reimbursed by the City for its efforts in defending the claim and assisting the City in litigation.

Design within Funding Limitations:

The A&E Firm shall accomplish the design services required under this contract so as 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 the following paragraphs below. When bids or proposals for the construction contract are received that exceed the estimated price, the City shall analyze the reasons for the excessive prices and, if appropriate, the A&E Firm shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the A&E Firm shall not be required to perform such additional services at no cost to the City the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

The A&E Firm will promptly advise the City 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 the City will review the A&E Firm’s revised estimate of construction cost. The City 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 estimate construction cost to an amount within the estimated construction contract price set forth in the paragraph below.

The estimated construction contract price for the project described in this contract is \$1,750,000.000.

Design Errors or Deficiencies:

If the A&E Firm's design, drawings or specifications contain errors or deficiencies, the A&E Firm should be required to correct them at no increase in price to the City. When errors are discovered during construction, A&E's are generally 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, etc.

1.9.5 Independent Contractor

It is expressly understood that the A&E Firm is an independent contractor for purposes of this contract and all persons employed by A&E Firm in the performance of any work or services required or provided in this contract shall not be considered employees of the City 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 the City.

1.9.6 Insurance Requirements

Insurance Certificates and Continuity of Coverage Required. The successful responder must provide a certificate of insurance showing that they have each type of insurance coverage and limits 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:

The City will require the third party contractor to provide workers' compensation insurance in accordance with the statutory requirements of the state of Minnesota, including Coverage B, Employer's Liability, at limits not less than:

\$500,000.00 bodily injury by disease per employee;

\$500,000.00 bodily injury by disease aggregate; and \$500,000.00 bodily injury by accident.

Evidence of third party contractor's Insurance must be filed with the City.

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 the City 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, and \$4,000,000.00 per annual aggregate.

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 the City or by a subcontractor or by anyone directly or indirectly employed under the contract

Minimum Insurance amounts are \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage 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.

Excess Insurance:

An Umbrella or Excess Liability Insurance Policy may be used to supplement contractor'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 BEST¹ rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

Right to Terminate:

The City will reserve 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 the City and copies of policies must be submitted to the City upon written request.

1.9.7 Indemnity

A&E Firm shall indemnify, hold harmless and defend the City, 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 A&E Firm, its agents or employees, in furnishing services or performing work pursuant to this contract outside of those claims covered under the City's general liability insurance.

Notwithstanding Section 1.6.1 and in consideration of the fact that the City does not hire, train or supervise A&E Firm's employees performing the services required by this Contract, A&E 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 the City's general liability insurance, contractor shall indemnify, hold harmless and defend the City's, 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 A&E Firm or its agents or employees in furnishing services of performing work pursuant to this Contract.

1.9.8 Disposition of Responses

All materials submitted in response to this RP will become property of the City.

The City will not consider the prices submitted by the most qualified responder to be proprietary or trade secret material.

1.9.9 Termination

If the Contractor 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 the City or its designated representative, then the City may, at its opinion, terminate the Contract without further obligation on the part of the City or its designated representative believes any action or non-action of the A&E Firm represents an immediate threat to public safety, the City may suspend service for so long a period as they see necessary.

1.9.10 Assignment

This Contract or any part thereof may not be assigned by the A&E Firm without prior written consent of the City.

1.9.11 Regulatory Assurances

The Proposer by submission of his/her proposal assures the City 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 the City within timelines agreed upon by both parties.

1.9.12 Audits and Indirect Costs

The City and any third party contractor 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 substantially 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 the City and any third party contractor relative to the Contract are subject to examination by the MN DOT 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*.

The City and sub-contractors 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 the City, after which STATE may proceed to final closeout of their contract. All required records must be maintained for at least six (6) years from the date of final payment or the expiration date of the contract, whichever occurs first.

1.10 Attachments: (number and identify)

EXHIBIT A: Northfield Regional Transit Hub Site Plan

EXHIBIT B: Cost Estimate

EXHIBIT C: Statement of Compliance

EXHIBIT C1: State Prevailing Wage – Rice County

EXHIBIT D: Debarment and Suspension Certification

EXHIBIT E: Responsible Contractor Verification and Certification of Compliance

EXHIBIT F: Organizational Conflict of Interest

EXHIBIT G: Non-Collusion Affidavit

EXISTING DEPOT

PROPOSED TRANSIT HUB AND SHELTERED PAVILION



2ND ST W

RAILROAD QUIET ZONE MEDIANS
-LANDSCAPE PLANTINGS
-OVERSTORY TREES

PROPOSED TRANSIT HUB AND SHELTERED PAVILION

EXISTING DEPOT

LINDEN ST

EXISTING DRIVE

3RD ST W

RAILROAD TRACKS

HWY 3 S

0 50 100 Feet



**Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT**

| Source of Funds | | Use of Funds | |
|----------------------------------|---------------|---|---------------|
| <u>Identify Source of Funds</u> | <u>Amount</u> | <u>Identify Items</u> | <u>Amount</u> |
| State G.O. Funds | | Ownership Acquisition and Other Items Paid for with G.O. Grant Funds | |
| G.O. Grant | \$ 1,750,000 | Purchase of Ownership Interest | \$ _____ |
| Other State Funds | | Other Items of a Capital Nature | |
| _____ | \$ _____ | Design _____ | |
| _____ | \$ _____ | Construction _____ | \$1,576,500 |
| _____ | \$ _____ | _____ | \$ _____ |
| Subtotal | \$ 1,750,000 | Subtotal | \$1,750,000 |
| Matching Funds | | Items Paid for with Non- G.O. Grant Funds | |
| _____ | \$ _____ | _____ | \$ _____ |
| _____ | \$ _____ | _____ | \$ _____ |
| Subtotal | \$ _____ | Subtotal | \$ _____ |
| Other Public Entity Funds | | | |
| _____ | \$ _____ | | |
| _____ | \$ _____ | | |
| Subtotal | | | |
| Loans | | | |
| _____ | \$ _____ | | |
| _____ | \$ _____ | | |
| Subtotal | \$ _____ | | |
| Other Funds | | | |
| _____ | \$ _____ | | |
| _____ | \$ _____ | | |
| Subtotal | \$ _____ | | |
| Prepaid Project Expenses | | | |
| _____ | \$ _____ | | |
| _____ | \$ _____ | | |
| Subtotal | \$ _____ | | |
| TOTAL FUNDS | \$1,750,000 | TOTAL PROJECT COSTS | \$1,750,000 |

MINNESOTA DEPARTMENT OF TRANSPORTATION
PRIME CONTRACTOR – SUBCONTRACTOR’S
STATEMENT OF COMPLIANCE
FEDERAL COPELAND ACT / DAVIS BACON ACT
MINNESOTA PREVAILING WAGE STATUTES

Table with 4 rows and 3 columns: REPORT NUMBER, STATE PROJECT NUMBERS (S), DATE, PRIME CONTRACTOR/SUBCONTRACTOR, PHONE NUMBER, CONTRACT NUMBER, ADDRESS, FEDERAL PROJECT NUMBER, TYPE OF WORK

(Complete as described on proposal)

STATEMENT WITH RESPECT TO COMPLIANCE AND WAGES PAID

I, _____, _____ do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____ on said Contract; that during the payroll period commencing on the _____ day of _____ of the year _____, and ending the _____ day of _____ of the year _____, there were _____ workers performing covered work on said Contract. That all persons performing work under said Contract are listed on the payroll and have been paid the full prevailing wages for all hours worked under said Contract, that no rebates and/or deductions have or will be made either directly or indirectly to or on behalf of _____ (Prime Contractor or Subcontractor) from the full wages by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the U.S. Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145) and/or permissible deductions as defined in Minnesota Statutes 177.24, Subdivision 4, 181.06, and 181.79, issued by the Minnesota Commissioner of Labor and Industry and described below.

DESCRIBE LEGAL DEDUCTIONS

Blank lines for describing legal deductions.

(2) That the payroll submitted under said Contract is complete and accurate; that the wage rate(s) of the laborer(s), mechanic(s), and worker(s) performing work under said Contract is (are) paid according to the wage determination(s) and labor provisions incorporated in said Contract and according to applicable laws; that wages paid to laborer(s), mechanic(s), and worker(s) performing work under said Contract is at least the prevailing wage rate for the most similar classification of labor performed as defined under applicable law; and that the laborer(s), mechanic(s), and worker(s) performing work under said Contract is (are) paid for all hours in excess of the prevailing hours of labor at a rate of at least one and one-half times the applicable base rate of pay.

(3) That any apprentices employed during said payroll period are duly registered in a bona fide apprenticeship program registered with the Minnesota Department of Labor and Industry, or are registered with the Bureau of Apprenticeship and Training; United States Department of Labor.

(4) That: (Check one box only)

(a) WHERE FRINGE BENEFITS ARE PAID TO ANY APPROVED PLANS, FUNDS, OR PROGRAMS

[] In addition to the basic hourly wage rates paid to each laborer, worker, or mechanic listed on said payroll, payments to current, bona fide fringe benefit programs as set forth in paragraph 4(d), have been or will be made to the program’s administrators, per state and federal regulations and plan requirements, as set forth in paragraph 4(e) for the benefit of said workers, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH TO ALL WORKERS

[] Each laborer, worker, or mechanic listed on said payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic rate plus the fringe rate as listed in the appropriate wage determination incorporated into said Contract.

NOTE---FRINGE BENEFITS SECTION C, D, E, AND SIGNATURE BLOCK IS ON PAGE 2.

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

County Number: 66

County Name: RICE

Effective: 2021-12-27 Revised: 2022-01-31

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.

Violations should be reported to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

County: RICE (66)

Table with 5 columns: LABOR CODE AND CLASS, EFFECT DATE, BASIC RATE, FRINGE RATE, TOTAL RATE. Rows include labor classes like LABORER, COMMON (GENERAL LABOR WORK), LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN), LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR), FLAG PERSON, WATCH PERSON, and BLASTER.

| LABOR CODE AND CLASS | | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|--------------------------------------|--|-------------|------------|-------------|------------|
| 107 | PIPELAYER (WATER, SEWER AND GAS) | 2021-12-27 | 34.01 | 21.84 | 55.85 |
| | | 2022-05-01 | 35.51 | 22.39 | 57.90 |
| 108* | TUNNEL MINER | 2021-12-27 | 32.01 | 21.84 | 53.85 |
| 109 | UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL) | 2021-12-27 | 32.01 | 21.84 | 53.85 |
| | | 2022-05-01 | 33.51 | 22.39 | 55.90 |
| 110* | SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15. | 2021-12-27 | 27.85 | 21.17 | 49.02 |
| 111* | TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE) | 2021-12-27 | 23.95 | 18.77 | 42.72 |
| SPECIAL EQUIPMENT (201 - 204) | | | | | |
| 201* | ARTICULATED HAULER | 2021-12-27 | 41.73 | 22.85 | 64.58 |
| 202* | BOOM TRUCK | 2021-12-27 | 41.73 | 22.85 | 64.58 |
| 203 | LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS | 2021-12-27 | 25.75 | 18.70 | 44.45 |
| | | 2022-05-01 | 26.89 | 19.31 | 46.20 |

| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|---|-------------|------------|-------------|------------|
| 204* | | | | |
| | | | | |
| 205 | 2021-12-27 | 27.26 | 16.59 | 43.85 |
| | | | | |
| HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR | | | | |
| | | | | |
| GROUP 2 * | 2021-12-27 | 39.74 | 21.55 | 61.29 |
| 306 | | | | |
| 308 | | | | |
| | | | | |
| GROUP 3 * | 2021-12-27 | 37.73 | 22.55 | 60.28 |
| | 2022-05-02 | 38.98 | 23.45 | 62.43 |
| 309 | | | | |
| 310 | | | | |
| 312 | | | | |
| 314 | | | | |
| 316 | | | | |
| 320 | | | | |
| 322 | | | | |
| | | | | |
| GROUP 4 * | 2021-12-27 | 37.43 | 22.55 | 59.98 |
| | 2022-05-02 | 38.68 | 23.45 | 62.13 |
| 323 | | | | |
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| 334 | | | | |

| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|-------------|------------|-------------|---|
| 335 | | | | |
| | | | | CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT |
| 336 | | | | CURB MACHINE |
| 337 | | | | DIRECTIONAL BORING MACHINE |
| 338 | | | | DOPE MACHINE (PIPELINE) |
| 340 | | | | DUAL TRACTOR |
| 341 | | | | ELEVATING GRADER |
| 345 | | | | GPS REMOTE OPERATING OF EQUIPMENT |
| 347 | | | | HYDRAULIC TREE PLANTER |
| 348 | | | | LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE) |
| 349 | | | | LOCOMOTIVE (HIGHWAY AND HEAVY ONLY) |
| 350 | | | | MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE |
| 352 | | | | PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE |
| 354 | | | | PIPELINE WRAPPING, CLEANING OR BENDING MACHINE |
| 356 | | | | POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES |
| 357 | | | | PUGMILL |
| 359 | | | | RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY) |
| 360 | | | | SCRAPER |
| 361 | | | | SELF-PROPELLED SOIL STABILIZER |
| 362 | | | | SLIP FORM (POWER DRIVEN) (PAVING) |
| 363 | | | | TIE TAMPER AND BALLAST MACHINE |
| 365 | | | | TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY) |
| 367 | | | | TUB GRINDER, MORBARK, OR SIMILAR TYPE |
| GROUP 5 * | 2021-12-27 | 35.85 | 21.55 | 57.40 |
| 370 | | | | BITUMINOUS ROLLER (UNDER EIGHT TONS) |
| 371 | | | | CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED) |
| 372 | | | | FORM TRENCH DIGGER (POWER) |
| 375 | | | | HYDRAULIC LOG SPLITTER |
| 376 | | | | LOADER (BARBER GREENE OR SIMILAR TYPE) |
| 377 | | | | POST HOLE DRIVING MACHINE/POST HOLE AUGER |
| 379 | | | | POWER ACTUATED JACK |
| 381 | | | | SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR) |
| 382 | | | | SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER |
| 383 | | | | SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER |
| 384 | | | | STUMP CHIPPER AND TREE CHIPPER |
| 385 | | | | TREE FARMER (MACHINE) |
| GROUP 6 * | 2021-12-27 | 33.99 | 22.55 | 56.54 |

| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|---|------------|-------------|------------|
| | 2022-05-02 | 35.24 | 23.45 | 58.69 |
| 387 | CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER | | | |
| 389 | DREDGE DECK HAND | | | |
| 391 | GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING) | | | |
| 393 | LEVER PERSON | | | |
| 395 | POWER SWEEPER | | | |
| 396 | SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS | | | |
| 397 | TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING | | | |

COMMERCIAL POWER EQUIPMENT OPERATOR

| GROUP 1 | 2021-12-27 | 45.24 | 22.85 | 68.09 |
|---------|--|-------|-------|-------|
| 501 | HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY) | | | |
| 502 | TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY) | | | |
| 503 | TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY) | | | |

| GROUP 2 * | 2021-12-27 | 44.90 | 22.85 | 67.75 |
|-----------|---|-------|-------|-------|
| 504 | CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY) | | | |
| 505 | PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY) | | | |
| 506 | TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY) | | | |
| 507 | TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY) | | | |

| GROUP 3 | 2021-12-27 | 43.49 | 22.85 | 66.34 |
|---------|---|-------|-------|-------|
| 508 | ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY) | | | |
| 509 | CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY) | | | |
| 510 | DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY) | | | |
| 511 | STATIONARY TOWER CRANE UP TO 200 FEET | | | |
| 512 | SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY) | | | |
| 513 | TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY) | | | |
| 514 | TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY) | | | |

| GROUP 4 * | 2021-12-27 | 43.15 | 22.85 | 66.00 |
|-----------|--|-------|-------|-------|
| 515 | CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY) | | | |
| 516 | FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY) | | | |
| 517 | HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY) | | | |
| 518 | LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY) | | | |
| 519 | OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY) | | | |

| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|-------------|------------|-------------|------------|
| 520 | | | | |
| | | | | |
| GROUP 5 | 2021-12-27 | 41.73 | 22.85 | 64.58 |
| 521 | | | | |
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| GROUP 6 * | 2021-12-27 | 40.22 | 22.85 | 63.07 |
| 535 | | | | |
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| GROUP 7 | 2021-12-27 | 39.10 | 22.85 | 61.95 |
| 541 | | | | |
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| 546 | | | | |
| 547 | | | | |
| GROUP 8 * | 2021-12-27 | 37.09 | 22.85 | 59.94 |

| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|-----------------------|-------------|------------|-------------|------------|
| 548 | | | | |
| | | | | |
| 549 | | | | |
| 550 | | | | |
| TRUCK DRIVERS | | | | |
| GROUP 1 * | 2021-12-27 | 39.19 | 21.34 | 60.53 |
| 601 | | | | |
| 602 | | | | |
| 603 | | | | |
| GROUP 2 * | 2021-12-27 | 27.50 | 14.40 | 41.90 |
| 604 | | | | |
| GROUP 3 * | 2021-12-27 | 16.85 | 6.49 | 23.34 |
| 605 | | | | |
| 606 | | | | |
| 607 | | | | |
| GROUP 4 * | 2021-12-27 | 27.90 | 16.60 | 44.50 |
| 608 | | | | |
| 609 | | | | |
| 610 | | | | |
| 611 | | | | |
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| 613 | | | | |
| 614 | | | | |
| 615 | | | | |
| 616 | | | | |
| SPECIAL CRAFTS | | | | |
| 701 | 2021-12-27 | 47.79 | 28.51 | 76.30 |
| | 2022-06-13 | 50.04 | 28.51 | 78.55 |
| 702* | 2021-12-27 | 40.94 | 29.28 | 70.22 |
| | 2022-01-01 | 42.64 | 29.28 | 71.92 |
| 703* | 2021-12-27 | 42.13 | 23.41 | 65.54 |

| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE | |
|----------------------|--|------------|-------------|------------|-------|
| 704 | CARPENTERS | 2021-12-27 | 31.75 | 24.88 | 56.63 |
| 705 | CARPET LAYERS (LINOLEUM) | 2021-12-27 | 34.03 | 21.45 | 55.48 |
| 706 | CEMENT MASONS | 2021-12-27 | 41.51 | 22.72 | 64.23 |
| 707 | ELECTRICIANS | 2021-12-27 | 47.48 | 32.22 | 79.70 |
| | | 2022-05-01 | 50.03 | 32.22 | 82.25 |
| 708 | ELEVATOR CONSTRUCTORS | 2021-12-27 | 53.28 | 41.79 | 95.07 |
| | | 2022-01-01 | 55.10 | 43.00 | 98.10 |
| 709 | GLAZIERS | 2021-12-27 | 43.66 | 22.47 | 66.13 |
| 710 | LATHERS | 2021-12-27 | 31.75 | 23.70 | 55.45 |
| 712 | IRONWORKERS | 2021-12-27 | 39.35 | 31.80 | 71.15 |
| 714* | MILLWRIGHT | 2021-12-27 | 34.13 | 30.28 | 64.41 |
| 715 | PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS) | 2021-12-27 | 31.26 | 20.98 | 52.24 |
| 716* | PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS) | 2021-12-27 | 40.00 | 26.04 | 66.04 |
| | | 2022-05-02 | 42.15 | 26.04 | 68.19 |
| 717* | PIPEFITTERS . STEAMFITTERS | 2021-12-27 | 44.81 | 24.58 | 69.39 |
| 718* | PLASTERERS | 2021-12-27 | 37.70 | 16.04 | 53.74 |
| 719 | PLUMBERS | 2021-12-27 | 36.00 | 10.40 | 46.40 |
| 720 | ROOFER | 2021-12-27 | 40.20 | 19.99 | 60.19 |
| | | 2022-05-01 | 42.20 | 19.99 | 62.19 |
| 721 | SHEET METAL WORKERS | 2021-12-27 | 47.36 | 31.42 | 78.78 |
| | | 2022-05-01 | 49.86 | 31.42 | 81.28 |

| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE | |
|----------------------|---------------------------|------------|-------------|------------|-------|
| 722* | SPRINKLER FITTERS | 2021-12-27 | 39.18 | 23.22 | 62.40 |
| 723* | TERRAZZO WORKERS | 2021-12-27 | 41.96 | 22.50 | 64.46 |
| 724* | TILE SETTERS | 2021-12-27 | 38.10 | 26.81 | 64.91 |
| 725* | TILE FINISHERS | 2021-12-27 | 31.36 | 21.51 | 52.87 |
| 726 | DRYWALL TAPER | 2021-12-27 | 31.00 | 21.33 | 52.33 |
| 727 | WIRING SYSTEM TECHNICIAN | 2021-12-27 | 42.46 | 19.41 | 61.87 |
| | | 2022-07-01 | 43.52 | 19.41 | 62.93 |
| 728 | WIRING SYSTEMS INSTALLER | 2021-12-27 | 29.75 | 16.08 | 45.83 |
| | | 2022-07-01 | 30.49 | 16.08 | 46.57 |
| 729 | ASBESTOS ABATEMENT WORKER | 2021-12-27 | 34.85 | 21.64 | 56.49 |
| | | 2022-01-01 | 36.23 | 22.26 | 58.49 |
| 730 | SIGN ERECTOR | 2021-12-27 | 30.67 | 17.65 | 48.32 |
| | | 2022-06-01 | 32.17 | 17.65 | 49.82 |

EXHIBIT D

MINNESOTA DEPARTMENT OF TRANSPORTATION NOTICE TO BIDDERS SUSPENSIONS/DEBARMENTS

Do not use suspended or debarred parties as subcontractors or material suppliers on this project.

Both the federal government and the State of Minnesota suspend and debar vendors. Review the lists of suspended and debarred vendors when submitting a bid and when submitting a request to sublet.

State Suspensions and Debarments.

To review the list of parties suspended and debarred by the State of Minnesota, go to this website: <http://www.mmd.admin.state.mn.us/debarredreport.asp> . This list includes parties suspended and debarred by the Minnesota Department of Transportation and the Minnesota Department of Administration.

Federal Suspensions and Debarments.

The federal government maintains a website listing suspended and debarred parties. You do not need a username or password to use the search functions on the website. You can either search for specific entity names, or see a list of parties suspended and debarred by the Federal Highway Administration.

To search the status of a particular vendor, follow this process:

First, go to the System for Awards Management (SAM) website: <https://www.sam.gov> (requires Internet Explorer version 11 or higher, or another supported browser such as Chrome).

Next, click on the "Search Records" icon.

Next, enter the potential subcontractor or supplier's name in the "Quick Search" box and click the "search" button.

To view a list of all entities suspended or debarred by the Federal Highway Administration, follow this process:

First, go to the System for Awards Management (SAM) website: <https://www.sam.gov> (requires Internet Explorer version 11 or higher, or another supported browser such as Chrome).

Next, click on the "Search Records" icon.

Next, click on the "Advance Search – Exclusion" tab.

Next, click on the "single search" icon and a search form will pop up.

Next, go to the "Agency" field on the search page and select "Federal Highway Administration" from the drop-down list.

Next, click the "search" button, and the list of suspended and debarred parties will appear.

RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE

Minnesota Statutes, Section [16C.285](#), subdivision 3. **Responsible Contractor, Minimum Criteria.** “Responsible Contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the minimum criteria set forth below. Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

1. The Contractor:
 - i. is in compliance with workers' compensation and unemployment insurance requirements;
 - ii. is in compliance with the Department of Revenue and the Department of Employment and Economic Development registration requirements if it has employees;
 - iii. has a valid federal tax identification number or a valid Social Security number if an individual; and
 - iv. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.

2. The contractor or related entity is in compliance with and, during the three-year period before submitting verification, has not violated section [177.24](#), [177.25](#), [177.41](#) to [177.44](#), [181.13](#), [181.14](#), or [181.722](#), and has not violated United States Code, [title 29, sections 201 to 219](#), or United States Code, [title 40, section 3141 to 3148](#). For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is “repeated” only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
 - ii. has been issued an order to comply by the commissioner of labor and industry that has become final;
 - iii. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section [177.27](#);
 - v. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section [181.723](#) or chapter [326B](#). For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section [363A.36](#) revoked or suspended based on the provisions of section [363A.36](#), with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; and*
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor.

*Any violations, suspensions, revocations, or sanctions, as defined in clauses 2 to 5 occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

Certification

By signing this document, I am certifying that I am an owner or officer of the contractor and am verifying under oath that:

- 1. Contractor is in compliance with Minnesota Statutes, Section [16C.285](#),**
- 2. I have included Attachment A-1, and**

Contractor Company Name

Date

Authorized Signature of Owner or Officer

Printed Name

Title

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 should be submitted in a separate envelope along with your proposal.

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. A proposer must complete the attached disclosure form and submit it with their Proposal (or separately as directed by MnDOT for projects not awarded through a competitive solicitation). If a 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 proposal, 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. The proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either 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 submission of the proposal. 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 successful 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 is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity's interests are, or may be, adverse to the state's interests with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a MnDOT project if a local government has also retained the proposer for the purpose of persuading MnDOT to stop or alter the project plans.

The 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 the 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 or 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 supercede 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 has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a 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 state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.

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 a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

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

Contact Person: _____ Phone Number: _____

State of Minnesota Request for Proposals

Instructions: Please return your completed form as part of the Response submittal.

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 proposal submitted in response to <<NAME OF THE GRANT>> Request for Proposal 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 Request for Proposals, designed to limit fair and open competition.
3. That the contents of the proposal 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 proposals.
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder's firm name: Click here to enter text.

Print authorized representative name: Click here to enter text. Title: Click here to enter text.

Authorized signature: Date (mm/dd/yyyy): Click here to enter a date.

Notary Public

Subscribed and sworn to before me this:

day of

Notary Public signature

Commission expires (mm/dd/yyyy)