

State of Minnesota



REQUEST FOR PROPOSALS (RFP) PART A: INSTRUCTIONS AND CONTENT

Minnesota State Highway Investment Plan
MnDOT Contract Number: 1064276
Date Posted: 10/02/2026

1. Responses must be received by MnDOT no later than 2:00 pm Central Time, on 10/23/2026. Late responses will not be considered.
2. This document is available in alternative formats for persons with disabilities by calling Leif Halverson at 651-366-3786 or for persons who are hearing, or speech impaired by calling the Minnesota Relay Service at 1-800-627-3529. For other information on disability rights and protections, contact MnDOT's [Americans with Disabilities Act \(ADA\) Coordinator](#).
3. Responder must also complete and submit **PART B of this Request for Proposals**, posted separately from this document.
4. As of July 1, 2025, certain terms are unenforceable in state contracts. **See Minnesota Statutes §16C.05 subdivision 8.**

Minnesota's Commitment to Diversity and Inclusion

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within the State's communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to www.mmd.admin.state.mn.us/mn02001.html.

SPECIAL NOTICE: This is a request for proposal. It does not obligate MnDOT to award a contract or complete the proposed program, and MnDOT reserves the right to cancel this RFP if it is considered in its best interest.

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Request For Proposal Required Forms and Declarations (see PART B, posted separately):

1. Attachment 1: Responder Declarations & Certifications
2. Attachment 2: Exceptions to MnDOT's Terms and Conditions Form
3. Attachment 3: Responder Forms
 - a. Workforce and Equal Pay Declaration Form
 - b. Conflict of Interest Checklist and Disclosure Form
 - c. Resident Vendor Form
 - d. Targeted Group, Economically Disadvantaged and Veteran-owned Small Businesses Preference Form

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SECTION 1 – INSTRUCTIONS TO RESPONDERS

Steps for Completing Your Response	Follow the steps below to complete your response to this RFP: Step 1: Read the solicitation documents and ask questions, if any Step 2: Write your Proposal and complete the required Forms in Part B of this RFP Step 3: Submit your Proposal
Incomplete Submittals	A Proposal must be submitted along with any required additional documents. Incomplete Proposals that materially deviate from the required format and content may be rejected.
STEP 1 – READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY	
How to Ask Questions	The Instructions for Questions and Answers section is in this link to Section 3. The contact person for questions is: Leif Halverson, Contract Administrator Leif.Halverson@state.mn.us Use the following as the subject line of your email: MnDOT Contract No. 1064276, Minnesota State Highway Investment Plan. Questions must be emailed to the contact person and received by 2:00 pm Central Time, on 10/14/2026. Other personnel are not authorized to answer questions regarding this RFP.
STEP 2 – WRITE YOUR RESPONSE	
How to Write your Response	The Proposal Content section is in this link to Section 4. Prepare a written response and supply all requested content. Proposals must address the requested information and documents detailed in Section 4 or be disqualified as non-responsive. All Proposals submitted in response to this RFP will be public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 once the evaluation process is complete. Make sure to review and sign your Proposal and include all necessary Part B Attachments.
STEP 3 –SUBMIT YOUR RESPONSE	
Where to Send Your Response and Confirmation	Proposals must be electronically submitted via e-mail to: Leif Halverson, Contract Administrator Leif.Halverson@state.mn.us Use the following as the subject line of your email: MnDOT Contract No. MnDOT Contract No. 1064276, Minnesota State Highway Investment Plan.. You must copy: ProfessionalTechnicalContractForms.dot@state.mn.us on the email. Proposals must be received by MnDOT no later than 2:00 pm Central Time, on 10/23/2026. Late responses will not be considered. You will receive a confirmation email from MnDOT after submission. If you do not, please email the Contract Administrator above to ensure your response was received. By signing and submitting a Proposal, you are making a binding legal offer for the period of time listed here. This Condition of Offer is discussed in more detail in the Terms & General Requirements section of this RFP, Section 6.

SECTION 2 –SUMMARY OF PROJECT SCOPE

1. **Project Overview and Goals**

The 20-Year Minnesota State Highway Investment Plan (MnSHIP) directs capital investment for Minnesota's state highway system. The plan must identify investment priorities given current and expected funding. It is updated within one year of the adoption of the Statewide Multimodal Transportation Plan (due December 2027), as required by the Minnesota Statute. The 2028-2047 MnSHIP update spans the 20-year planning period from fiscal year 2028 to 2047. This update will build off the 2023 update and incorporate recent trends, policy changes, and expected future conditions into the final investment direction.

2. **Scope of Work and Deliverables**

See Exhibit A, posted separately from this RFP, for the full scope of work.

3. **Additional Tasks or Activities.**

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of this Project. These items must be separated from the required items on the cost proposal required under this RFP.

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SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

1. **Instructions for Questions and Answers.** All questions must be submitted by email only and received no later than 2:00 pm Central Time, on the date listed in Section 1, to the Contract Administrator named in Section 1. MnDOT is not obligated to answer questions submitted after this due date and time.
 - 2.1 **Personnel.** Only personnel listed above are authorized to discuss this RFP with Responders. Contact regarding this RFP with any personnel not listed above could result in Responder's disqualification. This provision is not intended to prevent Responders from seeking guidance from state procurement assistance programs regarding general procurement questions.
 - 2.2 **Question and Answer Posting.** All questions and answers will be posted on MnDOT's Consultant Services Web Page at www.dot.state.mn.us/consult under the "P/T Notices" section. All Responders will be responsible for checking the web page for any questions and their answers. **Note that questions will be posted verbatim, as submitted.** MnDOT anticipates posting answers to questions no later than 2:00 pm Central Time, on 10/16/2026.
 - 2.3 **RFP Errors and Addenda.** If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, please immediately email the Contract Administrator listed above in Section 1, notifying them of the issue and requesting modification or clarification of the document. If changes are made to the RFP after initial publication, MnDOT will issue an addendum with notification and post it in the same manner as the original RFP. Any addenda issued will become part of the RFP. All Responders will be responsible for checking the Consultant Services web page for any Addenda that may be posted in connection with this RFP.
2. **Page Limits.** Responder's Proposal must adhere to the formatting and page limitations identified in the following table. If any of Responder's documents exceed the page limits identified, the excess pages will not be reviewed, regardless of content.

Document	Max. Page Numbers	Requirements
Requirements for all documents	N/A	1. Responders MUST use Calibri font in their response 2. No smaller than 11-point font 3. No smaller than single line, 0-point spacing 4. The font may not have "condensed," "narrow," or "compressed" in the font name
Proposal	15 pages	1. Single-sided pages, no larger than 8.5"x11" 2. Unless otherwise noted, all Proposal Content required in Section 4 below must be within this page limit
Appendix for Resumes	1 page per resume	1. Single-sided pages, no larger than 8.5"x11" 2. Not included as part of the page limit, but restricted to one page per resume

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

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SECTION 4 – PROPOSAL CONTENT & SUBMISSION

The following is the minimum required contents of the Proposal and must be submitted in the order listed. Items 1 through 5 below MUST fit within the Proposal page limit identified in the [Page Limits Table](#) above.

1. **Contact Information.** Responder must clearly identify the company's full legal name, business address, contact person's name, telephone number, and email address.
2. **Project Understanding.** Responder must clearly state its understanding of the Project objectives, goals, and task, demonstrating its view of the Project's nature and what makes Responder uniquely suited for this work. Responder should demonstrate its understanding by using its own words rather than simply repeating the RFP's Project overview and/or goals as stated above.
3. **Qualifications and Experience**
 - 3.1 Responders must provide:
 - 3.1.1 An outline of the company's, and any subconsultants', background and experience, addressing any minimum requirements (if applicable) with examples of similar work.
 - 3.1.2 A list of company and any subconsultant personnel who will work on the Project, detailing their training, and work experience.
 - 3.1.3 Resumes for the company's and any subconsultants' personnel, in a separate Appendix. Resumes or any other personnel documentation must not contain personal telephone numbers, home addresses, or home email addresses. Refer to [Section 3](#) for additional guidance regarding page limitations.
4. **Work Plan-Project Approach**
 - 4.1 Responder must provide a detailed work plan, which must identify the major tasks to be accomplished. Responders must be sure to not only describe what will be done but also explain how each task will be accomplished. These tasks will be used as a scheduling and management tool, as well as the basis for invoicing. This section of Responder's Proposal must NOT include a Cost Proposal. If cost details are included in this section, MnDOT may disqualify the Proposal as non-responsive. The detailed work plan must present:
 - a. The Overall Project Approach;
 - b. A breakdown of the Project Tasks, detailing the tasks and how they will be completed;
 - c. Deliverable Due Dates and an Overall Project Schedule; and
 - d. A List of Personnel Working on the Project, including details of each person's role, by task.
 - 4.2 **Artificial Intelligence.** In its breakdown of each Project Task, Responder must also disclose whether it intends to use any artificial intelligence technologies, either directly or indirectly, to accomplish Project Tasks and if so, a detailed description of such technologies and how they will be used. See [Section 6](#) for additional information regarding the use of artificial intelligence.
5. **Deliverables.** Responders must additionally present a clear and detailed description, format and schedule, of the deliverables to be provided in order to meet the needs of the Project.
6. **Contract Term Exceptions or Modifications**
 - 6.1 Responder must be aware of MnDOT's standard contract terms and conditions when preparing its Proposal. Responder may view MnDOT's current Professional/Technical Contract templates on the Consultant Services website, at www.dot.state.mn.us/consult (Click on Contract Documents tab to view templates):
 - a. Contract Template
 - b. Contract Terms and Conditions
 - c. Insurance Requirements
 - d. Consideration and Payment

- 6.2 Much of the language reflected in these contract templates is required by statute. If Responder takes exception to any of the terms, conditions, or language in the contract template, however, it must complete and sign Attachment 2: Exceptions to MnDOT's Terms and Conditions and submit it with its Proposal.
- 6.3 Please Note: certain exceptions, or requests for exceptions, that would cause any contract term to become unenforceable according to the statutory requirements described in Section 6 below, may result in its Proposal being disqualified from further review and evaluation. Only those exceptions indicated in the Proposal will be available for discussion or negotiation in the evaluation process. Any exceptions or modification to MnDOT's insurance requirements that Responder desires must be clearly noted in Attachment 2, or Responder will be deemed to have accepted MnDOT's requirements and waived any request for exception.

7. Cost Proposal

- 7.1 **Content.** Responders must provide, in a separate electronic file, a cost proposal. The rate(s) identified in the Cost Proposal must include all costs, including but not limited to: travel expenses, mass mailings, fees, commissions, compensation, indirect costs, equipment, supplies, and other charges.
- 7.1.1 Responder must include a total Project cost along with the following:
- A breakout of the hours by task for each employee;
 - Identification of anticipated direct expenses;
 - Identification of any assumptions made while developing its Cost Proposal; and
 - Identification of any cost information related to additional services or tasks, clearly identified as additional costs and not made part of the total project cost.
- 7.1.2 Additionally, if Responder anticipates MnDOT's provision any equipment, services, supplies, etc. for the Project, Responder must identify such items in its Cost Proposal and detail cost allowances for this participation.
- 7.1.3 **Please Note:** MnDOT does not make regular payments based solely upon the passage of time; it only pays for services performed or work delivered after it is accomplished.
- 7.2 **Submission.** Responder must have the Cost Proposal signed by an authorized member of Responder's firm, then submit, by email, a PDF version of its Cost Proposal to the attention of the Contract Administrator identified in [Section 1](#). The email must also include: ProfessionalTechnicalContractForms.dot@state.mn.us as a recipient. The email must include the MnDOT Contract Number and Project Title in the subject line of the email.
- 7.3 **Acceptance.** The Cost Proposal must be open for acceptance until a contract is executed, the RFP is cancelled, or 180 days after the due date and time of the RFP, whichever comes first. Cost estimates included in the Cost Proposal must remain valid for the length of the Project.
- 7.4 **Cost Breakdowns and Overhead Rates.** Whether proposing a cost plus fixed fee, fixed hourly rate, or unit budget, Responder must include a breakdown (labor, overhead, fixed fee and expenses) showing how the rate was derived and must use its current MnDOT-approved overhead rate, not to exceed 175%.
- 7.4.1 For purposes of its Cost Proposal, Responder must utilize a fixed fee base of 9%, PLUS the overhead fixed fee additive identified in the following table:

	Base	Additive	Cost Proposal Fee
MnDOT Approved Overhead Less than 140%	9%	4.0	13.0%
MnDOT Approved Overhead 140% through 149.9%	9%	3.0	12.0%
MnDOT Approved Overhead 150% through 159.9%	9%	1.5	10.5%
MnDOT Approved Overhead 160% or Greater	9%	0.0	9.0%

- 7.4.2 Other additives pertaining to project schedule, duration, size, and risk, along with fixed fee, will be determined/calculated utilizing MnDOT's Fixed Fee Rate Worksheet upon selection.

7.4.3 MnDOT has estimated that the cost of this contract should not exceed \$425,000.00.

8. License Agreements, Maintenance Agreements, or Other Terms and Conditions

8.1 Responder must provide any license agreements, maintenance agreements, or any other terms and conditions relevant to the work under a resulting contract. Review and approval by MnDOT of any such documents will be required prior to contract execution. In the event Responder fails to comply with this provision, Responder agrees that it will not seek to enforce terms and conditions of any such agreement against MnDOT. Further, failure to provide any of the pertinent documents upon request may result in MnDOT not agreeing to sign any additional documents, rejecting your response, or cancelling the award.

9. **Trade Secret Materials.** If Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, Responder must clearly mark all trade secret materials in its Proposal at the time the Proposal is submitted. MnDOT will not consider Cost Proposal information submitted by Responder to be proprietary or trade secret material.

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RFP SUBMISSION CHECKLIST

☐ Completed, signed Proposal
☐ Completed, signed Cost Proposal (in PDF Format)
☐ Signed Attachment 1 : Responder Declarations
☐ Completed, signed Attachment 2 : Exceptions to MnDOT's Terms & Conditions
☐ Completed, signed Attachment 3 : Responder Forms, including: ☐ Workforce and Equal Pay Declaration Form ☐ Conflict of Interest Checklist and Disclosure Form ☐ Resident Vendor Form ☐ Targeted Group, Economically Disadvantaged and Veteran-owned Small Businesses Preference Form

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SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

Representatives of MnDOT will evaluate all proposals received by the deadline. In some instances, an interview may be part of the evaluation process. MnDOT reserves the right, based on scores of proposals submitted, to create a short-list of Responders to interview. A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are broken down in the following table:

Rating Factor	Weighting Percentage
Project Understanding	15%
Responder Qualifications and Experience	25%
Work Plan – Project Approach	20%
Deliverables	10%
Cost Proposal	30%

Proposals will be evaluated on a “best value” basis, with qualifications representing 70% of the overall score and cost considerations representing 30% of the overall score. The review committee will not open Cost Proposals until after qualification points are awarded.

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SECTION 6 – TERMS & GENERAL REQUIREMENTS

1. **Unenforceable Terms.** As of July 1, 2025, certain terms are unenforceable in state contracts. See Minnesota Statutes §16C.05 subdivision 8.
 - 1.1 A contract entered into by the State will not contain a term that:
 - 1.1.1 Requires the State to defend, indemnify, or hold harmless another person or entity, unless specifically authorized by statute;
 - 1.1.2 Binds a party by terms and conditions that may be unilaterally changed by the other party;
 - 1.1.3 Requires mandatory arbitration;
 - 1.1.4 Attempts to extend arbitration obligations to disputes unrelated to the original contract;
 - 1.1.5 Construes the contract in accordance with the laws of a State other than Minnesota;
 - 1.1.6 Obligates state funds in subsequent fiscal years in the form of automatic renewals as defined in section 325G.56; or
 - 1.1.7 Is inconsistent with Chapter 13, the Minnesota Government Data Practices Act.
 - 1.2 If a contract is entered into that contains a term prohibited in Subsection 1.1, that term will be void and the contract is enforceable as if it did not contain that term.
2. **Competitive Proposals.** MnDOT desires open and fair competition in the award of its contracts. Any evidence of collusion among Responders in any form designed to defeat competitive Proposals will be reported to the Minnesota Attorney General for investigation and appropriate action.
3. **Disposition of Proposals.** All materials submitted in response to this RFP will become property of MnDOT. During the evaluation process, all information concerning the Proposals submitted will remain nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Once the evaluation process is completed, which is defined by Minnesota Statutes §13.591 as occurring when MnDOT has completed negotiating the contract with the Selected Responder, all submitted materials will become public record and MnDOT will notify all Responders in writing of the evaluation results.
4. **Plain Language and Accessibility Standards**
 - 4.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, the Selected Responder must provide all deliverables in “Plain Language” in accordance with [Executive Order 14-07](#). As defined, Plain Language is a communication that an audience can understand the first time they read or hear it. To achieve this, the Selected Responder will be required to take the following steps in all deliverables it provides to MnDOT:
 - 4.1.1 Use language commonly understood by the public;
 - 4.1.2 Write in short and complete sentences;
 - 4.1.3 Present information in a format that is easy-to-find and easy-to-understand; and
 - 4.1.4 Clearly state directions and deadlines to the audience.
 - 4.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, the Selected Responder agrees to comply with the State of Minnesota’s Accessibility Standards (https://mn.gov/mnit/assets/Stdnd_State_Accessibility_tcm38-61585.pdf) for all deliverables provided to MnDOT. The State of Minnesota’s Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. The Selected Responder’s compliance with the State of Minnesota’s Accessibility Standard includes, but is not limited to, the following:
 - 4.2.1 All videos must include closed captions, audio descriptions and a link to a complete transcript;

- 4.2.2 All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, the Selected Responder will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
 - 4.2.3 All materials intended for downloading and printing, such as promotional brochures, must be labelled for download and be provided in an accessible format.
- 5. **Use of Artificial Intelligence.** If artificial intelligence (AI) technologies will be used for the work and/or services delivered by the Selected Responder, MnDOT requires such usage be accompanied by rigorous governance and ethical controls.
 - 5.1 **Responsible Use.** All forms of AI must be used as a supplemental resource and not as a replacement for human judgment. The Selected Responder must:
 - 5.1.1 Practice responsible use of all forms of AI to avoid harm, discrimination, or violation of privacy;
 - 5.1.2 Use all forms of AI in compliance with all applicable federal, state, and local laws, ordinances, rules, regulations, and MnDOT policies;
 - 5.1.3 Work with MnDOT staff to obtain approval of AI tools prior to use; and
 - 5.1.4 Certify that all AI output used in the provision of work or services to MnDOT has been verified for accuracy, relevance, and non-infringement of the intellectual property or copyright of others.
 - 5.2 **Disclosure.** If the Selected Responder uses or intends to use AI, whether directly or indirectly, in the provision of work or services to MnDOT, the Selected Responder must disclose such use or intended use to MnDOT in writing prior to commencing such use. The disclosure must include identification of the specific portion(s) of the work product or services for which such AI will be used. Failure to proactively disclose direct or indirect use of AI may result in MnDOT's rejection of the work product or services.
- 6. **Quality Management Plan and Quality Assurance and Quality Control Procedures.** The Selected Responder will develop a project specific Quality Management Plan (QMP) that specifies how they will perform Quality Assurance and Quality Control (QA/QC) activities throughout the duration of the Project to ensure delivery of a quality product in a timely manner that conforms to established contract requirements. The Selected Responder will be required to submit the project-specific QMP to MnDOT's Project Manager for approval within five business days of receipt of a Notice to Proceed.
- 7. **Contingency Fees Prohibited.** Pursuant to Minnesota Statutes §10A.06, no person may act as, or employ, a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
- 8. **Travel Reimbursements.** Reimbursements for travel and subsistence expenses that are actually and necessarily incurred by the Selected Responder as a result of the contract must not exceed the amounts dictated by the current MnDOT Travel Regulations. Travel and subsistence expenses incurred outside of Minnesota will not be reimbursed unless the Selected Responder has received MnDOT's written approval for out-of-State travel. Minnesota will be considered the home base for determining whether travel is out-of-State.
- 9. **Insurance Requirements**
 - 9.1 **Insurance Certificates and Continuity of Coverage Required.** The Selected Responder must provide a certificate of insurance showing that it has each type of insurance coverage and limits required herein. The certificate must be filed with MnDOT's Authorized Representative within 30 days of execution of the contract, and prior to commencing work under the contract. The Selected Responder must maintain such insurance in full force and effect throughout the term of the contract.
 - 9.2 **Required Insurance.** The Selected Responder will be required to maintain, and furnish satisfactory evidence of, the following insurance policies:

9.2.1 Workers' Compensation Insurance. Except as provided below, the Selected Responder will be required to provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, will require its subcontractor(s) to provide Workers' Compensation insurance in accordance with the statutory requirements of State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

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

If Minnesota Statutes §176.041 exempts the Selected Responder from Workers' Compensation insurance requirements, or if Selected Responder has no employees in the State of Minnesota, it will be required to provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the Selected Responder from the Minnesota Workers' Compensation requirements. If, during the course of the contract, the Selected Responder becomes subject to the Workers' Compensation Insurance requirements, the Selected Responder must then comply with such requirements and provide MnDOT with a Certificate of Insurance evidencing such coverage.

9.2.2 Commercial General Liability Insurance. The Selected Responder will be 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 Selected Responder or by a subcontractor or by anyone directly or indirectly employed by the Selected Responder pursuant to the contract. Insurance minimum limits are as follows:

- a. \$2,000,000 – per occurrence
- b. \$2,000,000 – annual aggregate
- c. \$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages must be included:

- a. Premises and Operations Bodily Injury and Property Damage
- b. Personal and Advertising Injury
- c. Blanket Contractual Liability
- d. Products and Completed Operations Liability
- e. State of Minnesota named as an Additional Insured, to the extent permitted by law

9.2.3 Commercial Automobile Liability Insurance. The Selected Responder will be 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 the contract, and, in the event any work is subcontracted, the Selected Responder must require the subcontractor to provide Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

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

In addition, the following coverages must be included:

- a. Owned, Hired and Non-owned Automobile

9.2.4 Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance. The Selected Responder will be required provide coverage for all claims the Selected Responder may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Selected Responder's professional services performed under the contract. Unless otherwise specified within this RFP, the Selected Responder will be required to carry the following minimum limits:

- a. \$2,000,000 – per claim
- b. \$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Selected Responder and may not exceed \$50,000 without the written approval of MnDOT. If the Selected Responder desires authority from MnDOT have a deductible in a higher amount, the Selected Responder may make such request in writing, specifying the amount of the desired deductible and providing financial documentation, acceptable to MnDOT, so that MnDOT can ascertain the ability of the Selected Responder to cover the deductible from its own resources. MnDOT will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act.

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

9.2.5 **Additional Insurance Conditions**

- a. The Selected Responder's policy(ies) must be primary to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Selected Responder's performance under the contract.
- b. If the Selected Responder receives a cancellation notice from an insurance carrier affording coverage herein, the Selected Responder agrees to notify the State of Minnesota within five business days with a copy of the cancellation notice, unless the Selected Responder's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days advance written notice to the State of Minnesota.
- c. The Selected Responder is responsible for payment of contract-related insurance premiums and deductibles.
- d. If the Selected Responder is self-insured, a Certificate of Self-Insurance must be attached.
- e. The Selected Responder's policy(ies) will include legal defense fees in addition to its policy limits with the exception of professional liability.
- f. The Selected Responder must obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and authorized to do business in the State of Minnesota.
- g. An Umbrella or Excess Liability insurance policy may be used to supplement the Selected Responder's policy limits to satisfy the full policy limits required by the contract.

9.2.6 Right to Terminate. MnDOT reserves the right to immediately terminate the contract if the Selected Responder is not in compliance with the insurance requirements. MnDOT retains all rights to pursue any legal remedies against the Selected Responder. All insurance policies must be open to inspection by MnDOT and copies of policies must be submitted to MnDOT's Contract Administrator upon written request.

9.3 Insurance Certificates. The Selected Responder will be required to submit Certificate(s) of Insurance, acceptable to MnDOT, as evidence of meeting the insurance requirements, prior to commencing work under the contract.

10. **Subcontractor Diverse Spending Reporting.** MnDOT is committed to diversity and inclusion in public procurement. If the total value of this contract may exceed \$500,000.00, including all extension options, the Selected Responder will be required to track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, Responder will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect. Please see [Diverse Spend Reporting Frequently Asked Questions](#) for additional information.
11. **Proposal Withdrawal.** Prior to the due date and time of the RFP, a Responder may withdraw its Proposal by notifying the Contract Administrator in writing of its desire to withdraw. After the due date and time of this RFP, Responder may withdraw its Proposal only upon showing that an obvious error exists in its Proposal. The showing and request for withdrawal must be made in writing to the Contract Administrator within a reasonable time and prior to MnDOT's detrimental reliance on the Proposal.
12. **Rights Reserved.** MnDOT reserves the right to:
- 12.1 Reject any and all Proposals received;
 - 12.2 Waive or modify any informalities, irregularities, or inconsistencies in the Proposals received;
 - 12.3 Negotiate with the highest scoring Responder(s);
 - 12.4 Terminate negotiations and select the next Proposal providing the best value for MnDOT;
 - 12.5 Consider Responder's documented past performance under MnDOT contracts, if any, in the evaluation process;
 - 12.6 Short list the highest scoring Responders;
 - 12.7 Require Responders to conduct presentations, demonstrations, or submit samples;
 - 12.8 Interview key personnel or references;
 - 12.9 Request a best and final offer from one or more Responders;
 - 12.10 Request additional information from Responder; and
 - 12.11 Use estimated usage or scenarios for the purpose of conducting pricing evaluations, modify any scenarios used, and request or add additional scenarios for the evaluation.
13. **Conflicts of Interest.** If after award, an organizational conflict of interest is discovered, the Selected Responder must make an immediate and full disclosure in writing to the Assistant Director of the Department of Administration's Office of State Procurement. The disclosure must include a description of the action that it has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, MnDOT may, at its discretion, cancel the contract. In the event the Selected Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, MnDOT may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve MnDOT's rights.
14. **Pre-Award Audit Requirement.** The Selected Responder will be required to submit pre-award audit information and comply with audit standards. Failure to do so may result in disqualification.
15. **Conditions of Offer.** Unless otherwise approved in writing by MnDOT, Responder's Cost Proposal and all terms offered in its Proposal that pertain to the completion of professional, technical, and general services will remain firm through the duration of the Project, until they are accepted or rejected by MnDOT, or they are changed by further negotiations with MnDOT prior to contract execution.

16. **Award.** Any award that may result from this RFP will be based upon the total accumulated points as established in Section 5 of this RFP. MnDOT reserves the right to award the contract to a single Responder, or to multiple Responders, whichever is in the best interest of MnDOT; provided each Responder is in compliance with all terms and conditions of the RFP. MnDOT reserves the right to accept all or part of a Proposal, to reject all Proposals, to cancel the RFP, or to re-issue the RFP, whichever option is in the best interest of MnDOT.
17. **Title VI Notice.** MnDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statutes 252, 42 United States Code [USC] §2000d to 2000d-4) and the Regulations, hereby notifies all Responders that it will affirmatively ensure that, in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit a Proposal in response to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
18. **Nonresident Vendor Requirements.** Nonresident vendors seeking to provide architecture, engineering, landscape architecture, land surveying, geoscience, or certified interior design services as a contractor or subcontractor, and as defined by Minnesota Statutes section 326.02, must comply with the requirements of Minnesota Statutes section 326.13. MnDOT will comply with all reciprocity requirements as they apply to nonresident vendors pursuant to Minnesota Statutes § 16C.06, subdivision 7.
19. **Disadvantaged Business Enterprises (DBE)**
- 19.1 The MnDOT Office of Civil Rights has assigned a Disadvantaged Business Enterprise-Neutral (DBEN) goal to this Project. Responders are directed to read the DBE Special Provisions, posted along with this RFP. The DBE Special Provisions explain how to comply with the DBE requirements and what documents Responder must submit with its Proposal. The form required to be submitted with the Proposal is included in Attachment 3 to this RFP. To view a listing of certified DBE's, please contact the MnDOT Office of Civil Rights at 651-366-3073, TTY 651-282-5799, or visit: <https://www.dot.state.mn.us/civilrights/find-small-business.html>.
20. **Targeted Group Business (TGB), Economically Disadvantaged (ED) and Veteran-Owned Small Businesses and Individuals**
- 20.1 To claim the TGB, ED or Veteran preference, as described below, Responder must complete the "Targeted Group, Economically Disadvantaged and Veteran-Owned Small Businesses Preference Form" included in Attachment 3, Part B of this RFP and submit it as part of its Proposal, along with all documentation required by the form. Statutory requirements and documentation must be met and submitted by the proposal due date and time listed in Section 1 to be awarded the preference. TGB, ED and Veteran preferences are not cumulative, so a responder that is certified in multiple programs will receive only up to a twelve percent preference.
- 20.2 **Preference to TGB and ED Businesses and Individuals.** In accordance with Minnesota Rules, Part 1230.1810, Subpart B, and Minnesota Rules, Part 1230.1830, certified TGB, certified ED businesses, and individuals submitting Proposals as prime contractors will receive up to a twelve percent preference in the evaluation of their Proposals. Eligible TGB and ED businesses must be currently certified by the Office of Equity in Procurement (OEP) prior to the proposal due date and time listed in Section 1. For information regarding certification, contact OEP at 651-201-2402 or procurement.equity@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1-800-627-3529.

- 20.3 **Preference to Veteran-Owned Small Businesses.** Except when mandated by the federal government as a condition of receiving federal funds, the commissioner will award up to a twelve percent preference, but no less than the percentage awarded to any other group under this Section, on state procurement to certified small businesses that are majority-owned and operated by veterans. A small business qualifies for the veteran-owned preference when it meets one of the following requirements: 1) the business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business; or 2) the principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation). See Minnesota Statutes §16C.19(d). Statutory requirements and documentation must be met and submitted by the proposal due date and time listed in Section 1 to be awarded the preference.
- 20.4 **Soliciting Responses from TGB Firms.** In accordance with Minnesota Statutes §16C.16 (subdivision 6), §16C.19, and §161.321 (subdivision 2), a TGB participation goal of 0.0% has been established for this RFP. TGB certification is administered by the Commissioner of Administration. To view a listing of certified TGBs, contact MnDOT's Office of Civil Rights at 651-366-3073 or visit <http://www.mmd.admin.state.mn.us/process/search/>. Responders are directed to read the Special Provisions, posted along with this RFP, for information about how to meet TGB participation goals.
- 20.5 **Soliciting Responses from Veteran-Owned Small Businesses.** In accordance with Minnesota Statutes §16C.16 (subdivision 6a), §16C.19, and §161.321 (subdivision 2b), a veteran-owned small business (Veteran) participation goal of 0.0% has been established for this RFP. Veteran certification is administered by the United States Department of Veterans Affairs. To view a listing of certified Veterans, contact MnDOT's Office of Civil Rights at 651-366-3073 or visit www.vetbiz.gov. Responders are directed to read the Special Provisions, posted along with this RFP, for information about how to meet Veteran participation goals.

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