REQUEST FOR PROPOSALS

TRAVEL DEMAND MODEL CALIBRATION & 2055 SOCIO-ECONOMIC FORECAST

SAINT CLOUD | AREA PLANNING ORGANIZATION

ISSUE DATE:	**November 16, 2026**
PROJECT BUDGET:	$116,000
RESPOND BY:	December 31, 2026 *Late proposals will not be accepted*
DBE GOAL:	***DBE NEUTRAL***
DELIVER PROPOSALS TO:	gibson@stcloudapo.org
DIRECT QUESTIONS TO:	Brian Gibson gibson@stcloudapo.org

MODEL CALIBRATION & 2055 SOCIO-ECONOMIC FORECASTING

BACKGROUND & DESCRIPTION

Federal regulations require Metropolitan Planning Organizations to consider not only existing conditions when completing transportation plans, but to also consider probable future conditions. The APO maintains a Travel Demand Model (TDM) to provide reasonable estimates of future traffic conditions at the regional level. Our TDM is in CUBE from Bentley Systems. In order to use the model to predict future traffic flows, we must first calibrate the model to known traffic conditions. In this case, our base year is 2025 and our forecast year is 2055.

The APO needs an experienced, qualified firm to complete our model calibration to base year 2025 traffic volumes.

But first, interested firms must understand that the APO's TDM has recently undergone some major updates. APO staff completed a comprehensive review of all Traffic Analysis Zone (TAZ) boundaries and centroid placements/connections to better reflect urban area growth and the natural barriers that generally restrict traffic flow from one area to another. In addition, in order to make the model sensitive to changes that can impact greenhouse gas emissions, we have had other changes incorporated into the TDM, including but not limited to:

- Specifying intersection control at all nodes
- Changing mode-choice procedures
- More dynamic traffic assignment that is sensitive to travel times when making routing choices
- Updated highway capacities
- Updated land-use area types.

Given all these comprehensive and detailed changes, the first step for the successful firm will be to verify that all of these updates are functioning as intended and are not having unintended consequences on the model output, such as through broken links, incorrect or incomplete traffic assignment, etc.

Following successful calibration of the TDM to base year 2025, the consultant shall produce a report detailing how well the TDM is performing relative to actual measured transportation data. The consultant shall calibrate and validate the TDM using a methodology consistent with applicable Minnesota Department of Transportation (MnDOT) requirements and Federal Highway Administration (FHWA) guidance. The consultant shall identify proposed performance measures and acceptance criteria for APO review and approval before beginning calibration. Concurrent with model calibration, the consultant shall use reasonable and defensible methods to forecast to year 2055 the socio-economic variables necessary for the TDM to function, such as the number of households and household size, the number of office jobs, the number of students enrolled at each school, etc. Within their proposal, each consultant should detail the methods they would use to develop these forecasted socio-economic variables. Consultants should budget for at least one presentation of draft socio-economic variables at a meeting of the APO's Technical Advisory Committee (TAC). The consultant will be expected to work with the TAC as a whole and with individual members of the TAC to gain approval for their forecast of socio-economic variables. The consultant shall

also distribute the socio-economic variables down to the TAZ level for every TAZ in the APO's TDM.

Following assignment of the 2055 socio-economic variables to the TAZs, the consultant shall be responsible for carrying out a "No Build 2055" model run. That is, the consultant shall use the 2025 + committed transportation network and the 2055 forecasted TAZ data to produce a model run which highlights the areas of the transportation network where congestion and/or poor operations are probable if the jurisdictions of the APO made no further investment in the transportation network.

GOALS

The goals of this effort are to prepare the APO's TDM for use in our effort to update the Metropolitan Transportation Plan by:

1. Ensure that the APO's TDM is operating appropriately given all the recent updates.
2. Ensure the APO has an appropriately calibrated TDM.
3. Produce reasonable forecasts for socio-economic variables used in the TDM.
4. Produce a 2055 "No Build" model scenario showing where the transportation networks are likely to fail if the jurisdictions of the APO made no further investment in the transportation networks.

DELIVERABLE(S)

The final deliverables of this effort will be:

1. Documentation of any TDM deficiencies and corrective actions taken prior to calibration.
2. A TDM calibrated to base year 2025. Model files to be delivered to the APO.
3. Documentation of the TDM calibration and how well it is performing relative to state and federal model calibration guidelines.
4. A forecast of 2055 socio-economic variables used by the model and acceptance of that forecast by the APO's TAC.
5. Forecasted socio-economic variables distributed to each TAZ in the APO's TDM.
6. A 2055 "No Build" model run showing what is likely to happen if population continues to grow, but the jurisdictions of the APO made no further investments in the transportation networks.

BUDGET AND TIMELINE

The total project budget is $116,000. Federal funding assistance provided by the Federal Highway Administration for this project is expected to be $85,283 (CFDA 20.205). The budget includes $30,717 local funds. Consultants should consider $116,000 to be the maximum amount for the contract.

It is anticipated that work described in this RFP will begin on or about March 1, 2027, and be completed by no later than December 31, 2027. (See Evaluation and Contracting Timeline starting on page 7).

PREVIOUS WORK

Over the last 5 years, the APO has invested substantially in updating the core of the TDM to ensure that it reflects conditions on the ground and is sensitive to changes that can impact the emission of greenhouse gases.

GENERAL NOTES

We have composed this RFP to be as flexible and open as possible. We expect respondents to bring their accumulated knowledge and experience to bear and propose a process which they feel is best suited to completing the project as efficiently and cost-effectively as possible. We prefer not to be prescriptive in our RFPs, but rather allow you the freedom to propose tools, processes, strategies, and methods that in your experience are most appropriate for a study of this kind and which will best help us achieve our goals, as stated above.

PROPOSAL CONTENT

Respondents are asked to describe in detail

1. How they intend to achieve the goals and deliverables of this project, including specific tasks, expected outcomes, and final deliverables;
2. The qualifications and experience of staff who will work on this project; and
3. Their firm's qualifications and experience related to the overall goals of the study.

Proposed staff hours must be broken down by person(s) assigned to each task/subtask. Overhead rate and expense, cost plus fixed fee, and any direct non-salary expense must be itemized and shown separately from individual staff hourly billing rates and expenses. Hour detail by task and assigned staff person must be provided in the proposal document in table format with assumed costs. See "Sample Price Plan" (Exhibit B) for an example. Overall value for the price is a factor in the proposal evaluation (20%).

The Proposal shall be submitted on 8.5" x 11" pages in no less than 10-point font, and shall not exceed **35 pages** in length, including cover letter and all exhibits and appendices (not including required certifications and affidavits). Graphic illustrations, maps, etc. may be included on 11" x 17" pages if necessary for clarity. Pursuant to Section 6002 of the Solid Waste Disposal Act, all proposal materials will be bound in a single submission by a single staple in the top left corner. Plastic binders, covers, section dividers, etc. will not be used. Paper shall have a minimum of 30% post-consumer fiber.

The following will be considered the minimum contents of the proposal and must be submitted in the order listed:

1. Respondent's company name, business address, contact person's name, telephone number, and email address.
2. A description of the Respondent's proposed approach and methodology to be utilized, deliverables to be provided by the Respondent, and a description of the proposed study management techniques. This description should demonstrate the Respondent's

understanding of the goals and objectives of the study.

3. A detailed description of the Respondent's background and experience with similar work. This should include examples of similar work indicating the Respondent's level of involvement in the study, and the key personnel involved with the study.
4. A list of the key personnel who will be assigned to the study and their area of responsibility. Provide statements for each of the key personnel detailing their training, work experience, and qualifications relevant to the proposed work. No change in personnel assigned to the study will be permitted without the written approval of the APO.
5. A work plan identifying the major tasks to be accomplished. The work plan must present the Respondent's approach, task breakdown, and deliverable due dates.
6. A price plan including the hourly rates and fringe rates for all key personnel who will perform the tasks outlined above, as well as the agency's indirect rate. (See page A-2 for sample)
7. Three references for similar work performed within the past three years. Ideally, the references will have worked with the key personnel assigned to this study.
8. Completed forms and documents required under any other section of this RFP.

PROPOSAL SUBMITTAL

E-mail submission of proposals is strongly recommended.

E-mail proposals to:

gibson@stcloudapo.org

However, proposals submitted through traditional mail will be accepted. All such proposals can be sent to:

Brian Gibson
Executive Director
Saint Cloud Area Planning Organization
1040 County Road 4
Saint Cloud, MN 56303

All responses must be received no later than noon Central time on December 31, 2026.

If proposals are mailed, submit the original and five copies of the proposal. A principal member of the firm must sign the original proposal and any required certifications. (See Exhibit E for more details).

Fax responses will not be considered.

PROPOSAL EVALUATION

A "Best Value Selection" method will be used to evaluate and rank proposals submitted in response to this RFP.

Representatives of the APO will evaluate all proposals received by the deadline and rank them in order of preference. A 100-point scale will be used to aid the evaluation and prioritization process.

The factors on which proposals will be judged are:

1. **Project Management Plan** (10 points max.)
2. **Technical Approach & Forecasting Methodology** (25 points max.)
3. **Specialized expertise and experience of key staff members**, as demonstrated by the experience and qualifications of key staff members assigned to the project. (30 points max.)
4. The Respondent's **record of past performance**, including quality of work, demonstrated ability to control costs and successfully complete a study within the approved budget, and demonstrated ability to meet deadlines. (15 points max.)
5. **Overall Value** when compared to other proposals, as demonstrated by the proposed budget, staff time dedicated to the project, the dedication of other resources that add value, and maximizing the overall quality of the final product given time and budgetary constraints. Note, the highest value proposal is not necessarily the proposal with the lowest proposed budget. Rather it can best be thought of as the proposal that provides the best balance between price and the quality of the final product. (20 points max.)

The contract award may be made based only on submitted proposals. APO reserves the right to award the contract without further discussion, presentation, or negotiation. If additional dialogue is determined to be necessary, successful firms determined to be in the "Competitive Range" will be notified by January 15, 2027, for further negotiations.

The evaluation team will base their determination of "best value" on an analysis of the tradeoff of qualitative technical factors and price or cost factors noted in the proposals. The evaluation team may determine that negotiations with the next highest ranked proposer are warranted if negotiations with the preferred proposer do not satisfactorily meet the needs of this project.

REQUEST FOR CLARIFICATION

In the event the evaluation team believes that additional clarification of a proposal is needed to properly evaluate and rank the proposal, the APO shall submit a request for clarification by email to the Respondent. The Respondent will have two working days to respond via email to provide the additional requested information.

PROPOSAL QUESTIONS

No interpretation of the meaning of the RFP will be made to any Respondent verbally. Respondents are encouraged to promptly notify the APO's Executive Director of any apparent major inconsistencies, problems or ambiguities in this RFP. Any questions regarding this RFP must be submitted by email only to:

Brian Gibson
APO Executive Director
gibson@stcloudapo.org

For the benefit of all potential respondents, all proposal questions and responses will be posted on the Saint Cloud Area Planning Organization website:

https://stcloudapo.org/current-plans/current-upwp/travel-demand-model-calibration-2055-socio-economic-forecast/

No other project personnel are allowed to discuss the RFP before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

To be given consideration, all questions regarding this RFP must be received no later than noon Central time on December 11, 2026.

GENERAL INFORMATION

Respondents must adhere to all terms of this RFP. Late proposals will not be considered. All costs incurred in responding to this RFP will be borne by the Respondent.

APO NOT OBLIGATED TO COMPLETE PROJECT

This RFP does not obligate the Saint Cloud Area Planning Organization (APO) to award a Contract or complete the planning study, and the APO reserves the right to cancel the solicitation if it is considered to be in its best interest.

DISPOSITION OF RESPONSES

All materials submitted in response to this RFP will become property of the APO and will become public record after the evaluation process is completed and an award decision made. If the respondent submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the respondent must:

- Clearly mark all trade secret materials in its response at the time the response is submitted.
- Include a statement with its response justifying the trade secret designation for each item.
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the APO, its agents and employees, from any judgments or damages awarded against the APO in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the APO's award of a Contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the APO. The APO is required to keep all the basic documents related to its Contracts, including responses to RFPs for a minimum of seven years.

The APO will **not** consider the prices submitted by the respondent to be proprietary or trade secret materials.

- **Patent Rights:** The Common Grant Rules require provisions consistent with Dept. of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," 37 CFR Part 401.
- **Rights to Data:** When FHWA provides federal assistance to support the costs of a research, development, demonstration, or a special studies project, FHWA generally seeks sufficient rights in the data developed so that the resulting data can be made available to any FHWA recipient, sub-recipient, third party contractor, or third-party subcontractor.

Responses to this RFP will not be open for public review until the APO decides to pursue a Contract and that Contract is executed.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL.

Socially and economically disadvantaged businesses are encouraged to respond to this solicitation. Larger firms are encouraged to sub-contract with socially and economically disadvantaged businesses when economically feasible.

The MnDOT Office of Civil Rights has assigned a ***DBE Neutral*** goal to this project.

Each responder is required to submit a bidders list of all subcontractors and suppliers (both DBE and non-DBE) on projects with a DBE Neutral goal. While DBE participation is encouraged on proposals with a DBE Neutral goal, responders are not required to submit Good-Faith-Effort documentation. See DBE Special Provisions, Appendix C.

EXCLUDED PARTIES LISTING SYSTEM.

Before entering into a third-party contract or subcontract, the APO shall check the Excluded Parties Listing System (EPLS) at www.sam.gov to ensure the selected vendor or contractor has not been excluded from doing business with the federal government or its grantees. The APO shall document that the EPLS has been checked.

PROPOSAL PROTEST PROCEDURE

1. A formal letter of protest must be received at the APO Office to the attention of Brian Gibson, Executive Director, within ten (10) business days of the date of the award notification letter. The letter must state specifically the reason for the protest and include any documentation needed to substantiate the claim(s).
2. The APO will have ten (10) business days from the date of receipt of the protest letter in which to make a written response. The Saint Cloud APO may extend the period for purposes of investigating the protest, if it is warranted, by notifying the complainant in writing of their intentions within the above mentioned response time.
3. If the complainant, after receiving the final written response from the Saint Cloud APO, is not satisfied that the reason for protest has been sufficiently resolved, he/she may file a request for an appeal to be heard by the Saint Cloud APO. Such request must be written and received within the (10) business days from the date of the Saint Cloud APO response letter. The letter shall be made to the attention of Brian Gibson, Executive Director, who will schedule the hearing for the next available Saint Cloud APO Board meeting, and inform the complainant in writing of said date and time.
4. Saint Cloud APO will not receive any service or product described in the PROPOSAL document from the successful Proposal until the protest has been resolved. Complainants do have the right to protest directly to FHWA if they choose.

EVALUATION AND CONTRACTING TIMELINE

It is anticipated that the evaluation and selection will be completed according to the following schedule:

Nov. 16, 2026	RFP posted
Dec. 11, 2026	Deadline for questions by email only (noon Central time)
Dec. 15, 2026	Deadline for APO responses to questions to be posted at https://stcloudapo.org/current-plans/current-upwp/travel-demand-model-calibration-2055-socio-economic-forecast/ (noon Central time)
Dec. 31, 2026	Deadline for RFP submittals (noon Central time)
Jan. 15, 2027	Evaluation and scoring of RFP submittals
Jan. 15, 2027	Notification of Awardee OR of Firms in "Competitive Range" *(if necessary)*
Jan. 29, 2027	Contract Negotiations with Awardee OR Negotiations with Firms in "Competitive Range" *(if necessary)*
Feb. 15, 2027	MnDOT contract approval deadline
March 1, 2027	Notice to proceed (contingent upon all necessary contract approvals)
Dec. 31, 2027	Deadline for all work on this contract to be completed

EXHIBIT A – MAPS AND PHOTOS OF STUDY AREA



EXHIBIT B – SAMPLE PRICE PLAN

TASK	PROFESSIONAL HOURS				COST
	Alex A.	Bill B.	Carrie C.	Totals	
HOURLY RATES	$55	$45	$35		
TASK 1 (HRS.)					
TASK 1.1 (HRS.)	2	12	35	49	**$1,875.00**
TASK 1.2 (HRS.)	0	6	12	18	**$690.00**
TASK 1 SUBTOTAL	2	18	47	67	**$2,565.00**
TASK 2 (HRS.)					
TASK 2.1 (HRS.)	6	24	8	38	**$1,690.00**
TASK 2.2 (HRS.)	2	16	12	30	**$1,250.00**
TASK 2 SUBTOTAL	8	40	20	68	**$2,940.00**
LABOR SUB-TOTAL (HRS.)	**10**	**58**	**67**	**135**	
LABOR COST	$550.00	$2,610.00	$2,345.00		**$5,505.00**
OVERHEAD				145%	**$7,982.25**
FIXED-FEE				12%	**$1,618.47**
TRAVEL					**$725.00**
PRINTING AND MAILING					**$200.00**
TOTAL COST					**$16,030.72**

*If sub-contractors are used, each sub-contractor should include a similar price plan for their respective task(s).

EXHIBIT C – D.B.E. SPECIAL PROVISIONS

DBE NEUTRAL GOAL

POLICY STATEMENT

It is the policy of the Minnesota Department of Transportation (Mn/DOT) that DBEs, as defined in 49 C.F.R. Part 26, and other small businesses shall have the maximum feasible opportunity to participate in contracts financed in whole or in parts with federal funds. Consistent with this policy and Title VI of 1964 Civil Rights Act, Mn/DOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any U.S. Department of Transportation (DOT) assisted contract because of sex, race, color, or national origin. Mn/DOT has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the DOT, 49 C.F.R. Part 26 to implement this policy.

CONTRACT ASSURANCE

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out all the applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Mn/DOT deems appropriate.

Furthermore, Title VI of the Civil Rights Act of 1964 assures that no person or group of persons may, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities administered by Mn/DOT. For further information regarding Title VI, please contact the Office of Civil Rights, 395 John Ireland Blvd., MS 170, St. Paul, MN 55155-1899. The telephone number is: (651) 366-3073.

The above information is applicable to every contractor including every tier of subcontractors, supplier or service providers on this project. It is the responsibility of the prime contractor, subcontractors, suppliers and service providers to ensure equal opportunity for all firms to participate on this project.

DBE GOAL

A **DBE Neutral** goal has been assigned to this procurement.

ADDITIONAL SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Whenever an additional subcontractor, supplier, or service provider is selected, and this information has not been previously reported to the Mn/DOT Office of Civil Rights, the Contractor or its designated OCR Officer shall promptly provide Mn/DOT OCR office with the following information regarding the subcontract:

1. The name of the subcontractor, supplier, or service provider;
2. The total dollar amount of the subcontract;

3. The specific work items covered by the subcontract;
4. Estimated quantities of each work item; and
5. Individual unit prices (if applicable).

SUBMITTAL OF DOCUMENTATION

Upon award of the contract, the Contractor shall submit on the attached Bidders List [1], a complete list of all subcontractors, service providers, suppliers, and consultants that submitted bids, and shall indicate the successful quotes that will be used on the contract.

Additionally, during the life of the contract, the Contractor shall submit progress payment reports on the attached Contractor Payment Form regarding the payments made to its subcontractors, suppliers, service providers, and sub-consultants. In accordance with federal regulations and Minnesota's Prompt Payment law, Contractors are required to pay their subcontractors within ten (10) days of receiving progress payments from Mn/DOT. Contractors are also required to submit to the Project Engineer and the Mn/DOT OCR the Contractor Payment Forms no later than ten (10) days after receiving payment from Mn/DOT.

[1] Fillable PDF version available at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=15744165

DEPARTMENT OF TRANSPORTATION

MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS

BIDDERS LIST

Construction Projects-Enter this information into CRL

State Project No.:_____ Letting Date _____ **TGB** **VET Business**

Prime Contractor _____ Commitment _____ Commitment _____

Proposed Cost _____ Goal _____ Goal _____

List all comparative quotes of participants performing on the project and participants that bid. Include Subcontractors, Suppliers, Sub-consultants & Service providers.

Name, Contact Name and Phone number of Contractor *	Check (√) Firms That Will Be Used	Description of Work	Dollar Amount of Subcontract/Quote
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11			
12.			

* Please indicate with a check mark (√) which subcontractors, suppliers, sub-consultants & service providers you will be using on the project.

(Make additional copies of this form as necessary)

MnDOT OCR Page ____ of ____
01/2017

EXHIBIT D – FEDERAL CONTRACT CLAUSES

REQUIRED CONTRACT CLAUSES

The Contractor agrees to comply with the following requirements and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable.

A. ACCESS TO RECORDS AND REPORTS
2 CFR §200.336

ACCESS TO RECORDS - The following access to records requirements apply to this Contract:

The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred in connection with work and services performed under this contract. The Contractor must make such materials available at its office at all reasonable times during the term of this contract, and for six years from the date of final payment under this contract, for inspection by the Saint Cloud APO. Copies of such materials will be furnished to the Saint Cloud APO upon one week notice during the term of this contract and for six years from the date of final payment under this contract.

B. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

NO OBLIGATION BY THE STATE OR FEDERAL GOVERNMENT - (1) The Saint Cloud APO and Contractor acknowledge and agree that, notwithstanding any concurrence by the State or Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the State or Federal Government, the State or Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Saint Cloud APO, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with State or Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS - (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further

acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

All invoices submitted to the Saint Cloud APO for payment shall include the following certification signed by the Contractor's Project Manager:

> *"I certify to the best of my knowledge the belief that this request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the project contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me and my employer to criminal or civil penalties for fraud, false statements, false claims, or otherwise."*

D. CIVIL RIGHTS REQUIREMENTS
29 U.S.C. §623, 42 U.S.C. §2000; 42 U.S.C. §6102, 42 U.S.C. §12112; 42 U.S.C. §12132, 49 U.S.C. §5332; 29 CFR PART 1630, 41 CFR PARTS 60 ET SEQ.

CIVIL RIGHTS - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with 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, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FHWA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction

activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(b) *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(c) *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA, modified only if necessary to identify the affected parties.

E. BREACHES AND DISPUTE RESOLUTION

DISPUTES - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

PERFORMANCE DURING DISPUTE - Unless otherwise directed by the Saint Cloud APO, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

CLAIMS FOR DAMAGES - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

REMEDIES - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Saint Cloud APO and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Minnesota.

RIGHTS AND REMEDIES - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Saint Cloud APO or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR PART 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.*

b. Respondents are directed to read the DBE Special Provisions, as posted at http://www.dot.state.mn.us/consult/index.html under the Prof/Tech Notices section B. The DBE Special Provisions explains how to comply with the DBE requirements. In particular, see language regarding document(s) that a respondent must submit with its proposal. The form required in the proposal can be found on page C-3 of this document. To view a listing of certified DBE's, please contact the Mn/DOT Office of Civil Rights at 651-366-3073, TTY 651-282-5799, or visit their website at http://www.dot.state.mn.us/civilrights.

c. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the APO deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

d. The Contractor will be required to report its DBE participation obtained through DBE neutral means throughout the period of performance.

e. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the Saint Cloud APO**.** In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.]

[is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Saint Cloud APO and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

f. The Contractor must promptly notify Saint Cloud APO, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the APO**.**

G. PROCUREMENT OF RECOVERED MATERIALS
2 CFR §200.322

PROCUREMENT OF RECOVERED MATERIALS - The following requirements apply to the underlying contract:

The Saint Cloud APO and the Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

H. DISCLAIMER

DISCLAIMER – For contracts funded with federal funds, all final documents produced under this contract shall include the following statement on the title page:

> *"The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation."*

For contracts funded with federal and state funds, all final documents produced under this contract shall include the following statement on the title page:

> *"The preparation of this report has been funded in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration, and the Minnesota Department of Transportation. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented therein. The contents do not necessarily reflect the official views or policies of the U.S.*

Department of Transportation or the Minnesota Department of Transportation. This report does not constitute a standard, specification, or regulation."

I. TERMINATION FOR CAUSE AND FOR CONVENIENCE
2 CFR PART 200, APPENDIX II(B)

TERMINATION OF AGREEMENT - Either the Contractor or the APO may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this Agreement in whole or in part. In the event of termination, all property and finished or unfinished documents and other writing prepared by the Contractor under this Agreement shall be delivered to the APO and the Contractor shall be entitled to compensation for time expended and expenses incurred to the date of termination.

J. FEDERAL CHANGES

FEDERAL CHANGES – Contractor shall at all times comply with all applicable State and Federal regulations, policies, procedures and directives. Contractor's failure to so comply shall constitute a material breach of this contract.

K. LOBBYING

LOBBYING – Contracts for *more than $100,000* must require the contractor and any subcontractor(s) to file a lobbying certification. The funding threshold is based on the total contract award (i.e., prime and any subs).

L. REMEDIES
2 CFR PART 200, APPENDIX II(A)

REMEDIES - Contracts for *more than $150,000* must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

M. CLEAN AIR AND CLEAN WATER
42 U.S.C. 7401 – 7671Q.; 33 U.S.C. 1251-1387

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT - Contracts for *more than $150,000* must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the FHWA and the Regional Office of the Environmental Protection Agency (EPA).

OTHER REQUIRED CONTRACT CLAUSES

The Contractor agrees to comply with the following additional requirements.

N. CONDITIONS OF PAYMENT

All services provided by the Contractor under this contract must be performed to the satisfaction of the Saint Cloud APO and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Consultant will not receive payment for work found by the Saint Cloud APO to be unsatisfactory or performed in violation of federal, state, or local law.

O. ASSURANCES – NON-CONSTRUCTION PROGRAMS

The Contractor certifies that it complies with all the applicable clauses identified in SF-424B, Assurances – Non-Construction Programs, as provided at https://www.grants.gov/forms/sf-424-family.html.

EXHIBIT E – REQUIRED AFFIDAVITS AND CERTIFICATIONS

AFFIDAVIT OF NONCOLLUSION (SEE PAGE E-4)
CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM (SEE PAGE E-5)
AFFIRMATIVE ACTION CERTIFICATION (SEE PAGE E-9)
IMMIGRATION STATUS CERTIFICATION (SEE PAGE E-11)
CERTIFICATION OF RESTRICTION ON LOBBYING (SEE PAGE E-13)
ASSURANCES FOR NON-CONSTRUCTION PROGRAMS (SEE PAGE E-14)
CERTIFICATE OF LIABILITY INSURANCE (SEE PAGE E-18)

DESCRIPTION OF REQUIRED FORMS

AFFIDAVIT OF NONCOLLUSION

Respondents must complete the "Affidavit of Noncollusion" found in this Appendix and include it with the response. The successful respondent will be required to submit acceptable evidence of compliance with workers' compensation insurance coverage requirements prior to execution of the Contract. The successful respondent will be required to submit pre-award audit information and comply with audit standards.

ORGANIZATIONAL CONFLICTS OF INTEREST

The respondent warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to Saint Cloud APO, or the successful respondent's objectivity in performing the Contract work is or might be otherwise impaired, or the successful respondent has an unfair competitive advantage. The respondent agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the APO, which must include a description of the action, which the successful respondent has taken or proposes to take to avoid or mitigate such conflicts.

If an organization conflict of interest is determined to exist, the APO may, at their discretion, cancel the Contract. In the event the respondent 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, the APO 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 Saint Cloud APO's rights. Respondents must complete the "Conflict of Interest Checklist and Disclosure Form" and submit it along with the response, but not as a part of the response.

AFFIRMATIVE ACTION DATA

For all Contracts estimated to be *in excess of $100,000*, respondents are required to complete the "Affirmative Action Certification" page and include it with the response.

IMMIGRATION STATUS CERTIFICATION

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security. *E-Verify* program information can be found at http://www.dhs.gov/ximgtn/programs.

If any response to a solicitation is or could be *in excess of $50,000*, vendors and subcontractors must certify compliance with items 1 and 2 of the Immigration Status Certification by completing the required form and submitting it with their proposal.

In addition, prior to the delivery of the product or initiation of services, vendors must obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

RESTRICTIONS ON LOBBYING

Contractors that apply or bid for an award of *$100,000 or more* must complete the required certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The respondent must submit the required form with their proposal.

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.

STANDARD OF PERFORMANCE, INSURANCE AND INDEMNITY

All services to be performed by Contractor hereunder shall be performed in a skilled, professional and non-negligent manner. Contractor shall obtain and maintain at his/her/its cost and expense:

1. **Comprehensive general liability insurance** that covers the consultant services performed by Contractor for the APO with a combined single limit of liability of at least One Million Dollars ($1,000,000.00).
2. **Errors and omissions or equivalent insurance** that covers the contractor services performed by Contractor for the APO with a combined single limit of liability of at least One Million Dollars ($1,000,000.00).
3. **Worker's compensation insurance** covering Contractor (if an individual) and all of Contractor's employees with coverages and limits of coverage required by law.

The Contractor shall indemnify and hold harmless the APO from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities and damages arising out of the performance of his/her/its services hereunder.

The Contractor certifies that Contractor is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Contractor (if an individual) nor Contractor's employees and agents will be considered Saint Cloud APO employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Contractor and any claims made by any third party as a consequence of any act or omission on the part of Contractor or any employee of Contractor are in no way Saint Cloud APO's obligation or responsibility. By signing this Agreement, Contractor certifies that Contractor is in compliance with these laws and regulations.

Contractor shall deliver to Saint Cloud APO, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. Saint Cloud APO shall be named as an additional insured under such policy(ies). The insurer will provide at least thirty (30) days prior written notice to Saint Cloud APO, without fail, of any cancellation, non-renewal, or modification of any policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to Saint Cloud APO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Contractor shall provide Saint Cloud APO with appropriate endorsements to its policy(ies) reflecting the status of Saint Cloud APO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided the APO by the insurance company providing such insurance policy to Contractor.

The Contractor shall require any subcontractor permitted by the APO under Section 3 hereof to perform work for the Contractor on the Project to have in full force and effect the insurance coverage required of the Contractor under this Agreement before any subcontractor(s) begin(s) work on the Project. The Contractor shall require any such subcontractor to provide to the Contractor a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Contractor and the APO shall be named as additional insureds under such policies. The insurer will provide 30-day written notice to the APO and the Contractor, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to the APO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. The APO shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of the APO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided the APO by the insurance company providing such insurance policy(ies).

AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

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

Respondent's Firm Name:_____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this: _____day of_____

Notary Public: _____

My commission expires: _____

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, 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. If a proposer determines a potential conflict of interest exists, it must disclose the potential conflict to the APO; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair "taint" of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. The APO 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. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the APO.

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

STATUTORY GUIDANCE. Minnesota Statutes §16C.02, subd. 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 Saint Cloud APO project if a local government has also retained the proposer for the purpose of persuading the APO 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 Saint Cloud APO 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 Saint Cloud APO employees, or their immediate family members. Comment: this provision is not intended to supersede any Saint Cloud APO 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:

_____ _____

Signature Date

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

_____ _____

Name Phone

AFFIRMATIVE ACTION CERTIFICATION

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

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

Your response will be rejected unless your business:

Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR) -or- Has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

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

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to Box C. Include a copy of you Certification with your response**
- ☐ We do not have a current Certificate of Compliance; However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____(date). If the date is the same as the response due date, indicate the time your plan was received: _____(time). **Proceed to Box C.**
- ☐ We do not have a Certification of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to Box C. Contact the MDHR for assistance. (See below for contact information)

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

BOX B – For those companies not described in BOX A

Check below

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

BOX C – For all companies

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Phone: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th Street, Suite 700
Saint Paul, Minnesota 55101

Email: employerinfo@therightsplace.net

Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Fax: (651) 296-9042

TTY: (651) 296-1283

IMMIGRATION STATUS CERTIFICATION

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at http://www.dhs.gov/ximgtn/programs.

If any response to a solicitation is or could be in excess of $50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this Contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Phone: _____

Printed Name: _____ Title: _____

If the Contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United

States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the Contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the Contract, and/or suspending or debarring the Contract vendor from state purchasing.

For assistance with the E-Verify Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Building, 50 Sherburne Avenue, St. Paul, Minnesota 55155
E-Mail: MMDHelp.Line@state.mn.us
Telephone: 651-296-2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1-800-627-3529

CERTIFICATION OF RESTRICTION ON LOBBYING

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the bidder/company named below that:

1. No Federal or state appropriated funds have been paid or will be paid by or on behalf of the bidder/company, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The bidder/company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), **which exceeds $100,000**, and that all such subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

Name of Bidder / Company Name: _____

Type or print name: _____

Signature of authorized representative: _____

Date ___ / ___ / ___

Title of authorized official: _____

ASSURANCES FOR NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
    a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

e. the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

i. any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

j. the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following:
    a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
    b. notification of violating facilities pursuant to EO 11738;
    c. protection of wetlands pursuant to EO 11990;
    d. evaluation of flood hazards in floodplains in accordance with EO 11988;
    e. assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
    f. conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
    g. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and,
    h. protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or sub-awards under the award.

SIGNAUTRE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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