MINNESOTA DEPARTMENT OF ADMINISTRATION

REQUEST FOR PROPOSAL FOR
Professional Services for Construction Testing and Inspection

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 our 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 http://www.mmd.admin.state.mn.us/mn02001.htm
REQUEST FOR PROPOSALS (RFP)

Minnesota Department of Administration
Real Estate and Construction Services (RECS)

Project Overview

Professional Services for Construction Testing and Inspection

The State of Minnesota (State), through its Department of Administration’s Real Estate and Construction Services (RECS), requests proposals and fee schedules from firms and individuals (Responder). Responder to provide under the direct supervision of a Professional in the field of the area being tested, registered or certified in the State of Minnesota and with a minimum of five (5) years’ experience with the type of work requiring testing and inspection. The purpose of this RFP is to create a new Master Contract program.

NOTE: Current master contracts used by the Minnesota Department of Administration, Real Estate and Construction Services Division for Construction Testing and Inspection Services expire on October 31, 2019. Consultants with an existing master contract expiring on October 31, 2019 must submit a proposal to be considered for a new master contract.

(NEW) Selection Process

The Master Contract for Construction Testing and Inspection program RFP will be available online throughout the five (5) year Master Contract period (October 1, 2019 – September 30, 2024). Responses will only be accepted until May 30, 2024. Responses should only be sent via email to the email address listed in #4 below. Responses that meet the pass/fail qualifications will be awarded a Master Contract.

How to respond to the RFP:
2. Review the RFP, Questions and Answers Fact Sheet, Submission Checklist and other applicable information on the website
3. If applicable, email questions to recs.contract.drafting@state.mn.us (questions that have not already been answered in the Question and Answers Fact Sheet will be added as they are received) Subject line of email should be labeled “Questions to Construction Testing/Inspection Master Contract RFP”
4. Email completed response to recs.contract.drafting@state.mn.us, (this is the only acceptable email address to submit responses) Subject line of email should be labeled “Response to Construction Testing/Inspection Master Contract RFP”
5. If the application receives a passing score from the review team, the vendor will be sent an award email
6. If the Response receives a failing score from the review team, the vendor will be sent a non-award email
7. Awarded firms will need to submit insurance. Once documents are drafted and insurance is received, the contract will be routed and signed electronically through SWIFT.

*Note:
- Any response received that does not meet the minimum qualifications and fails the first submission shall wait thirty (30) days from the fail date to resubmit;
- Any response that fails a second attempt shall wait sixty (60) days from fail date to resubmit;
Responders that fail three (3) or more attempts shall wait one (1) year from the fail date to resubmit a response.

Goals

RECS intends to enter into a Professional and Technical Services Master Contract with qualified Responders.

A Master Contract is a contract that spells out most, but not all of the terms between the signing parties. Its purpose is to speed up and simplify future Work Order Contracts. A Master Contract with the State is not a guarantee of receiving work issued in a Work Order Contract. A complete detailed description of required work will be furnished in each Work Order Contract issued under Master Contracts resulting from this RFP.

Work Order Contracts will be issued for individual testing and inspection projects. Dependent upon the expected fee for the project, proposals may need to be solicited from multiple firms having a Master Contract for testing and inspection services.

Multiple Responders may be offered a Master Contract to perform work. It is the goal of this RFP to establish a Master Contract with qualified Responder(s) who are available to assist the State with the following services: Geotechnical, Concrete Testing and Inspection, Masonry Testing and Inspection, Structural Steel Testing and Inspection, Pavement Testing and Inspection, Window/Curtainwall Testing and Inspection, Roofing/Waterproofing Testing and Inspection, Fireproofing/Firestopping Testing and Inspection, Sealant Pull tests, Fluid-Applied Vapor Barrier Testing, Phase I and II Archaeological Resources Investigations, Phase I and II Environmental Investigation and Remediation Services. These projects will occur over a five-year period.

The Master Contracts will be available for use by all state agencies and Minnesota State Colleges and Universities.

RFP Documents

1. In addition to Tasks above, and the attachments, the following documents are considered to be part of this RFP and may be found at http://mn.gov/admin/government/construction-projects/manuals-guidelines-forms/forms/index.jsp
   - Exhibit D
     - D1, State Insurance Requirements
     - D2, Consultant Certificate of Insurance (to be provided by the Responder if awarded a contract)
   - Exhibit E, Workforce Certification (to be completed by Responder) (attached)
   - Exhibit E1, Equal Pay Certificate (to be completed by the Responder) (attached)
   - Exhibit F, Certification Regarding Lobbying (to be completed by Responder) (attached)
   - Exhibit G, State’s Designer Procedures Manual
   - Exhibit H, AIA 201 General Conditions (2017 Edition) as modified by the state. (Available from the Real Estate and Construction Services and incorporated by reference)
   - Exhibit I, Affidavit of Noncollusion (to be completed by Responder) (attached)
   - Exhibit J, Not Used
   - Exhibit K, Not Used
   - Exhibit L, Not Used
   - Exhibit M, Veteran-Owned Preference Form (if applicable) (attached)
   - Exhibit O, Resident Vendor Form (if applicable) (attached)
2. The term of this contract is anticipated to run from varying dates starting as early as October 1, 2019 and ending no later than September 30, 2024, with no additional options to renew.

3. This request for proposal does not obligate the state to award a contract or complete the project, and the state has the right to cancel the solicitation if it is considered to be in its best interest.

4. Prospective responders who have any questions regarding this request for proposal should email the questions to:

   recs.contract.drafting@state.mn.us
   Real Estate and Construction Services

   Subject line of email should be labeled “Questions to Construction Testing/Inspection Master Contract RFP.”

   Other personnel are NOT authorized to discuss this request for proposal with responders. Contact regarding this RFP with any personnel not listed above could result in disqualification.

   Answers will be provided in the Question and Answers Fact Sheet. All Questions and Answers will be posted at https://mn.gov/admin/business/vendor-info/construction-projects/contracts/testing-inspection/.

What to Include in Your Proposal

By submission of a proposal, the Responder affirms its willingness to abide by the terms and conditions of the State’s contract documents. By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award and may subject the responder to suspension or debarment proceedings as well as other remedies available by law. **The proposal must contain an Hourly Fee Schedule and a completed Exhibit A as described below; proposal will not be evaluated and will be rejected if an Hourly Fee Proposal and a completed Exhibit A are not received:**

1. Exhibit A, with project experience and reference information for each bolded category of service selected; see more detailed description in Selection Process section below
2. Hourly Fee Schedule; see more detailed description below (labeled Exhibit B)
3. Completed Submission Checklist
4. Provide statement regarding any conflict of interests (see General Requirements)
5. Complete the following forms (available at http://mn.gov/admin/government/construction-projects/manuals-guidelines-forms/forms/index.jsp):
   - Organizational Conflict of Interests form (see General Requirements Conflicts of Interest and Organizational Conflict of Interest clauses)
   - Exhibit E, Workforce Certification
   - Exhibit E1, Equal Pay Certificate
   - Exhibit F, Certification Regarding Lobbying
   - Exhibit I, Affidavit of Non Collusion
   - Corporate Resolution (to be submitted by responder)
   - TG/ED Certification (to be submitted by responder if applicable)
   - Exhibit M, Veterans Preference Form (if applicable)
Fee Schedule

1. A range of fees for a position is not acceptable. Responder must submit with its proposal a fee schedule showing the hourly rates for each employee of the Responder for each of the following:
   - Hourly rate for projects located within a 50 mile radius of Responder’s Office Location—Hourly rate must include all travel time, travel expenses, and other project-related expenses, which include but are not limited to mileage, meals, lodging, telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. State will not pay for travel time.
   - Hourly rate for projects located more than a fifty (50) mile radius of Responder’s Office Location—Hourly rate must include travel expenses, and other project-related expenses, which include but are not limited to mileage, meals, lodging, telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. Responder may invoice travel time at this rate.

2. Reimbursable Expenses: There are no allowable reimbursable expenses. All travel expenses and other project-related expenses are included in the Responder’s hourly rates provided in response to paragraph 1 above. The State reserves the right to modify the allowable reimbursable expenses prior to execution of a Work Orders from the Master Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget. A copy of the Commissioner’s Plan is available on the web at: http://www.mmb.state.mn.us/comp-commissioner (click on “Commissioner’s Plan” in the right side column). The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

A fee schedule may be revised once a year after the awarded firms’ execution/start date of their Master Contract, however, hourly rates may not exceed a 3% increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date received by the State.

Proposal Qualifications

1. Qualified Responder(s) meeting the requirements of this RFP will be offered a Master Contract on a pass/fail basis. Qualifications will be based upon project experience as in any of the various service categories. You do not need to be qualified for each service area. Please select each of the different services areas you would like to be evaluated upon in the attached Exhibit A.

2. To determine pass or fail, the state will evaluate responses based upon a minimum of three (3) project references for each bolded category of service you have selected in Exhibit A. Responses are to include the following information for each project:
   - Project title, scope, and dates started and completed
   - Name and number of years’ experience of Responder’s staff member supervising the project (must be minimally 5 years of experience and must be licensed, registered or certified in the State of MN as required by law)
   - Client’s company name, mailing address, and
   - Client’s contact person name, position title, telephone and fax numbers

3. Although a minimum of three projects will determine a pass or fail, it is important that Responders submit as much project experience information as possible. It is important because after the Master
Contracts are fully executed, and when a specific project arises, the project experience of all firms having a Master Contract will be reviewed and the firm having the project experience qualifications most closely matching the needs of the specific project may be selected to receive a work order.

How to Submit Your Proposal

All responses to the RFP must be submitted via recs.contract.drafting@state.mn.us.

All responses should be in submitted in .pdf editable format (unlocked).

All responses must include the following separately attached documents, unless otherwise specified:
1. a completed Exhibit A;
2. an Hourly Fee Schedule (label Exhibit B);
3. a completed Submission Checklist
4. a separate document containing all Non-Public/Trade Secret data (as defined by Minn. Stat. §13.37). NOTE: all non-public/trade secret data must be a separate document labeled “Non Public/Trade Secret Data”. The State is unable to ensure the protection of non-public/trade secret data contained in any other attachment.

All costs incurred in responding to this RFP will be borne by the Responder.
Fax and printed proposals will not be accepted or considered during the RFP acceptance period.

The State is not obligated to complete this RFP and the State reserves the right to cancel this solicitation if it is considered to be in its best interest. This Request for Proposals and Fee Schedules is not a guarantee of work and it does not obligate the State to award any contracts or work orders.

The State reserves the right to not use Master Contracts if it is considered to be in its best interest.

State’s Contract Formats—An Example of the Master Contract that may result from this RFP can be found at: http://www.mmd.admin.state.mn.us/pdf/mastercontract.pdf. The State reserves the right to modify the contract language from the above contract format prior to execution of a contract.

Responses that do not provide the information requested may be delayed or may be considered non-compliant and rejected.

Mandatory Requirements (Scored as Pass/Fail)

The following will be considered on a pass/fail basis:

1. Proposals must be received via email to recs.contract.drafting@state.mn.us.

2. Proposals must include a completed Exhibit A with project experience and reference information for each bolded category of services selected (in order to receive a passing score, a minimum of three (3) project references are needed for each bolded category of services your firm selects in Exhibit A. Responder’s staff member supervising the project must have a minimum of 5 years of experience and must be licensed, registered or certified in the State of MN as required by law)

3. Proposals must include an Hourly Fee Schedule (labeled Exhibit B, as a separately attached document).

4. Proposals must include a completed Submission Checklist
General Requirements

Affidavit of Noncollusion
Each responder must complete the attached Exhibit I, Affidavit of Noncollusion and include it with the response.

Conflicts of Interest
Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

Proposal Contents
By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Disposition of Responses
All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:
- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State’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 State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Notwithstanding the above, if the State contracting party is part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

Contingency Fees Prohibited
Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Sample Contract
You should be aware of the State’s standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services Master Contract is available at http://www.mmd.admin.state.mn.us/pdf/mastercontract.pdf for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions
may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

**Reimbursements**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner’s Plan” promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**Organizational Conflicts of Interest**

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor’s objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration’s Office of State Procurement (“OSP”) which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve the State’s rights.

**Preference to Targeted Group (TG) and Economically Disadvantaged Business (ED)**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG and ED businesses must be currently certified by the Office of State Procurement prior to the solicitation opening date and time. For information regarding certification, contact the Office of State Procurement Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

**Veteran-Owned Preference**

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, subd. 6a, the Commissioner of Administration will award a 6% preference in the amount bid 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 Department of Administration/Office of State Procurement as being a veteran-owned or service-disabled veteran-owned small business. 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-
Submit the appropriate documentation with the solicitation response to claim the veteran-owned preference. Statutory requirements and documentation must be met by the solicitation response due date and time to be awarded the preference.

**Work Force Certification**
For all contracts estimated to be in excess of $100,000, responders are required to complete the attached Affirmative Action Data page and return it with the response. As required by Minnesota Rule 5000.3600, “It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400-5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400-5000.3600 are available upon request from the contracting agency.”

**Equal Pay Certification**
If the Response to this solicitation could be in excess of $500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

**Certification Regarding Lobbying**
Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must complete the attached Certification Regarding Lobbying and submit it as part of its proposal.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.**
Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Order 12549.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**
Instructions for Certification
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Insurance Requirements

A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers’ Compensation Insurance:** Except as provided below, Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability. Insurance **minimum** limits are as follows:

   $100,000 – Bodily Injury by Disease per employee
   $500,000 – Bodily Injury by Disease aggregate
   $100,000 – Bodily Injury by Accident
If Minnesota Statute 176.041 exempts Contractor from Workers’ Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers’ Compensation requirements.

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

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

- $2,000,000 – per occurrence
- $2,000,000 – annual aggregate
- $2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list ________________________________

State of Minnesota named as an Additional Insured, to the extent permitted by law

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

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

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor’s professional services required under the contract.

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

- $2,000,000 – per claim or event
- $2,000,000 – annual aggregate
Any deductible will be the sole responsibility of the Contractor and may not exceed $50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

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

C. Additional Insurance Conditions:

- Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor’s performance under this contract;

- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;

- Contractor is responsible for payment of Contract related insurance premiums and deductibles;

- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

- Contractor’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;

- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the Contract.

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

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

E-Verify Certification (In accordance with Minn. Stat. §16C.075)

By submission of a proposal for services in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United
States who will perform work on behalf of the State. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at [http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc](http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc). All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

**Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)**

The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

**Subcontractor Reporting**

The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of your contract may exceed $500,000, including all extension options, you must track and report, on a quarterly basis, the amount you spend with diverse small businesses. When this applies, you will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.
Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

**BOX A – COMPANIES** that have employed more than 40 full-time employees WITHIN MINNESOTA on any single working day during the previous 12 months, check one option below:

☐ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).

☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on ________________ (date).

**BOX B – NON-MINNESOTA COMPANIES** that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

☐ Attached is our current Workforce Certificate issued by MDHR.

☐ We certify we are in compliance with federal affirmative action requirements.

**BOX C – EXEMPT COMPANIES** that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

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

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

Name of Company: ________________________________ Date ________________________________

Authorized Signature: ________________________________ Telephone number: ________________________________

Printed Name and Title: ________________________________ Email: ________________________________

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services


Email: compliance.mdhr@state.mn.us  TTY: 651-296-1283
Exhibit F
CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over $100,000

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

__________________________________________
Organization Name

__________________________________________
Name and Title of Official Signing for Organization

By: _______________________________________
Signature of Official

__________________________________________
Date

Rev. 01/16
Firm Name:

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

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).

2. That the attached proposal submitted in response to the <insert name> Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.

3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder's firm name: ____________________________

Print authorized representative name: ____________________________ Title: ____________________________

Authorized signature: ____________________________ Date (mm/dd/yyyy): ____________________________

Notary Public

Subscribed and sworn to before me this:

______ day of ________________, __________

___________________________________________
Notary Public signature

___________________________________________
Commission expires (mm/dd/yyyy)
EXHIBIT M - STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM

EXHIBIT O - STATE OF MINNESOTA
RESIDENT VENDOR FORM