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 September 30, 2024. Consultants with an existing master contract expiring on September 30, 2024, **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 (September 1, 2024 – August 31, 2029). Responses will only be accepted until April 30, 2029. 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:

1. Visit https://mn.gov/admin/business/vendor-info/construction-projects/contracts/testing-inspection/
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 DocuSign.

*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 & Equal Pay Declaration (to be completed by Responder) (attached)
    - Exhibit F, Certification Regarding Lobbying (to be completed by Responder) (attached)
    - Exhibit G, State's Designer Procedures Manual
    - Exhibit H, AIA201 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 September 1, 2024 and ending no later than August 31, 2029, 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
   a. Point of Contact: Identify a single individual to whom the State may direct questions or send a project request for proposal as needed during the term of the Master Contract:
      Contact Person Name and Title
      Contact Person Phone Number
      Contact Person E-mail Address
   b. The cover page must be signed in ink by an authorized member of the firm as described in a corporate resolution or partnership document. Please provide the following information on the authorized signer:
      Authorized Signer's Name and Title
      Authorized Signer's Phone Number
      Authorized Signer's E-mail Address

4. 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 F, Certification Regarding Lobbying
   - Exhibit I, Affidavit of Non Collusion
   - Corporate Resolution (to be submitted by responder)
   - TG/ED Certification (if applicable, to be submitted by responder)
   - Exhibit M, Veterans Preference Form (if applicable)
   - Exhibit O, Resident Vendor Form (if applicable)

Fee Schedule

The responder is required to submit an hourly fee schedule **as a separately attached document**. The hourly fee schedule must show the hourly rates for each of the Responder's employees. The hourly rate must include all project-related expenses, which includes but are not limited to telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. A range of fees for a position is not acceptable. Note that on projects located within 100 miles roundtrip of the Responder's office location (accumulative mileage to and from site), the State ***will not*** pay for travel time or expenses. On projects located over 100 miles round trip of the Responder's office location, the State ***will*** pay for travel time and expenses per day for all work days (Monday through Sunday and State Holidays).

Reimbursable Expenses: The State reserves the right to modify the allowable reimbursable expenses prior to execution of Work Order 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: at https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp. 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.

Subconsultant and testing services, when approved by the State's Project Manager, will be negotiated as an additional service at one (1.0) times Responder's cost. There are no other allowable reimbursable expenses.

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 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

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, certified Targeted Group (TG) businesses and individuals submitting proposals as prime contractors will receive a twelve percent preference in the evaluation of their proposal, and certified Economically Disadvantaged (ED) businesses and individuals submitting proposals as prime contractors will receive a twelve percent preference in the evaluation of their proposal. Eligible TG businesses and ED businesses must be currently certified by the Office of Equity in Procurement (OEP) prior to the solicitation opening date and time. For information regarding certification, contact OEP at 651-201-2402 or procurement.equity@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

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 12% 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 Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business. 2) The principal place of business is in Minnesota AND the U.S. Small Business Administration verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 13, part 128 (Supported By Documentation). *See* Minn. Stat. § 16C.19(d).

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.

Consultant Performance Evaluation

If applicable, using Exhibit K, the State will evaluate the Consultant's and/or subconsultants' performance for work provided under work order contracts.

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. 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.

CONSTRUCTION TESTING AND INSPECTION SERVICES RFP- EXHIBIT A

Name of Firm _____ Proposal Dated_____

Responder shall indicate by checking the boxes below the categories of tests and inspections for which the firm is qualified.

***Attach project experience and reference information for each bolded category of service selected; a minimum of three (3) project references for each bolded category of service selected is required (see RFP Selection Process items 2 and 3 for further information).**

Geotechnical Services

- ☐ Pre-construction Soil Exploration and Testing
- ☐ Percolation Tests, Recommendations for Septic Systems
- ☐ Foundation and Pavement Design Recommendations
- ☐ Observation and Testing of Existing Soils during Excavation and Grading
- ☐ Laboratory Testing of Proposed Fill Material
- ☐ Observation and Testing of Fill and Backfill for Moisture, Compaction
- ☐ Other_____

Concrete Testing and Inspection Services

- ☐ Concrete, Grout Mix Design
- ☐ Observe and Document Formwork Construction
- ☐ Observe and Document Placement of Reinforcing Steel
- ☐ Slump, Temperature, and Air Entrainment Tests of Fresh Concrete
- ☐ Cast, Cure and Test Concrete Cylinders for Compressive Strength
- ☐ Other_____

Masonry Testing and Inspection Services

- ☐ Mortar, Masonry Fill Mix Design
- ☐ Laboratory Tests on Masonry Prisms
- ☐ Laboratory Test of Mortar and Core-fill for Compressive Strength and Bond Strength
- ☐ Special Inspection of Structural Masonry Construction (Continuous____/ Periodic____)
- ☐ Other_____

Structural Steel Testing and Inspection

- ☐ Strength Testing of Embedded Bolts
- ☐ Observe and Test Welded and Bolted Connections during Structural Steel and Precast Concrete Erection
- ☐ Observe and Test Welding and Screw Fastening during Metal Deck Installation
- ☐ Other_____

Pavement Testing and Inspection

- ☐ Observe and Test Rolling Operations on Subgrade Soils
- ☐ Field and Laboratory Tests on Aggregate Base
- ☐ Field and Laboratory Tests during Bituminous Paving (Continuous____/Periodic____)
- ☐ Other_____

Fireproofing / Firestopping Testing and Inspection

- ☐ Test Installed Spray-on Fireproofing for Thickness, Density, Adhesion
- ☐ Observe and Document Installation of Fire-Resistive Joint Systems
- ☐ Other_____

Other

- ☐ Window/Curtain Wall Testing and Inspection
- ☐ Roofing/Waterproofing Testing and Inspection
- ☐ Sealant Pull Tests
- ☐ Fluid-Applied Vapor Barrier Testing

Phase I Archaeological Resources Investigation

- ☐ Determine whether cultural resources are present within the project area, and whether these resources are potentially eligible for the National Register of Historic Places (NRHP).
- ☐ All field methods and reporting of the Phase I Archaeological Resources Investigation will comply with the Minnesota State Historic Preservation Office guidelines as well as federal guidelines, and will meet the requirements of the Secretary of the Interior's Standards.
- ☐ If an archaeological site is found, wash, analyze, and catalogue all recovered artifacts. Laboratory and curation procedures will follow appropriate standard guidelines
- ☐ Curate the artifacts at the Minnesota Historical Society under Contractor's curation agreement. Contractor's lab director will ensure that the cataloging and curation meet the requirements of Minnesota's repository guidelines.
- ☐ Other_____

Phase II Archaeological Resources Investigation

- ☐ Excavate and document designated features in accordance with Minnesota State Historic Preservation Office guidelines as well as federal guidelines, and will meet the requirements of the Secretary of the Interior's Standards.
- ☐ Record excavation data on standardized forms and in the log book of the principal investigator including location and methods of testing; the numbers, types, and locations of recovered cultural materials; the depth and thickness of excavated soil layers; soil textures and inclusions; and soil color according to Munsell color charts.
- ☐ Take up to 5 radiocarbon samples if suitable materials are encountered and complete standard radiometric analysis.
- ☐ Clean, catalogue, label and bag all recovered artifacts in accordance with professional standards and submit recovered materials to the Minnesota Historical Society for curation.
- ☐ Other_____

Phase I Environmental Investigation

- ☐ Complete a Phase I Environmental Site Assessment in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #8.
- ☐ Conduct a visual (existing structures) assessment for typical suspect asbestos containing materials (ACM).
- ☐ Assess the presence of PCBs at the subject site.
- ☐ Collect and evaluate available historical information to determine if evidence exists indicating an existing release, a past release, or a material threat of a release of hazardous substances, hazardous materials or petroleum products to the Property.
- ☐ Other_____

Phase II Environmental Investigation

- ☐ Prepare a workplan the Phase II Investigation in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #11 to determine if potential sources of contamination identified during the Phase I Investigation are causing a release or threatened release of hazardous substances, contaminants or pollutants to the soil, surface water and ground water on the property in question.
- ☐ Prepare a site safety and contingency plan in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #10.
- ☐ Conduct Phase II Environmental Investigation in accordance with approved work plan and in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- ☐ Other_____

Remediation Services

- ☐ Prepare and, upon approval, implement the Response Action Plan (RAP) and in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- ☐ Following completion of the RAP, prepare an Implementation Report for submission to the MPCA for review and approval in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- ☐ Other_____

Comments:

A. Describe Responder's qualifications, including unique qualifications:

B. For <u>each</u> bolded category of service checked, a minimum of three (3) project references is required (pass/fail). Include the following for each project reference:

1. **Project title**
2. **Scope**
3. **Dates started and completed**
4. **Name and number of years experience of Responder's staff member supervising the project (must be minimally 5 years of experience and must be registered or certified in the State of MN)**
5. **Client's company name, mailing address**
6. **Client's contact person name, position title, telephone and fax numbers**

There is no template for the Hourly Fee Schedule. Please upload an hourly fee schedule as required and described on page 4 of the RFP.

Exhibit D1

State/Consultant Basic Services
Insurance Requirements

A. Consultant 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. Consultant shall maintain such insurance in force and effect throughout the term of the contract.

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

1. **Workers' Compensation Insurance:** Except as provided below, Consultant must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Consultant will require the subConsultant 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 Consultant from Workers' Compensation insurance or if the Consultant has no employees in the State of Minnesota, Consultant must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Consultant from the Minnesota Workers' Compensation requirements.

   If during the course of the contract the Consultant becomes eligible for Workers' Compensation, the Consultant 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:** Consultant 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 Consultant or by a subConsultant or by anyone directly or indirectly employed by the Consultant 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

3. **Commercial Automobile Liability Insurance:** Consultant 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 Consultant will require the subConsultant to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

Exhibit D1

$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 Consultant may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Consultant's professional services required under the contract.

Consultant 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 Consultant and may not exceed $50,000 without the written approval of the State. If the Consultant desires authority from the State to have a deductible in a higher amount, the Consultant 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 Consultant 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 Consultant 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 Consultant to fulfill this requirement.

C. Additional Insurance Conditions:

- Consultant'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 Consultant's performance under this contract;

- If Consultant receives a cancellation notice from an insurance carrier affording coverage herein, Consultant agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Consultant'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;

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

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

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

- Consultant 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

Exhibit D1

- An Umbrella or Excess Liability insurance policy may be used to supplement the Consultant'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 Consultant is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Consultant. 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.

ACORD

EXHIBIT D1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): Date Cert. Typed

PRODUCER

Agent/Broker Name & Address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSUREERS AFFORDING COVERAGE

INSURED

Consultant/Vendor Name & Address

INSURER A: [illegible] Insurance Company

INSURER B: "

INSURER C: "

INSURER D: "

INSURER E: "

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF 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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ ☐ _____ GENERAL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	Policy Number	Effective date of policy	Expiration date of policy	EACH OCCURENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE PRODUCTS-COMP/OP AGG	$2,000,000 $50,000 $5,000 $2,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐ _____ ☐	Policy Number	Effective date of policy	Expiration date of policy	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EA AGG	$ $ $
C	EXCESS LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $	Policy Number (*Excess/Umbrella may be used to supplement the GL & Auto limits, to satisfy policy limits	Effective date of policy	Expiration date of policy	EACH OCCURRENCE AGGREGATE	$ * $ *
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number	Effective date of policy	Expiration date of policy	☒ WC STATU- ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	 $100,000 $100,000 $500,000
E	OTHER Professional Liability (applicable if design related services provided) ☒ CLAIMS MADE ☐ OCCUR	Policy Number	Effective date of policy	Expiration date of policy	Each Occurrence Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Project Location & Description: The State of Minnesota is named as an Additional Insured.

CERTIFICATE HOLDER | X | **ADDITIONAL INSURED; INSURER LETTER: _** | **CANCELLATION**

The State of Minnesota
Department of Administration-Real Estate & Construction Services
RECS.ConstructionCOI.ADM@state.mn.us

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESETNATIVE

Example

Exhibit E & Exhibit E1

Workforce and Equal Pay Declaration Page

This form is **required for all businesses** executing government contracts under the following:

Select one:

- ☐ Businesses executing a contract with **State or Metropolitan agencies** in excess of $100,000 (Workforce Certificate) and if applicable $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of $100,000 (Workforce Certificate) and if applicable $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of $250,000 (Workforce Certificate) and if applicable $1,000,000 (Equal Pay Certificate)

Select all that apply:

We are a Certificate holder:

- ☐ Workforce Certificate under the name: _____
- ☐ Equal Pay Certificate under the name: _____

We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY): _____
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY): _____

We have not applied for one or both certificates:

- ☐ Our Company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce and, if applicable, Equal Pay Certificate, or approved exemption by MDHR is required before a contract can be executed.

We are Exempt:

- ☐ We attest to MDHR that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

Business Information

Vendor/Supplier ID	**Business Name**	**Name of Contracting Agency**
Authorized Signatory Name	**Title**	**Date**
Signature	**Email**	**Phone**

For assistance with this form, email the Minnesota Department of Human Rights **Compliance.MDHR@state.mn.us**

Exhibit E

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

Exhibit I

Affidavit of Noncollusion

State of Minnesota

Request for Proposals

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)

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

Exhibit M
State of Minnesota
Veteran-Owned Preference Form

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 12% preference on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements (See Minn. Stat. § 16C.19(d))

1. The business has been certified by the Office of Equity in Procurement (OEP) as being a veteran-owned or service-disabled veteran-owned small business.

   or

2. The principal place of business is in Minnesota **and** the US Small Business Administration verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 13, part 128.

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference.

Claim the Preference

By signing below I confirm that:

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. By making this claim, I verify that:

- The business has been certified by the Office of Equity in Procurement (OEP) as being a veteran-owned or service-disabled veteran-owned small business.

  or

- My company's principal place of business is in Minnesota and the US Small Business Administration verifies my company as being a veteran-owned or service-disabled veteran-owned small business.

Name of company _____ Date: _____

Authorized signature _____ Telephone: _____

Printed name: _____ Title: _____

Sign and return this form with your solicitation response to claim the veteran-owned preference.

Exhibit O

STATE OF MINNESOTA
RESIDENT VENDOR FORM

In accordance with Laws of Minnesota 2013, Chapter 142, Article 3, Section 16, amending Minn. Stat. § 16C.02, subd. 13, a "Resident Vendor" means a person, firm, or corporation that:

(1) is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
(2) has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought;
(3) has a business address in the state; and
(4) has affirmatively claimed that status in the bid or proposal submission.

To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your bid or proposal.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*
   ☐ **Yes** ☐ **No (must check yes or no)**

2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.
   ☐ **Yes** ☐ **No (must check yes or no)**

3. Has a business address in the State of Minnesota.
   ☐ **Yes** ☐ **No (must check yes or no)**

4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.
   ☐ **Yes** ☐ **No (must check yes or no)**

BY SIGNING BELOW, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

IF YOU ARE CLAIMING RESIDENT VENDOR STATUS, SIGN AND RETURN THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION.