Request for Quotes (RFQ) Notice

Date of Request Notification: 11/20/2026

RFQ for Purposes of: Procurement of a video surveillance system for the transportation facility, including cameras for the garage, building exterior, entrances, parking areas, hallways, and employee common areas.

Semcac - Rolling Hills Transit is requesting quotes for the purposes of determining the preferred vendor that provides the best value for meeting our project needs. All vendors who adequately complete the attached Request For Quotes form will be considered for this project.

Semcac - Rolling Hills Transit is considering the following project: This project will install a new camera system at the SEMCAC Rolling Hills Transit facility in Kasson, Minnesota. This project will add 12 new exterior and 5 interior cameras with all necessary wiring. .

In order for a vendor to be qualified for this project, the following requirements must be addressed and considered in the submittal of the Request For Quote form.
Semcac Transportation is seeking qualified vendors to provide, install, configure, and support a video surveillance system for its transportation facility. The system will enhance the safety and security of employees, visitors, transit vehicles, facilities, and organizational assets while providing video evidence for incident investigations, security concerns, and insurance claims.

Vendors must demonstrate experience designing, installing, and supporting commercial-grade video surveillance systems for transportation facilities, public agencies, schools, healthcare facilities, or similar environments. Vendors shall provide at least three references for comparable installations completed within the last five years and provide proof of licensing, insurance, and manufacturer certifications.

The selected vendor shall conduct a site assessment and develop a camera placement plan designed to maximize coverage while minimizing blind spots. Coverage shall include vehicle garage areas, vehicle entrances and exits, building entrances and exits, employee common areas, hallways, parking areas, vehicle storage locations, and key exterior building areas.

The proposed system shall include a minimum of two remotely controlled Pan-Tilt-Zoom (PTZ) cameras. At least (2) Cameras positioned at designated building entrances shall include face detection functionality. All cameras shall provide high-definition video quality sufficient for identifying individuals and documenting incidents. Cameras shall support day/night operation with low-light or infrared capability.

The system shall provide continuous recording and retain a minimum of thirty (30) days of footage. Video recordings will be stored on a Semcac-owned on-premises server. Vendors shall provide storage calculations demonstrating the proposed solution supports the required retention period. Any required server, storage, or network requirements shall be identified and price quoted within the proposal.

Authorized users shall be able to monitor live video feeds, search and review recorded footage, and export video clips as needed. Exported footage shall retain date, time, and camera identification information. The system shall support efficient retrieval and sharing of video evidence for investigations, insurance claims, law enforcement requests, and administrative reviews.

The proposed system shall be designed for reliability and future expansion. Cameras and recording devices shall automatically recover from power or network interruptions and resume normal operation when connectivity is restored. Vendors shall identify recommended battery backup or uninterruptible power supply (UPS) requirements.

The system shall support future camera additions without replacement of the core video management platform.

The proposed solution shall support secure password management, role-based access controls, encrypted communications, and manufacturer-supported firmware and software updates.

The vendor shall provide staff training covering system administration, live monitoring, video retrieval, export procedures, user management, and routine maintenance. The proposal shall include warranty information, ongoing support options, response times for service requests, and available software maintenance programs. A minimum three-year warranty on equipment, software, and installation workmanship is preferred.

The completed system shall provide Semcac Transportation with a reliable, secure, and expandable surveillance solution capable of supporting employee safety, facility security, unauthorized access investigations, vandalism and theft prevention, vehicle-related incident investigations, public complaints, and insurance claims.

The project timeline is expected to start on 11/20/2026 and all aspects of work completed by 3/31/2027. All payments for this project will be made all of the work is completed to the satisfaction of Semcac - Rolling Hills Transit. The eventual contract with Semcac - Rolling Hills Transit and the preferred vendor will outline any agreed upon conditions.

Termination

If the Contractor is (1) adjudged to be bankrupt; (2) makes a general assignment for the benefit of creditors; (3) has a receiver on account of insolvency; (4) is guilty of substantial violation of any provision of the Contract; (5) fails to promptly pay employees or obligations incidental to proper performance of the Contract; or (6) persistently disregards or permits disregard by employees of laws, ordinances or instructions of the Semcac-Rolling Hills Transit Board or its designated representative, the Semcac-Rolling Hills Transit may, at its opinion, terminate the Contract without further obligation on the part of the Semcac-Rolling Hills Transit to the Contractor except for the expenses incurred prior to the termination. If the Semcac-Rolling Hills Transit or its designated representative believes any action or non-action of the Contractor represents an immediate threat to public safety, the Semcac-Rolling Hills Transit may suspend service for so long a period as the deem necessary.

Submit all questions related to specific project requirements in writing by 11/30/2026 3:00:00 PM.
All questions should be submitted via email to bill.spitzer@semcac.org.
All questions regarding this RFQ are to be directed only to WILLIAM J SPITZER.
Proposers may be disqualified if any unsolicited contact related to this RFQ is made with an employee or representative of other than the RFQ Administrator during the proposal process.

Submittal of Request For Quote forms and any additional documentation is to be sent to:
Semcac-Rolling Hills Transit
WILLIAM J SPITZER
400 COMMERCE DR SE, KASSON, MN 55944
bill.spitzer@semcac.org
5076344468

The deadline for RFQ submittals is by **12/4/2026 1:42:00 PM**

This RFQ Notice includes attachments that are the responsibility of vendor to review and complete, sign, and submit with their quote submittal documents. Failure to complete the documents can result in quote being rejected.

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		PAGE OF PAGES

1. REQUEST NO.	2. DATE ISSUED 11/19/2026	3. REQUISITION/PURCHASE REQUEST NO.	

4a. ISSUED BY: Semcac Rolling Hill Transit	6. DELIVER BY (Date): 3/31/2027
4b. FOR INFORMATION CALL: (507) 634-4468	7. DELIVERY ☐ FOB DESTINATION ☐ OTHER (See #10)

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
William Spitzer Director of Transportation Rolling Hill Transit	507	634-4468

5. TO:	8. DESTINATION Semcac Rolling Hill Transit

a. NAME	b. COMPANY	a. NAME OF CONSIGNEE
		b. STREET ADDRESS 400 Commerce Dr. SE

c. STREET ADDRESS	c. CITY Kasson

d. CITY	e. STATE	f. ZIP	d. STATE MN	e. ZIP 55944

9. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 4a ON OR BEFORE CLOSE OF BUSINESS ON (Date) :	IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 4a. This request does not constitute a commitment to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representation and/or certifications attached to this Request for Quotation must be completed by the quoter.

10. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)

11. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	%

NOTE: Additional provision sand representations ☐ are ☐ are not attached.

12. NAME AND ADDRESS OF QUOTER			13. SIGNATURE OR PERSON AUTHORIZED TO SIGN QUOTATION	14. DATE OF QUOTATION
a. NAME OF QUOTER				
b. STREET ADDRESS			15. SIGNER	
			a. NAME (Type or Print)	b. TELEPHONE AREA CODE
c. COUNTY				
d. CITY	e. STATE	f. ZIP	c. TITE (Type or Print)	NUMBER

GENERAL REQUIREMENTS

Responders must adhere to all terms of this RFQ/RFP.

Late proposals will not be considered. Fax, e-mail and printed proposals will not be considered. All costs incurred in responding to this RFQ will be borne by the responder.

Affidavit of Noncollusion

Responders must complete the attached "Affidavit of Noncollusion" form and submit it as part of their proposal.

Conflicts of Interest

Responders 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 RFQ. This list should indicate the name of the entity, the relationship and a discussion of the conflict. Responders must complete the attached "Disclosure of Potential Conflict of Interest" form and submit it as part of their proposal.

Proposal Contents Certification

By submitting a proposal, responders warrant 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 contract award and may subject the responder to suspension or debarment proceedings, as well as other remedies available to Agency, by law.

Disposition of Responses

All materials submitted in response to this RFQ will become property of Agency and will become public record, in accordance with Minnesota Statutes §13.591, after the evaluation process is completed. Pursuant to the Statute, completion of the evaluation process occurs when Agency has completed negotiating the contract with the successful responder.

If a responder submits information in response to this RFQ that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- ☐ Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- ☐ Include a statement with its proposal justifying the trade secret designation for each item; and
- ☐ Responders should be aware of Agency's standard contract terms and conditions when preparing their proposal. Much of the language reflected in the contract template is required by statute. However; if a responder does take exception to any of the terms, conditions or language in the contract template, they must indicate those exceptions in their proposal. Responders should note that certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in the proposal will be available for discussion or negotiation.

Agency will not consider the prices submitted by the responder to be proprietary or trade secret materials.

Contingency Fees Prohibited

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

Sample Contract

Responders should be aware of Agency's standard contract terms and conditions when preparing their proposal. Much of the language reflected in the contract template is required by statute. However; if a responder does take exception to any of the terms, conditions or language in the contract template, they must indicate those exceptions in their proposal. Responders should note that certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in the proposal will be available for discussion or negotiation.

Travel Reimbursements

Reimbursements for travel and subsistence expenses actually and necessarily incurred by the successful responder, as a result of the contract, will not exceed the amounts provided in the current Agency Travel Regulations. Reimbursements will not be allowed for travel and subsistence expenses incurred outside of Minnesota, unless the successful responder has received Agency's written approval for out-of-state travel. Minnesota will be considered the home base 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 Agency, 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 Materials Management Division which must include a description of the action which the selected responder has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, Agency 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 the contracting officer, Agency 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.

Insurance Requirements

A responder's proposal must clearly note any exceptions desired to insurance requirements, or the responder will be deemed to have accepted such requirements and waived any request for exception.

1. **Insurance Certificates and Continuity of Coverage Required.** The successful responder must provide a certificate of insurance showing that they have each type of insurance coverage and limits required herein. The certificate must be filed with Agency's Authorized Representative within 30 days of execution of the contract, and prior to commencing work under the contract. The successful responder must maintain such insurance in full force and effect throughout the term of the contract.
2. **Required Insurance.** The successful responder will be required to maintain the furnish satisfactory evidence of the following insurance policies:
   a. **Workers' Compensation Insurance:** Except as provided below, the successful responder will be required to provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, will require its subcontractor(s) to provide Workers' Compensation insurance in accordance with the statutory requirements of 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 Statutes §176.041 exempts the successful responder from Workers' Compensation insurance requirements, or if such responder has no employees in the state of Minnesota, the successful responder will be required to provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the successful responder from the Minnesota Workers' Compensation requirements. If, during the course of the contract, the successful responder becomes subject to the Workers' Compensation Insurance requirements, the successful responder then must comply with such requirements and must provide Agency with a Certificate of Insurance evidencing such coverage.

   b. **Commercial General Liability Insurance:** The successful responder will be required to maintain insurance protecting the successful responder 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 successful responder or by a subcontractor or by anyone directly or indirectly employed by the successful responder pursuant to 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 must be included:
      - Premises and Operations Bodily Injury and Property Damage
      - Personal and Advertising Injury
      - Blanket Contractual Liability
      - Products and Completed Operations Liability
      - State of Minnesota named as an Additional Insured, to the extent permitted by law

   c. **Commercial Automobile Liability Insurance:** The successful responder will be required to maintain insurance protecting the successful responder from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under the contract, and in case any work is subcontracted the successful responder must require the subcontractor to provide 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 must be included:
      - Owned, Hired and Non-owned Automobile

d. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance.** The successful responder will be required provide coverage for all claims the successful responder may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the successful responders professional services performed under the contract. Unless otherwise specified within this RFQ, the successful responder will be required to carry the following **minimum** limits:
- $2,000,000 - per claim
- $2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the successful responder and may not exceed $50,000 with the written approval of Agency. If the successful responder desires authority from Agency have a deductible in a higher amount, the successful responder will be required to make such request in writing, specifying the amount of the desired deductible and providing financial documentation, acceptable to Agency, so that Agency can ascertain the ability of the successful responder to cover the deductible from its own resources. Agency will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act.

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

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

3. **Right to Terminate.** Agency reserves the right to immediately terminate the contract if the successful responder is not in compliance with the insurance requirements, and Agency retains all rights to pursue any legal remedies against the successful responder. All insurance policies must be open to inspection by Agency and copies of policies must be submitted to Agency's Contract Administrator upon written request.
4. **Insurance Certificates.** The successful responder will be required to submit Certificate(s) of Insurance, acceptable to Agency, as evidence of meeting the insurance requirements, prior to commencing work under the contract.

E-Verify Certification (In accordance with Minnesota Statutes §16C.075)

By submission of a proposal for services in excess of $50,000, responders certify that as of the date of services performed on behalf of Agency, they, and all of their proposed 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 Agency. In the event of contract award, the successful responder will be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at https://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with the successful responder and made available to Agency upon request.

Resident Vendor Form

If a responder wishes to claim resident vendor status, it must complete the "Resident Vendor" form and submit it as part of their proposal.

Accessibility Standards

Responder agrees to comply with the State of Minnesota's Accessibility Standard https://mn.gov/oet/images/Stnd_State_Accessibility.pdf for all deliverables under this Agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Responder's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

* All videos must include closed captions, audio descriptions and a link to a complete transcript;
* All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, the Responder will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
* All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

State Debarment and Suspension

State law requires transit system to debar and suspend contractors who are convicted of contract crimes and who violate antitrust laws. Pursuant to Minnesota Statute, https://www.revisor.mn.gov/statutes/cite/161.315 , these disqualifications are necessary in order to secure free and open competition and to preserve the integrity of the public contracting process. When a business is convicted of a contract crime - including violation of federal antitrust laws, fraud, theft, embezzlement, bribery, forgery, misrepresentation, false statements, falsifying records or other criminal conduct ý transit system must initiate the debarment proceedings within 3 years from the date of conviction of the crime.

Transit systems are responsible to provide a screenshot of search results on the following website for debarment and suspension: http://www.mmd.admin.state.mn.us/debarredreport.asp

Prevailing Wage Information

Pursuant to Minnesota Statutes 177.41 to 177.44, and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

http://www.dli.mn.gov/business/employment-practices/prevailing-wage-commercial-rates

AFFIDAVIT OF NONCOLUSION

Instructions: Please return your completed form as part of your response.

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 response submitted in response to the

   _____ solicitation 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 RFP, designed to limit fair and open competition;

3. That the contents of the response 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 responses; and

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

Authorized Signature:

Responders Firm Name: _____

Print Authorized Representative Name:_____

Title:_____

Authorized Signature:_____

Date:_____

CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

Purpose of this Checklist: This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to the agency requesting proposals, however, the "Disclosure of Potential Conflict of Interest" form must be submitted with your signed contract or along with your proposal/letter of interest.

Definition of "Proposer": This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to the agency requesting proposals, however, the "Disclosure of Potential Conflict of Interest" form must be submitted with your signed contract or along with your proposal/letter of interest.

Checklist is not Exclusive: Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form: Proposers must complete the attached disclosure and submit it with their proposal/letter of interest (or separately, as directed by the agency requesting proposals, for projects not awarded through a competitive solicitation). If the proposer determines a potential conflict of interest exists, it must disclose the potential conflict to the agency requesting proposals; however, such a disclosure will not necessarily disqualify a proposer from being awarded a contract. To avoid any unfair "taint" of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. The agency requesting proposal personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. The agency requesting proposal personnel may consult with MnDOT's Office of Transit and Active Transportation compliance personnel. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the Commissioner of Administration.

Material Representation: Proposers are required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the disclosure. Information provided on the form will constitute a material representation as to the award of this contract.
The agency requesting proposals reserves the right to cancel or amend the resulting contract if the proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

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

Statutory Guidance: Minnesota Statutes §16C.02, subdivision 10(a) places limits on state agencies and their subrecipients of funding ability to contract with entities having an "organizational conflict of interest". For purposes of this checklist and disclosure requirement, the term "vendor" includes "proposer" as defined above. Pursuant to such statute, "organizational conflict of interest" means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor's objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering: The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules Part 1805.0300). Subpart 1 of the rule provides "A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest".

An organizational conflict of interest may exist in any of the following cases:

- ☐ The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.
- ☐ The proposer, or its principals, in previous work for the agency requesting proposals has provided the final design or related services that are directly related to performance of work required under this contract. Comment: this provision will, for example, disqualify a proposer who performed final design for the agency requesting proposals and now seeks to provide construction administration services for that same project. The agency requesting proposals believes this is necessary because the firm that prepared the plans may be unable to objectively determine plan errors and omissions. This may cause a situation where: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; and (2) the vendor's objectivity in performing the contract work is or might otherwise be impaired.
- ☐ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity's interests are, or may be, adverse to the state's or subrecipient's interests with respect to the specific project covered by this Contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a project if a local government or other entity has also retained the proposer for the purpose of persuading the agency to stop or alter the project plans.

- ☐ This contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to this contract.
- ☐ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the contract when such work involves providing recommendations for right-of-way acquisition, access control and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ☐ The proposer has a business arrangement with a current agency employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this contract. This item does not apply to pre- existing employment of current or former agency employees, or their immediate family members. **Comment:** this provision is not intended to supersede any agency policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- ☐ The proposer has, in previous work for the agency, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
- ☐ The proposer has, in previous work for the agency, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ☐ The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the agency.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

☐ Determined that no potential organizational conflict of interest exists.

☐ Determined that a potential organizational conflict of interest exists, as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

_____ _____
Signature Date

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

_____ _____
Name Date

ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION)

(a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of- _____ *[Contracting officer identify system or program]*. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of _____ *[Contracting officer identify program]*. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.

(b) During the term of this contract and for a period of _____ *[Contracting officer insert period of time after contract completion that contractor will not be allowed to supply time]* after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Commerce, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) For the purposes of this clause, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, and entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

(d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organization Conflict of Interest clause.

_____	_____
Contracting System Name	Contractor Agency Name
_____	_____
Contracting System Representative	Contractor Representative
_____	_____
Date	Date

THE AGENCY
RESIDENT VENDOR FORM

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

1. is authorized to conduct business with the Agency 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 proposal for which any preference is sought;
3. has a business address in the state; and
4. has affirmatively claimed that status in the 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 Request for Quotes (RFQ) opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your 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 with the Agency on the date a RFQ 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 Agency during the 12 calendar months immediately preceding submission of the response for which any preference is sought.

   ___Yes ___No (must check yes or no)

3. Has a business address in the Agency.

   ___Yes ___No (must check yes or no)

4. Agrees to submit documentation, if requested, as part of the 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 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 PROPOSAL SUBMISSION.

THE AGENCY - AFFIRMATIVE ACTION CERTIFICATION

If your proposal to an RFP is or could be in excess of $100,000.00, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement, and to provide documentation of compliance, if necessary. It is your sole responsibility to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the proposal and to obtain Human Rights certification prior to the execution of the contract. The Agency is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

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

Your proposal will be rejected unless your business:

Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR)

-or-

Has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the proposals are due.

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

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

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

BOX B - For those companies not described in BOX A

Check Below

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

BOX C - For ALL companies

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail:	The Freeman Building, 625 Roberts Street North St. Paul, Minnesota 55155	TC Metro:	651-296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	651-296-9042	TTY:	651-296-1283
Email:	compliance.mdhr@state.mn.us				

DEPARTMENT OF TRANSPORTATION

Disadvantaged Business Enterprise (DBE) Special Provisions

Project Information	
State Project Number6	This contract uses the following project delivery method: □ Design-bid-build (DBB) □ Design-build (DB) □ Construction Manager/General Contractor (CM/GC) OR □ This is a professional-technical (PT) services contract
This contract will be solicited and administered by: □ The Minnesota Department of Transportation (MnDOT) □ A local governmental unit	

Introduction

Federal Regulations Govern. Some or all of the funds for this contract will come from the U.S. Department of Transportation (USDOT). Therefore, the federal Disadvantaged Business Enterprise (DBE) program described at Title 49, Part 26 of the Code of Federal Regulations (CFR) applies to this contract. The responder is responsible for understanding and following the requirements of 49 CFR Part 26.

Purpose. These special provisions (1) outline the responder[s obligations under the federal DBE program, (2) explain the process MnDOT Office of Civil Rights (OCR) will follow to evaluate the responder[s compliance with DBE program requirements, and (3) identify sanctions for failing to comply with DBE program requirements. These provisions apply in addition to any other requirements applicable to award of this contract.

Policy Statement. MnDOT must ensure nondiscrimination in the award and administration of federally eligible highway projects. The DBE program seeks to6

- Create a level playing field on which DBEs can compete fairly for federally eligible highway projects,
- Operates in a nondiscriminatory manner,
- Ensure that only eligible firms are permitted to participate as DBEs,
- Help remove barriers to the participation of DBEs in federally eligible highway projects, and
- Provide flexibility in establishing and providing opportunities for DBEs.

Contract Assurance. The USDOT requires MnDOT, as a recipient of federal funds, to include the following paragraph in contracts for federally funded projects. It applies to the responder, and the responder must also include it in subcontracts the responder executes for this project.

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to, (1) withholding monthly progress payments, (2) assessing sanctions, (3) liquidated damages, and/or (4) disqualifying the contractor from future bidding as non-responsible.

Application and Interpretation. Terms must be interpreted as follows.

- "Responder" refers to the bidder, apparent low bidder, proposer, or apparent successful proposer.
- "Proposal" includes a bid, proposal or price proposal.

- "CRL" refers to AASHTOWare Project Civil Rights and Labor Management System. For additional information about CRL, see Attachment 5.

DBE Directory. A directory of all certified DBEs in the state of Minnesota is available at the following linkD

httpD //mnucp. metc. state. mn. us/Default. aspx

The Minnesota Unified Certification Program (MnUCP) maintains this directory. It is the definitive source of information regarding the DBE certification status of firms in Minnesota. Pursuant to 49 C.F.R. § 26.1 1 1 , to qualify for credit toward the DBE goal, a DBE firm must be certified.

False Claims. The Federal False Claims Act (3 1 USC § § 3729-3733) and Minnesota False Claims Act (Minn. Stat. § 1 5C) apply to statements and certifications the responder makes in connection with the DBE program.

Before Contract Award

DBE Goal

The DBE conscious goal for this project is _____% or ☐ DBE-Neutral

To be eligible for award of this contract, the responder must demonstrate that the responder has (1) obtained sufficient DBE participation to meet the DBE goal or (2) made adequate good faith efforts (GFE) to meet the DBE goal. The responder must submit the information specified in Table A in the time specified in Table B. If the contract has a specific numerical DBE participation goal, all responders must include their DBE commitment for the contract at the time the proposal is submitted. If the responder does not properly document the responderg s efforts or submit timely and complete documentation to MnDOT OCR, MnDOT must reject the responderg s bid.

DBE-Neutral Goal

If the DBE goal is DBE-Neutral (DBEN), all responders are encouraged to include their anticipated DBE utilization for the contract in their proposals. Each responder will still be required to submit a bidders list of all subcontractors and suppliers (both DBE and non-DBE) on projects with a DBEN goal. While DBE participation is encouraged on proposals with a DBEN goal, responders are not required to submit GFE documentation specified in Table A, other than the information page (Parts A-C) and the Bidders' lists (Parts D and E) of Exhibit B, the GFE Consolidated form. Payment information described in Table C is required on all projects.

DBE Cred t

DBE work may be counted toward the DBE goal for any of the following activitiesD

- to qualify for credit toward the DBE goal, a DBE firm must be certified on or before the proposal due date.
- hiring a DBE as a subcontractor or consultant to do project work,
- purchasing materials from a DBE (typically one hundred percent of the manufacturerg s contracted amount, sixty percent of the supplierg s contracted amount, or forty percent of the distributorg s contracted amount will count toward the goal),
- leasing equipment from a DBE,
- entering into a joint venture with a DBE, or
- if the responder is an eligible DBE, the responder may count all work being self-performed towards the subcontractor goals on this project.

DBE credit is counted for work actually performed by a DBE. The DBE must perform a commercially useful function. Attachment 1 describes how MnDOT will count DBE credit and how MnDOT will determine whether a DBE performs a commercially useful function.

Table A - What to Submit to MnDOT	
☐ Design-bid-build administered by MnDOT ☐ Construction Manager/General Contractor administered by MnDOT ☐ Design-build administered by MnDOT	☐ Construction Contract administered by local governmental unit ☐ PT contract administered by MnDOT or local governmental unit
IF TIIE DBE GOAL IS MET	IF TIIE DBE GOAL IS MET
• Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. • Parts A, B, C, and I of the GFE consolidated form. • The responder must submit their bidders list or bidder/quoter information electronically via CRL. For this reason, the responder does not need to fill out parts D and E of the GFE consolidated form.	• Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. • Parts A, B, C, D, E, and I of the GFE consolidated form.
IF TIIE DBE GOAL IS NOT MET	IF TIIE DBE GOAL IS NOT MET
• Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. • Parts A, B, C, F, G, H and I of the GFE consolidated form. • The responder must submit the bidders list or bidder/quoter information electronically via CRL. For this reason, the responder does not need to fill out parts D and E of the GFE consolidated form. • Any additional information that will help explain the responder[s efforts to obtain DBE participation (ONLY IF the responder does not meet the DBE goall.	• Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. • Parts A, B, C, D, E, F, G, H and I of the GFE consolidated form. • Any additional information that will help explain the responder[s efforts to obtain DBE participation (ONLY IF the responder does not meet the DBE goall.

Table B - When and How to Submit Information to MnDOT	
☐ Designlbidlbuild	☐ Professionalltechnical
Date and Time The submsssson due date ss the 5th calendar day after the bsd due datee Format and Location The responder must submst documents vsa emasl to ocrformsubmssssonss DOT@states mns uss	Date and Time The submsssson due date ss the 5th calendar day after the successful responder ss notsfsed by MnDOTs Format and Location The responder must submst documents vsa emasl to ocrformsubmssssonss DOT@states mns uss
☐ Construction Manager/General Contractor	☐ Designlbuild
Date and Time The submsssson ss due on the date and tsme the prsce proposal ss dues Format and Location The responder must submst documents vsa emasl to ocrformsubmssssonss DOT@states mns uss	Date and Time Csvsl Rsghts submsssson documents sn Table A are due wsth the proposals Format and Location See the DessgnNBusld "Instructsons to Proposers" for format and locatson delsvery specsfscss
On All Projects	
If the date the responderT s submsssson ss due ss a Saturdayl Sundayl federal holsdayl or Msnnesota state holsdayl the documentatson ss due on the next calendar day that ss not a Saturdayl Sundayl federal holsdayl or Msnnesota state holsdays	

If the responder does not meet the DBE goall MnDOT OCR wsll conduct a Good Fasth Efforts ,GFE) revsew to determsne whether the responder made adequate GFE to meet the goal based on the documentatson the responder has provsded by the submsssson due dates The standards MnDOT OCR wsll use to evaluate GFE are descrsbed sn Attachment 2s Alsol sf MnDOT OCR determsnes that the responder dsd not make adequate GFE to meet the goall the responder wsll be deemed nonNresponssbles The responder may request an admsnsstratsve reconssderatson of that determsnatsons The process for admsnsstratsve reconssderatson ss descrsbed sn Attachment 3 s

After Contract Award

DBE Commtimenis, Termtnaiton, and Repqacemeni

The DBE Descrsptson of Work and Fseld Monstorsng Report ,Exhsbst A) commsts the responder to ussng the specsfsed DBEs to perform work or supply matersalss Thss commstment ss bsndsng on the responder unless the responder requests and ss granted prsor wrstten approval from MnDOT OCRs If the responder fasls to use a specsfsed DBE for the amount of compensatson the responder has specsfsed sn the Exhsbst A forml wsthout requestsng and recesvsng prsor wrstten approval from MnDOT OCRl the responder has matersally breached thss contract and may not be entstled to payment for the work or matersals that were commstted to be performed by the DBEs

MnDOT OCR wsll not approve the responderT s request to termsnate a DBE unless the responder ,) gsves wrstten notsce to the DBEl wsth a copy to MnDOT OCRl of the responderT s sntent to request to termsnate the DBET s subcontract or any portson of sts workl ,2) allow at least fsve bussness days for the DBE to advsse the responder and MnDOT OCR of the reasonsl sf anyl st objects to the proposed request to termsnate or reduce sts workl ,3) demonstrate good cause to termsnate the DBE as descrsbed sn Attachment 4e The responder must complete the onlsne form requestsng approval of the termsnatson of a DBE subcontract or any portson of sts works The responder must attach any supportsng documentatson to demonstrate good causes Once approvedl the responder should esther replace the DBE wsth another DBE for at least as much compensatson as the snstsally specsfsed DBE or make GFE to do sos MnDOT OCR wsll use the GFE standards descrsbed sn Attachment 2 to determsne whether the responder made GFEs MnDOT OCR may shorten the fsveNday DBE

response pertod tf there ts a pubata neaessttys The responder may reequest asststanae from MnDOT OCR to tdenttfy avataabae repaaaement DBEss

'f the responder ts tnvoaved tn a negottated proaurement wtth MnDOTl the responder must obtatn wrttten approvaa from MnDOT as desartbed tn thts seatton before deaettng or substttuttng a DBE the responder has tdenttfted as part of a negottatton paakages The responder must nottfy MnDOT OCR of any ahanges or substttuttons to DBE parttatpattonl tnaaudtng ahanges oaaurrtng durtng the negottatton phase of the aontraats

DBE Commtim4nis and Conitnutng Good Fatih Effotis

't ts the Prtmee s responstbtatty to meet tts ortgtnaa aommttments to DBE ftrms and make good fatth efforts to meet the projeat goaal based on ftnaa aontraat amounts 'f there ts a ahange order to a aontraat on whtah there ts a DBE aontraat goaal then that aontraat goaa appates to the fuaa aontraat amount as modtfted by the ahange orders After aontraat awardl the Contraator has a aonttnutng obatgatton to make adeequate good fatth efforts to meet the DBE goaa for the duratton of the aontraats Good fatth efforts are expaatned tn Attaahment 2s To reaetve aredtt for DBE parttatpatton added after awardl the responder must report the parttatpatton to MnDOT OCR and submtt a DBE Desartptton of Work and Ftead Monttortng Report PExhtbtt AQs

Ptompi Paym4ni io Subconitaciots

The responder must pay eaah subaontraator no aater than / 0 bustness days of reaetvtng payment for undtsputed servtaes provtded by the subaontraators Thts appates to aaa subaontraatorss The responder must pay the subaontraator tnterest aharges of / s 5 peraent per monthl or any part of a monthl on any undtsputed amount not patd wtthtn / 0 dayss The responder must make prompt and fuaa payment of any retatnage kept by the prtme aontraator to the subaontraator wtthtn / 0 days after the subaontraatorrs work ts sattsfaatortay aompaeteds ." attsfaatortay aompaeted" means aaa tasks tdenttfted tn the subaontraat have been aaaompatshed and doaumented as reequtred by MnDOTs 'f MnDOT has tnarementaaay aaaepted a portton of a prtme aontraatl the work of a subaontraator aovered by that aaaeptanae ts deemed to be sattsfaatortay aompaeteds

The responder must report payment tnformatton as speatfted tn Tabie Cs _I the responder Iaiis to aompiy with prompt payment reequirementss inaiuding reporting reequirementss the responder has materiaiiy breaahed this aontraatt Furthermorel vertftaatton of the respondere s ftnaa payment to eaah subaontraator ts a aondttton of ftnaa aaearanae from MnDOT OCRs

Table C - Required Payment Submissions	
☐ Design-bid-build administered by MnDOT ☐ Construction Manager/General Contractor administered by MnDOT ☐ Design-build administered by MnDOT	☐ Construction Contract administered by local gov8 t unit ☐ PT contract administered by MnDOT
Wsthsn 1 0 bussness days of the responder's recespt of MnDOT paymentt • the responder must pay sts subcontractors • the payment snformatson to subcontractors should be entered vsa CRL no later than one calendar week after payments When fsnal payment has been made to subcontractorst • the responder must submst snformatson about the responder's fsnal payment to each subcontractor vsa CRLs • the responder must submst a Total Payment Affsdavst to ocrformsubmssssons dot@states mns uss	Wsthsn 1 0 bussness days of the responder's recespt of MnDOT or Local Government Unst paymentt • the responder must pay sts subcontractors • the responder must submst a Contractor Payment Form to MnDOT OCR on a monthly bassss All subcontractorss sf they have lower tsered subcontractorss regardless of DBE statuss are requsred to complete Contractor Payment Formss The subcontractor should submst sts Contractor Payment Form to the Prsme Contractors and the Prsme Contractor must submst all Contractor Payment Forms to OCRs When fsnal payment has been made to all subcontractorst • the responder must submst a Total Payment Affsdavst and Fsnal Contractor Payment Form to ocrformsubmssssons dot@states mns uss

Appendices

ExpYanatory Attachments

- Attachment 1 - Countsng and Commercsally Useful Functson
- Attachment 2 – Good Fasth Efforts Documentatson and Standards
- Attachment 3 - Admsnsstratsve Reconssderatson
- Attachment 4 – Good Cause to Termsnate a DBE
- Attachment 5 - Informatson about AASHTOWare Project CRL

Forms

- Exhsbst A - DBE Descrsptson of Work and Fseld Monstorsng Report
- Exhsbst B - GFE Consolsdated Form mParts Anl)
- Exhsbst C - Contractor Payment Form
- Exhsbst D - Total Payment Affsdavst
- Exhsbst E - DBE Regular Dealer/Dsstrsbutor Affsrmatson Form

Attachment 1 - Counting and Commercially Useful Function (CUF)

DBE Counting - Generally

(a) When a DBE participates in a contract, MnDOT will only count the value of the work actually performed by the DBE toward DBE goals.

1. The entire amount of the portion of a construction contract (or other contract not covered by paragraph 49 C.F.R. § 26.55(a)(2)) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies, and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate(s)).

2. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, counts toward DBE goals, provided that MnDOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontract work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, MnDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26 subpart D at the time of execution of the contract, MnDOT will not count the firm's participation toward any DBE goals, except as provided for in § 26.87(j) and § 26.55.

(d) The dollar value of the work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.

(e) MnDOT will not count the participation of a DBE subcontractor toward the responder's final compliance with the responder's DBE obligations on a contract until the responder has paid the amount to the DBE.

DBE Counting - Materials and Supplies

(f) MnDOT will count the responder's expenditures with DBEs for materials or supplies toward DBE goals as follows.

1. MnDOT will count 1 00% of the cost of the materials or supplies toward DBE goals if the responder obtains the materials or supplies from a DBE manufacturer.

   A. For purposes of this section (f), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.

2. If the responder purchases the materials or supplies from a DBE regular dealer, MnDOT will count 60% of the cost of the materials or supplies (including transportation costs) toward DBE goals.

   A. For purposes of this section (f), a regular dealer is a firm that owns (or leases) and operates, a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold to or leased to the public in the usual course of business.

   B. Items kept and regularly sold by the DBE are of the "general character" when they share the same material characteristics and application as the items specified by the contract.

   C. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A DBE supplier performs a CUF as a regular dealer and receives credit for 60 percent of the cost of materials or supplies (including transportation cost) when all, or at least 5 1 percent of, the items under a purchase order or subcontract are provided from the DBE's inventory, and when necessary, any minor quantities delivered from and by other sources are of the general character as those provided from the DBE's inventory.

   D. A DBE may be a regular dealer in such bulk items as petroleum products, steel, concrete or concrete products, gravel, stone or asphalt without owning and operating a place of business as provided in 49 C. F. R. § 26. 55 (e)(2)(ii) if the firm both owns and operates distribution equipment used to deliver the products. Any supplementing of regular dealers' own distribution equipment must be by a long-term operating lease agreement and not on an ad hoc or contract-by-contract basis [1] .

   E. A DBE supplier of items that are not typically stocked due to their unique characteristics (e. g. , limited shelf life or items ordered to specification) should be considered in the same manner as a regular dealer of bulk items per D above. If the DBE supplier of these items does not own or lease distribution equipment, as descried above, it is not a regular dealer.

   F. Packagers, brokers, manufacturers' representatives, or other persons who arrange, facilitate, or expedite transactions are not regular dealers within the meaning of this section (f).

3. If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count 40 percent of the cost of materials or supplies (including transportation costs). A DBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e. g. , a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance. A DBE distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor. If these conditions are met, DBE distributors may receive 40 percent for drop-shipped items. Terms that transfer liability to the distributor at the delivery destination (e. g. , FOB destination), or deliveries made or arranged by the manufacturer or another seller do not satisfy this requirement.

(g) With respect to materials or supplies the responder purchases from a DBE which is neither a manufacturer, a regular dealer, nor a distributor, MnDOT will count the entire amount of fees or commissions that MnDOT deems to be reasonable, including transportation charges for the delivery of materials or supplies. MnDOT, however, will not count any portion of the cost of the materials or supplies themselves toward DBE goals.

[1] Credit associated with trucking is calculated differently than the delivery of materials or supplies performed as part of a regular dealer CUF.

Commercially Useful Function - Generally

(h) MnDOT will count expenditures of a DBE toward DBE goals only if the DBE performs a commercially useful function on the contract.

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, MnDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and DBE credit claimed for its performance of the work, and other relevant factors.

2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, MnDOT must examine similar transactions, particularly those in which DBEs do not participate.

3. If a DBE does not perform or exercise responsibility for at least 3 0 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected within normal industry practice for the type of work involved, MnDOT must presume that it is not performing a commercially useful function.

4. When a DBE is presumed not to be performing a commercially useful function as provided in the preceding paragraph, the DBE may present evidence to rebut this presumption. MnDOT may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

5. MnDOT decisions regarding commercially useful function are subject to review by the concerned operating administration but are not administratively appealable to USDOT.

Commercially Useful Function - Trucking

(i) MnDOT will use the following factors to determine whether a DBE trucking company performs a commercially useful function.

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of the meeting DBE goals.

2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures and operates using drivers it employs.

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

5. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

6. The DBE may also lease trucks without drivers from a non-DBE firm. If the DBE firm uses its own employees to drive the leased trucks, the DBE firm is entitled to credit for the full value of the hauling services.

7. For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Attachment 2 - Good Faith Efforts Documentation and Standards

If the responder4 s DBE commitment falls short of the DBE goal, the responder must demonstrate adequate good faith efforts (GFE) in order to be eligible for contract award (49 CFR § 26l 53)l To demonstrate that the responder made adequate GFE, the responder must show documentation that the responder took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the responder were not fully successfull

The efforts employed by the responder should be those that one could reasonably expect the responder to take if the responder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goall Mere pro forma efforts are not good faith efforts to meet the contract requirementsl The GFE consolidated form, attached to these provisions as Exhibit B, provides a helpful start to the responder4 s documentation, but the responder is not limited to the information specified in the consolidated form.

When the responder submits GFE documentation, the responder must explain the relevance of any documents the responder submits that are not mentioned in these special provisions or the related formsl Responder is encouraged to submit ALL information that supports good faith efforts with an explanatory narrative. Only documentation provided to MnDOT OCR by the submission due date can be considered by MnDOT to determine GFEsl

Good Faith Efforts Evaluation

MnDOT will consider the actions listed below when evaluating the responder4 s GFE documentationl This list closely resembles a list in 49 CFR Part 26, Appendix Al The listed actions are consistent with GFE, but the list is not a mandatory checklist, nor is it intended to be exclusive or exhaustivel MnDOT will also consider the performance of other bidders relative to the DBE goall Other factors or types of efforts may be relevant in appropriate casesl MnDOT will make GFE determinations on a case-by-case basisl

(a) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to DBEs that specialiize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the projectl The bidder should solicit this interest as early as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontractl The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitationsl

(b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achievedl This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forcesl This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participationl

(c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

(d) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered= a description of the information provided regarding the plans and specifications for the work selected for subcontracting= and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(e) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE3s reasonable quote.

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

(g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(h) Effectively using the services of available community organizations; contractors' groups; local, State, and Federal business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Notification of MnDOT Decision

After reviewing the responder[s GFE documentation and the performance of other bidders relative to the DBE goal, the Director of MnDOT OCR, or their designee, will determine whether or not the responder made adequate GFEs to meet the goal. The determination will be sent via email to the responder. If the Director determines that the responder failed to make adequate GFE, the responder may request an administrative reconsideration of that determination (49 CFR § 26. 53 (d)).

Attachment 3 - Administrative Reconsideration

If the Director determines that the responder failed to make adequate good faith efforts (GFE), the responder may request administrative reconsideration of that determination (49 CFR § 26@ 53 (d))@

Requesting Reconsideration

The responderF s request for reconsideration must be written and timely¡ Otherwise, the responder will be deemed to have waived the right to reconsideration¡

The responder must send the request via email, MnDOT must receive it no later than the fifth business day after the responder receives notice of the Directorf s determination¡

Reconsideration Process

The Commissioner of MnDOT will designate officials to serve as Reconsideration Officials¡ The Reconsideration Officials shall not have had any role in the original determination that the responder failed to meet the DBE goal or make adequate GFE to do so@

As part of the reconsideration process, the responder will have the opportunity toM

- Provide the Reconsideration Officials written documentation and arguments as to why the responder believe the responder met the DBE goal or made adequate GFE to do so (49 CFR § 26@ 53 (d)(1))@
- Meet with the Reconsideration Officials to explain why the responder believes the responder met the DBE goal or made adequate GFE to do so (49 CFR § 26@ 53 (d)(3))@

The Reconsideration Officials will reconsider the record documenting the GFE the responder made@ The reconsideration process is a review of only the GFE the responder made as of the submission due date specified in Table B@ GFE made after that date will not be considered¡

MnDOT will provide the responder with a written decision within 5 business days following the date the responder is scheduled to meet with the Reconsideration Officials¡ The written decision will include an explanation of reasons for the decision¡ The decision is not subject to administrative appeal to the U@S@ Department of Transportation (49 CFR § 26@ 53 (d)(5))@

Attachment 4 - Good Cause to Terminate a DBE

The responder may not, without prior written approval from MnDOT OCR, terminate a DBE or any portion of its work listed in the original DBE commitment (submitted Exhibit A). When MnDOT or a local recipient initiates a termination or reduction of work the responder is not required to obtain prior written approval from OCR. Notification of the change to the DBE and OCR is still requested. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include, but are not limited to, when a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. MnDOT OCR will not approve a request to terminate or replace a DBE unless the responder demonstrates good cause to do so. In accordance with 49 CFR § 26.53(f)(3), good cause includes the following circumstances.

(a) The DBE subcontractor fails or refuses to execute a written contract;

(b) The DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work in the subcontract results from the bad faith or discriminatory action of the prime contractor;

(c) The DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;

(d) The DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(e) The DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215 and 1200 or applicable state law;

(f) OCR has determined that the DBE subcontractor is not a responsible contractor;

(g) The DBE subcontractor voluntarily withdraws from the project and provides to OCR written notice of its withdrawal;

(h) The DBE is ineligible to receive DBE credit for the type of work required;

(i) A DBE owner dies or becomes disabled with the result that the DBE contractor is unable to complete its work on the contract; or

(j) Other documented good cause that MnDOT OCR determines compels the termination of the DBE subcontractor.

Good cause does not exist if the responder seeks to terminate a DBE or any portion of its work represented in the responder's DBE commitment so the responder can self-perform or transfer to another subcontractor work originally committed to the DBE.

Attachment 5 - %nformatton about AASHTOWARE Project CRL

General %nformatton

AA SHTOWare Project Ctvti Rtghts Labor ECRL) ts a weblbased system that currentiy aiiows contractors to submtt eiectrontc payroiil subcontract and subcontractor payment tnformattonl and Btdder/Quoter submtttaist

Destgnlbtdlbutid constructton contracts iet by MnDOTl adverttsed after Juiy / 1 20/ R1 report tnformatton through the CRL systemt

More tnformatton regardtng CRL requtrements can be found tn the MnDOT tandard pectftcattons for Constructtont ElecYron]c Subm]ss]on ofPayrolls and SYaYemenYs and B]dders L]sYs for Federally Funded Projecys.

Reetitratton and Tratntne

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httpst //wwwt dott statet mnt us/const/iabor/ctvtilrtghtsliabort htmi

MnDOT aiso provtdes access to a CRL pnteracttve Eliearntng Tooi att

httpst //wwwt dott statet mnt us/onitneiearntng/icu/cri/

DEPARTMENT OF TRANSPORTATION

Exhibit A - DBE Description of Work and Field Monitoring Report

A contract will not be awarded to the Prime Contractor unless this form is submitted for each DBE participating in the contract. This form is complete when the DBE subcontractor has filled in all of the applicable information in sections A through D and signed in section E.

PLEASE PRINT CLEARLY OR TYPE. PretAward Commitmentt | PosttAward Commitmentt

Section (A)L :All DBE subcontractorss including trucking firmss must complete this section.)

MUST BE COMPLETED BY THE DBE PRINCIPAL

Letting Datet _____ State Project Numbert _____

Prime Contractort _____ Phone #t _____

DBE Subcontractort _____ Phone #t _____

Total Subcontract $t :_____

DBE Participation Claimedt Percent _____% Amount $ _____

*Please see instructions to determine DBE Participation to claim.

Section (B)L :All DBE subcontractorss including trucking firms and supplierss must complete this section.)

1b List the work scopes to be performed and the associated North American Industry Classification System :NAICS) codes for each itemt

Description/Scope of work	Associated NAICS Code	Applicable dollar amount

2. Will your firm be renting equipment from the prime or the firm you are contracting with? If yess list the cost of the rental.

a. Yes ☐ No ☐ Cost of rentalt

3. Will you be subcontracting to any other firms? YES ☐ NO ☐

If yess answer the followingt Fiirml s Nameq _____ $ amount of the workt _____

Section (C) :DBE firms manufacturing or who are regular dealers/distributors/brokers)

Is your firm the manufacturer of the materials you are providing? YES ☐ NO ☐

Is your firm a material supplier :including bulk items)s distributor or broker? YES ☐ NO ☐

If yess complete the DBE Regular DealertDistributor Affirmation form.

* All material supplierss distributorss or brokers must submit a copy of their quotes with this form. Please ensure quantities are included.

Section (D) TO BE COMPLETED ONLY BY DBE TRUCKING FIRMS

. . How many fully operational units will be yours or other DBEs? _____:Estimated total hourst _____)

2. How many units will be nontDBEs? _____ :Estimated total hourst _____)

Section (E)L :All DBE subcontractorss including trucking firmss must complete this section.)

I hereby certify that the information presented above is correct. I agree to inform the Office of Civil Rights in writing of any change within . 0 days of the change.

DBE Companyt

DBE Principalt _____ _____ _____

Signature Title Date

Section (F) TO BE COMPLETED BY MnDOT OFFICE OF CIVIL RIGHTS STAFF PERSON

Reviewed by OCR- _____ OCR Main Phone No- 65 . 736673073

Email for OCR Forms- OCRFormSubmissions. DOT@state. mn. us

Section (G) TO BE COMPLETED BY PROJECT ENGINEER WHEN THE DBEM 'S PORTION OF WORK IS 1/3 TO ½ COMPLETED

. . Does it appear that the DBE firm is performing the work specified in (Exhibit "A") description of work?
Yes ☐ No ☐

2. Does it appear that the DBE contractor is managing their portion of the project and using their own company employees?
Yes ☐ No ☐

3. Does it appear that the DBE contractor is providing the equipment for their items of work or other work specified?
Yes ☐ No ☐

4. Does it appear that the quality of the DBE contractori s performance, scheduling and project management are meeting industry standards?
Yes ☐ No ☐

5. If the DBE is supplying materials, are the quantities proportionate for what is required on the project (refer to Section C above)?
Yes ☐ No ☐

6. Comments- _____

NOTE If you, as the Project Engineer, have checked "NO" to any of the above questions or have any other comments, it is important that you contact the MnDOT Office of Civil Rights S taff Person assigned to this project.

Project Engineer- _____ Date- _____

DEPARTMENT OF TRANSPORTATION

Exhibit B - Office of Oivil Rights - Good Faith Efforts Consolidated Form

(Includes Parts A-I)

This form will assist you in demonstrating that you met the DBE goal or made adequate good faith efforts to meet the goal. You must provide this form and all supporting GFE documentation to the MnDOT Office of Civil Rights prior to the submission due date identified in Table B of the DBE Special Provisions.

PART A - PRIME CONTRACTOR' S INFORMATION (You must complete this part.)				
COMPANY NAME				
ADDRESS STREET		CITY	STATE	ZIP CODE
PHONE #	FAX #		EMAIL ADDRESS	
CONTACT PERSON		TITLE		

PART B - PROJECT DESCRIPTION (You must complete this part.)			
STATE PROJECT #	CONTRACT # (If Applicable)	☐ Attach copy of MnDOT Advertisement	
ANTICIPATED START DATE (Based on progress schedule)		EXPECTED COMPLETION DATE (Based on progress schedule)	
DBE GOAL %	VS	DBE COMMITMENT %	(Type of GFE Information - Check one only) ☐ Pre-award ☐ Post-award/Execution
TOTAL DBE PARTICIPATION DOLLARS BASED ON ADVERTISED DBE GOAL (Total prime bid $ * DBE % Goal)			

PART C - PROJECT SUMMARY AMOUNTS (You must complete this part.)	
TOTAL PRIME BID	$
TOTAL DOLLARS COMMITTED TO NON-DBE' S (Not including suppliers)	$
TOTAL DOLLARS COMMITTED TO DBE' S (Not including suppliers)	$
TOTAL DOLLARS COMMITTED TO DBE SUPPLIERS (Total paid to DBE suppliers 60%)	$
WORKED PERFORMED BY PRIME	$
PERCENT OF WORK PERFORMED BY PRIME	%
TOTAL DBE PARTICIPATION REMAINING (Difference between DBE goal $ and DBE commitment $)	$

DEPARTMENT OF TRANSPORTATION

State Project Number‡ Contractor‡

PART D - BIDDERS LIST - DBE QUOTES SUBMITTED (You must complete this part. If the project is let by MnDOT, you must submit information through the AASHTOWare Project CRL about all bids/quotes you have received and enter your DBE Commitments on this form.)

DBE COMMITMENTS List all DBE firms who provided quotes or bid proposalsl Indicate whether the quotes were acceptedl Please include a copy of their quoteqsrl DBE Contractor Information					Description of Work	Dollar Amount Of BiduProposal.	Will virm Be Usedw
x.	DBE Contractor Name						yes ☐ No ☐
	Contact Name						
	{ddress						
	Federal Tax #		E mail				
	Phone		Fax‡				
□.	DBE Contractor Name						yes ☐ No ☐
	Contact Name						
	{ddress						
	Federal Tax #		E mail				
	Phone		Fax				
,.	DBE Contractor Name						yes ☐ No ☐
	Contact Name						
	{ddress						
	Federal Tax #		E mail				
	Phone		Fax				
f.	DBE Contractor Name						yes ☐ No ☐
	Contact Name						
	{ddress‡						
	Federal Tax #		E mail				
	Phone		Fax				

Make additional copies of this page as necessary

DEPARTMENT OF TRANSPORTATION

Office of Civil Rights-Good Faith Efforts Consolidated Form

State Project Number, Contractor,

PART E- BIDDERS LISf - NON-DBE QUOTES SUBMITTED (Complete this part only if the project is let by a local governmental unit. If the project is let by MnDOT3 you must submit information about bids56uotes you have received through the AAS7T0 _ are Project CR9 online system rather than on this form.:

NON-DBE COMMITMENTS List all non-DBE firms who provided quotes or bid proposals7 Indicate whether the quotes were accepted7 Please include a copy of their quote^s_7 NON-DBE Contractor Information					Description of _rk	Dollar Amount Of Bid5Proposal.	.ill airm Be Usedb
c.	NON-DBE Contractor Name						des ☐ No ☐
	Contact Name						
	eddress						
	Federal Tax #		E-mail				
	Phone		Faxi				
j.	NON-DBE Contractor Name						des ☐ No ☐
	Contact Name						
	eddress						
	Federal Tax #		E-mail				
	Phone		Fax				
k.	NON-DBE Contractor Name						des ☐ No ☐
	Contact Name						
	eddress						
	Federal Tax #		E-mail				
	Phone		Fax				
l.	NON-DBE Contractor Name						des ☐ No ☐
	Contact Name						
	eddressi						
	Federal Tax #		E-mail				
	Phone		Fax				

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DEPARTMENT OF TRANSPORTATION

State Project Number

Contractor

PA T SO!"C"TAT"ON OF S&BCONT ACTO S, S&PP!"E S, AND SE +"CE P O+"DE S (Complete this part only if DBE goal is not met.)

list all subcontractors solicited, both DBE and nonBDBE contractors, truckers and suppliers for this specific proDect. "nclude initial contact and folloEBup dates, as Eell as methods of contact (Phone, Fax, Email, etc.).

Ghe good faith effort sHImission shoHld inclHde evidence of the solicitation effort sHch asJ coKies of reLHest for lids sent to MNE firms Oith the name of the MNE firms clearly identifiedJ faQ confirmation sheets shoOing the dateR faQ nHmIer\ name of MNE firmR confirmation the faQ Oas sentJ list of all MNE firms called time of callR Kerson contacted and resKonseJ or email lists Oith time/day sent clearly indicated etcT

Subcontractor/Supplier/Service provider		DBE?		Phone #	Dates, Method of Contact		Description of Work	Dollar Amount of Quote
		Yes	No		DATES	METBOD		
1		☐	☐					
2		☐	☐					
3		☐	☐					
4		☐	☐					
5		☐	☐					
6		☐	☐					
7		☐	☐					
8		☐	☐					
9		☐	☐					
10		☐	☐					
11		☐	☐					
12		☐	☐					

Make additional copies of this page as necessary

State Project Number, Contractor,

PART G - DBEs QUOTED BUT NOT SELECTED (Complete this part only if DBE goal is not met.)

If DBE quotes were rejected, if necessary, attach a separate sheet of paper explaining the specific basis for rejecting any DBE quote.
Notee Additional cost is not in itself sufficient reason for rejecting a DBE quote. However, prime contractors need not accept excessive or unreasonable DBE quotes. The contractorW s standing within its industry or memberships in specific groups Yfor example union vs. non-union employee statusZ are not legitimate causes for the rejection or non-solicitation of a quote in the contractorW s efforts to meet the project goal. Please include a copy of the quoteYsZ received.

DBE QUOTE	DBE F^RMS WHO QUOTED, BUT WERE NOT SELECTED	TYPE OF WORK QUOTED	F^RM SELECTED FOR SCOPE QUOTED	REASON NOT SELECTED
e.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Make additional copies of this page as necessary

DEPARTMENT OF TRANSPORTATION

Offfie f Ofvfi Rfgh ts- Good Faath Efforts Consoladated Form

ºStSe PrtoeeS NumÆerr CtnSrteStrr

PART H s- DESCRIPTION OF GOOD FAITH EFFORTS ,Complete thas part only af DBE goal as not mett Use addataonal sheets af neeessaryt)

Paease desirtbe beaow or tn a separate aetter any aspeits of your efforts to obtatn DBE parttitpatton that are not aaready apparent from the tnformatton provtded tn parts AfG‰ Thts ts an opportuntty to 'teaa the story" of your GFE‰ Paease gtve speitaa attentton to the faitors tdenttfted tn Attaehment 2 of the DBE speitaa provtstons and 49 CFR Part 2\e Appendtx AG The foaaowtng questtons may heap you organtze your desirtptton‰ The questtons beeow aae not tntended to be a eheeketst oa an exhausttve etst of what ts eonstdeaed tn evaeuattng GFEz .nformatton not submttted wtaa not be ionstdered tn maktng a ftndtng of Good Fatth Efforts‰

Questtons to ionstder

- Dtd you use the iurrent DBE dtreitory to tdenttfy DBEs?
- Dtd you break out work tnto untts that smaaa bustnesses suih as DBEs iouad reasonabay perform?
- Dtd you soatitt DBE parttitpatton for work you iouad have seaffperformed?
- Dtd you overaook any DBEs whose bustness operattons are geographtiaaay iaose to the projeit?
- Dtd you host any DBE tnformattonaa workshops or attend any MnDOT sponsored DBE events?
- Dtd you iontait mtnortty bustness organtzattons about DBE opportuntttes?
- Dtd you send ttmeay wrttten „faxe efmatae etit) soatittatton notties to ierttfted DBEs?
- Dtd your soatittatton nottie tniaude the foaaowtng tnformatton? name and locatton offproject btd datee scope ofwork requestede locatton where DBEs can reetew plans and spectfcattons‰ date and ttme to submtt quotee contact name for techntcal asststancee any spectal requtrements
- Dtd you provtde any iontaits for posstbae bondtnge tnsuranie‰ or atnes of iredtt?
- Dtd you provtde any teihntiaa asststanie reaattve to bondtnge tnsuranie‰ or atnes of iredtt?
- Dtd you matntatn a foaaowfup aog to traik responses to your tntttaa soatittattons?
- Dtd you traik the foaaowtng tnformatton after tntttaa soatittatton? name ofDBE frm‰ type ofcontact ¡fax‰ telephonee eematle etc¤ .)e date and ttme DBE contactede name ofcontact persone response receteede reason for DBE not btddtng ¡tfappltcable.)
- Dtd you reietve btds from DBE§ s that you dtd not aiiept? .f soe what were your reasons?

Type Reeponee Be±ow³

DEPARTMENT OF TRANSPORTATION

Exhibit B - Good Faith Efforts Consolidated Form

PART I - CERTIFICATION / GOOD FAITII EFFORTS AFFIDAVIT (You must complete this part()

STATE OF MINNESOTA
COUNTY OF ----------

II ----------I being first duly swornl state as follows:
IFull Name)

1. I am the ---------- of ----------
ITitle) IName of Individuall Companyl Partnershipl or Corporation)

that has submitted a bid for State Project---------- --.

2. I have the authority to make this affidavit for and on behalf of the apparent low bidder.

3. The information provided in the attached Good Faith Efforts Consolidated Form is true and accurate to the best of my belief.

SIGNATURE I(idder or Authorized Representative)	TITLE	DATE

Subscribed and sworn to before me this ------- day of ----------I 20-----

----

Notary Public

My commission expires ----------I 20-----

Pursuant to 49 CFR § 26.1 07I if any person or firm has willfully and knowingly provided incorrect information or made false statements in connection with the Federal D(E programl the USDOT may initiate suspension or debarment proceedings against such person or firm under 49 CFR Part 29I take enforcement action under 49 CFR Part 31 I Program Fraud and Civil Remediesl and/or refer the matter to the Department of Justice for criminal prosecution under 1 8 U.S.C. 1 001 I which prohibits false statements in Federal programs.

DEPARTMENT OF TRANSPORTATION

Minnesota Department of Transportation
Office of Civil Rights

CLEAR FORM

Page _____ of _____

Contractor Payment Form

State Project Number: _____ Prime Contractor: _____ 1st Tier Sub-Contractor: _____

Payment Reporting Period: From: _____ To: _____

Instructions: All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the MnDOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to MnDOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from MnDOT. Some projects require that payment information be entered into AASHTOWare Project CRL. See Table C of the DBE Special Provisions for payment submission requirements.

Contractor Information		Original Contract Amount	Committed DBE -	Actual DBE - to Date
Name:				
Address:				
Phone:				

Name of Subcontractor/Supplier	DBE? (Check if Yes)	Description of Work	Subcontract Amount
1.		1.	1.
2.		2.	2.
3.		3.	3.
4.		4.	4.
5.		5.	5.
6.		6.	6.

Amount of Current Payment	Total Sub-Contractor Payment-To-Date	Paid to date	Final Payment? Yes/No
1.	1.	1.	1.
2.	2.	2.	2.
3.	3.	3.	3.
4.	4.	4.	4.
5.	5.	5.	5.
6.	6.	6.	6.

Company Officials Signature & Title	Date Signed	Name & Title of Individual Completing Report (Type or Print Clearly)
Title:		Title:
Phone:	Fax:	Phone:	Fax:

Completed Contractor Payment forms can be emailed to OCRFormsubmissions.DOT@state.mn.us

Rev. 3/17

Drsadvantaged BBsrness Enterrrrse 2DBE) Total Payment Affrdavrt

MnDOT Office ofCivil Rights

Pursuant to MnDOT Standard Specrfrcatrons for Constructron, Sectron 1516.3, the followrng DBE Total Payment Affrdavrt shall be executed by the Prrme Contractor after all worrk has been performed by a DBE on thrs project. vfthe dollar valBe ofthe DBE frrm's total work rs less than the orrgrnal sBbcontract, rlease descrrbe below.

State Project Numberr _____

STATE OF M,NNESOTA
COUNTY OF _____
,,_____, berng frrst duly sworn, do depose and say thatr

1 , am the authorrized representatrve of_____and, have the authorrty to marke thrs Affrdavrt for and on behalfof sard Prrme Contractor.

2‡ The followrng DBE Subcontractors/Supplrers/Servrce Provrders/Sub-Consultants have performed worrk on thrs contract/ projectr

Disadvantaged Businesses

	Name ofFirm	Dollar Amount OfSubcontract	Retainage Amount	Bond Held	Total Dollar Amount
1					
2					
3					
4					
5					
6					
7					
8					
Total		0	0	0	0

4. ,fthe total dollar value of a DBE frrm¦s portron of the worrk was less than the orrgrnal amount commrtted to be performed by the DBE, you must explarn below and provrde supportrng documentatron.

5. , have fully rnformed myselfregardrng the accuracy of the statements made rn thrs Affrdavrt.

Srgnedr _____

Subscrrbed and sworn to before me
Thrs_____day of_____, 20___

_____
¨Notary Publrc©

My commrssron exprres_____, 20___

Prepare affidavvtvn dupivcate Submvt one affidavvt to the Project Engvneer and emavi one to MnOOT s Office of Cvvvi Rvghts at: OCRformsubmvssvons dot@state mn us

Rev- 4/2022

0MB Control #2 05-0586 (Exp. 5/3 /2027)

DBE Regtiar Deaier/Distribttor Affirmation F orm

U.S. Department of Transportation

Bidder Name:

Contract N ame/N umber:

Sections 26.53(c)(w) of Titie 49 Code of Federai Reguiations requires recipients to make a preiiminary counting determination for each DBE iisted as a reguiar deaier or distributor to assess its eiigibiiity for 6[J or 4[J percent credit, respectiveiy, of the cost of materiais and suppiies based on its demonstrated capacity and intent to perform as a reguiar deaier or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The reguiation requires the recipient's preiiminary determination to be made based on the DBE's written responses to reievant questions and its affirmation that its subsequent performance of a commerciaiiy usefui function wiii be consistent with the preiiminary counting of such participation. The U.S. Department of Transportation is providing this form as a tooi for recipients, prime contractors, reguiar deaiers, and distributors to use to carry out their respective responsibiiities under this reguiation. The form may be used by each DBE suppiier whose participation is submitted by a bidder for reguiar deaier or distributor credit on a federaiiy-assisted contract with a DBE participation goai. The form may aiso be used by prime contractors in connection with DBE reguiar deaier or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaiuation and approvai. ™f this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. ™f a recipient chooses a different method for complying with Section 26.53(c)(¼), it must include that method in its DBE Program Plan.

DBE Name:

Tota: Subcontract/Purcrase Order Amount:

Authorized DBE Representative (Name and TÝtíe):

NAóC5 C.Ode(s) Re lated to the tems to be So ld/Leaseld:

. W"ii all &tems so, d or ,eased be provlideid from the on-hand &nventory at your estabJishment? ☐ YES ☐ NO

(If "YES,' you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60°. STOP here. Read and sign the affirmation below. If "NO" Continue.)

a) Are you selling bulk items (e.g., petroleum products, steel, corcrete, corcrete products, sard, gravel, asphalt, etc.) or items not typically stocked due to their uniique characterisics (aka speciaîlty íltems)?

☐ YES ☐ NO (If "YES,' Go to Question 2. If "NO" Continue.)

b) W,ii at least 54% of the items you are selling be provided from the inventory maintained at your establishment, and wlii the mlnor qLantltles of items delivered from and by other sources be of the general character as those provided from your inventory?

☐ YES ☐ NQ> (If 'YES,' you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60°. STOP here. Read and sign the affirmation below.

*•f – .,š .a), and – . b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, onlly the value of items to be sokd or keased from inventorly can be coUlted at 60%. (Go to QUestiol 3. to determine if the items delivered from and by other sotrces are eligible for Distribttor credit.)

2 Will you deuriver all buuk or spec,allty ritems usirg distributiior equipmert you own (ior uider a liorg-term lease) and operaite?

☐ YES ☐ NOU

(If "YES,' you have indicated that your performance will satisfy the requirements for a regular dealer of bul< items and may be counted at 60°. STOP here. Read and sign the affirmation below.)

° If "NO," your performance will not satisfy the requirements for a regular dealer of lxuj{ items; the vajue of items to be soák or leased calTlTot be coulTtek at 60%. (Go to Question 3.)

3 Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at tr e point of origi n (e. g. a manufacture's faciiity)? ☐ YE S[2] ☐ N O[3]

a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sol d or leased ? ☐ YE S[2] ☐ N O[3]

[2] Yf y\mr responses to 3 and 3.a) are "YES,' you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be collnted at 40°.

[3] If yoll responded "NO" to either 3 or 3.a), collnting of yollr participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

Ë affinn that the Õnformation that Ë provlided above Õis true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. further affinn that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the qua ity of such items in terms of necessary repairs, exchanges, or processing of any warranty c aims for damaged or defective materia s.

Printed N ame and Signattre of DBE Owner/Atthorized Representative:

The bidder acknowledges its responsibiiity for verifying the information provided by the DBE named above and ensuring that the counting of tre DBE's participation is accurate. Any shortfaii caused by errors in counting are the responsibiiity of the bidder.

Printed N ame and Signattre of Bidder's Atthorized Representative: