MINNESOTA DEPARTMENT OF ADMINISTRATION

REQUEST FOR PROPOSAL FOR Industrial Hygiene Services

Minnesota's Commitment to Diversity and Inclusion

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

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

REQUEST FOR PROPOSALS (RFP)

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

Request for Proposals (RFP) for Industrial Hygiene Services

Project Overview

The State of Minnesota (State) through its Department of Administration's Real Estate and Construction Services (RECS), requests proposals and hourly fee schedules from firms and individuals (Responder) to provide industrial hygiene services, including but not limited to, project management, testing, sample collection and analysis, and surveys for abatement of asbestos and other hazardous materials. Services include on-site air monitoring and daily electronic log reports, site surveys, on-site and bulk material collection, sampling and analysis, recommendations, and reports for hazardous materials projects.

NOTE: The current master contracts used by the Minnesota Department of Administration, Real Estate and Construction Services Division for licensed designers expires on April 30, 2022. Consultants with a master contract expiring on April 30, 2022 must submit a proposal to be considered for a new master contract.

Note that an abatement firm, or employees of a firm for an asbestos and/or other related hazardous materials abatement contractor are not eligible to respond to this RFP. This RFP is for entering into a Professional/Technical Contract with companies that provide Industrial Hygiene services only. The services under the resulting Master Contract(s) are to be the State's (Owner's) independent consultants who are not affiliated with, and have no conflict of interest with abatement removal companies due to the work and deliverables under this RFP and resulting contract involving monitoring and reporting on the activities of abatement contractors.

(NEW) Selection Process

The Master Contract for Industrial Hygiene Services program RFP will be available online throughout the five (5) year Master Contract period (April 1, 2022 – March 31, 2027). Responses will only be accepted until November 30, 2027. Responses should only be sent via email to the email address listed in #4 below. Responses that meet the pass/fail qualifications will be awarded a Master Contract.

How to respond to the RFP:

1. Visit https://mn.gov/admin/business/vendor-info/construction-projects/contracts/industrial-hygiene/
2. Review the *RFP, Questions and Answers Fact Sheet, Submission Checklist* and other applicable information on the website
3. If applicable, email questions to recs.contract.drafting@state.mn.us (questions that have not already been answered in the *Question and Answers Fact Sheet* will be added as they are received) Subject line of email should be labeled "**Questions to Industrial Hygiene Services Master Contract RFP**"
4. Email completed response to recs.contract.drafting@state.mn.us. (this is the only acceptable email address to submit responses) Subject line of email should be labeled "**Response to Industrial Hygiene Services Master Contract RFP**"

5. If the application receives a passing score from the review team, the vendor will be sent an award email
6. If the Response receives a failing score from the review team, the vendor will be sent a non-award email
7. Awarded firms will need to submit insurance. Once documents are drafted and insurance is received, the contract will be routed and signed electronically through SWIFT via DocuSign.

*Note:

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

Goals

It is the goal of this RFP to enter into a Professional and Technical Services Master Contract (Master Contract) with Responders meeting the criteria noted under section Proposal Evaluation. Multiple Responders may be offered a Master Contract to perform work. Projects will vary in nature and scope, and will involve emergency response services, new construction, and remodeling for state-owned facilities during a five-year period as described in Sample Tasks, Item 1. below.

The Master Contracts will be used by RECS on most or all state projects required to be done under the authority of the Commissioner of Administration. This includes, but is not limited to, projects done for the Departments of Administration, Corrections, Human Services, and Veterans Affairs, as well as the Minnesota State Academies, Minnesota State Retirement Systems, Perpich Center for Arts Education, and Veterans Home Board.

The Master Contracts will be available for use by State agencies, boards and commissions identified in Minnesota. Statutes 16C.02, subd. 2 and Minnesota state colleges and universities.

Sample Tasks

1. Tasks and work to be provided are:

- Project Management
  - On-site observation of project work
  - Preparation of recommendations and reports

- Air Monitoring, Sampling, and Testing
  - On-site monitoring and daily log reports in electronic and email format
  - On-site and off-site sample analysis, testing reports
  - Industrial hygiene sampling following the American Conference of Governmental Industrial Hygienists (ACGIH), Occupational Safety & Health Administration (OSHA), National Institute of Occupational Safety & Health (NIOSH) or other applicable regulatory or industry best guidelines.

- Collection and Analysis
  - Bulk material analysis and reports
  - Analysis compared to ACGIH, OSHA, NIOSH or other applicable regulatory or industry best guidelines. An American Industrial Hygiene Association (AIHA) or comparable accredited lab to complete lab work.

- Surveys and Reports
    - Surveys, electronic database files, and written reports

- Emergency Response
    - Respond to emergency request for the presence of hazardous materials on site.

2. In addition to Tasks above, and the attachments, the following documents are considered to be part of this RFP and may be found at http://mn.gov/admin/government/construction-projects/manuals-guidelines-forms/forms/index.jsp
- Exhibit D
    - D1, State Insurance Requirements
    - D2, Consultant Certificate of Insurance (to be provided by the Responder if awarded a contract)
- Exhibit E, Affirmative Action Certification (to be completed by Responder) (attached)
- Exhibit E1, Equal Pay Certificate (to be completed by the Responder) (attached)
- Exhibit F, Certification Regarding Lobbying (to be completed by Responder) (attached)
- Exhibit G, Not Used
- Exhibit H, Not Used
- Exhibit I, Affidavit of Noncollusion (to be completed by Responder) (attached)
- Exhibit J, Not Used
- Exhibit K, Consultant Performance Evaluation
- Exhibit L, Not Used
- Exhibit M, Veteran-Owned Preference Form (if applicable) (attached)
- Exhibit O, Resident Vendor Form (if applicable) (attached)

3. The term of this contract is anticipated to run from April 1, 2022 – March 31, 2027, with no additional option to renew.

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

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

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

Subject line of email should be labeled "**Questions to Industrial Hygiene Services Master Contract RFP."**

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

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

What to Include in Your Proposal

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

1. Hourly Fee Schedule: see more detailed description below (labeled Exhibit B).
2. Exhibit C, Responder's Qualifications (see "Scoring Criteria" section for specific details to include and more detailed description below). No other version of Exhibit C will be accepted. Do not include promotional materials.
3. Completed Submission Checklist
4. Submit the following forms (available at http://mn.gov/admin/government/construction-projects/manuals-guidelines-forms/forms/index.jsp):
   - Organizational Conflict of Interests form (see General Requirements Conflicts of Interest and Organizational Conflict of Interest clauses)
   - Exhibit E, Affirmative Action Certification
   - Exhibit E1, Equal Pay Certificate
   - Exhibit F, Certification Regarding Lobbying
   - Exhibit I, Affidavit of Non Collusion
   - Corporate Resolution (to be submitted by responder)
   - TG/ED/VO Certification (to be submitted by responder if applicable)
   - Exhibit M, Veterans Preference Form (if applicable)
   - Exhibit O, Resident Vendor Form (if applicable)

1. Hourly Fee Schedule:

   The responder is required to submit an hourly fee schedule **as a separately attached document**. The hourly fee schedule must show the hourly rates for each of the Responder's employees. The hourly rate must include all project-related expenses, which includes but are not limited to telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. A range of fees for a position is not acceptable. For Category #3, Asbestos Bulk Material Analysis, please provide both an hourly rate and a per sample layer cost. Note that on projects located within 100 miles roundtrip of the Responder's office location (accumulative mileage to and from site), the State ***will not*** pay for travel time or expenses. On projects located over 100 miles round trip of the Responder's office location, the State ***will*** pay for travel time and expenses per day for all work days (Monday through Sunday and State Holidays).

   Reimbursable Expenses: The State reserves the right to modify the allowable reimbursable expenses prior to execution of Work Order Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget. A copy of the Commissioner's Plan is available on the web at: at https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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

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

2. Exhibit C, Responder's Qualifications:
Responders are required to submit specific information as evidence of their qualifications to perform each Industrial Hygiene service. **To be eligible for consideration to provide service under a Master Contract, Responders must submit all the documents listed for the qualifications required for service categories 1-11, and be qualified in all 11 categories (Category 10 is not used).** Proposals must include the information requested for each category of work for which a responder is submitting a proposal.

Three (3) completed projects by the Responder's employee having the required license, certification or credentials is required to support each area of experience.

Responders with multiple offices must submit a complete response for the office location they wish to use.

Projects included in reference must have been started and completed during the 5 year period of February 1, 2017 to January 31, 2022.

Description of Industrial Hygiene Service Categories as follows – See Exhibit C for submittal requirements

Category #	Service Name	Description
1	**Asbestos Air Sampling**	Air sampling and analysis of samples collected. All sampling is to be conducted by companies and individuals credentialed by the Minnesota Department of Health (MDH) and by use of the requirements provided in Minnesota Rules 4620.3592 to 4620.3598.The State requires that air samples collected at project sites are done by a third party, and that, other than educational facilities, they are analyzed utilizing Phase Contrast Microscopy at the project site. Responder is required to have the equipment for this work. Asbestos air samples collected for educational facilities must use Transmission Electron Microscopy analysis, and will be analyzed off-site.
2	**General Air Monitoring**	Includes but is not limited to pre-site analysis and on-site project management, testing and analysis (excludes asbestos air monitoring).
3	**Asbestos Bulk Material Analysis**	Analysis of bulk material collected as part of an inspection. Analysis must be conducted by laboratories accredited according to Minnesota Rules 4620.3460.
4	**Fungal Investigation and Sampling**	Investigation, sampling, evaluating, reporting, and providing corrective recommendations for fungal organism concerns.

5	**General Environmental Condition Evaluations**	Evaluations of workplace issues that could include regulatory requirements of the EPA, Minnesota Pollution Control Agency, or Minnesota Department of Labor and Industry's Occupational Safety and Health Administration (OSHA). Examples of these conditions could include, but are not limited to, the evaluation of suspect chemical fluids, PCB (Polychlorinated Biphenyl) containing items, hazardous materials, mercury and underground storage tanks (USTs).
6	**HVAC Evaluation**	Investigation, sampling, evaluating, reporting, and providing corrective recommendations and designs for HVAC system conditions that could adversely affect indoor air quality in state buildings. Such recommendations could include the measurement and certification of local ventilation exhaust units.
7	**Indoor Air Quality Assessment**	Investigation, sampling, evaluating, reporting, and providing corrective recommendations for indoor air quality concerns. Such sampling is required to be done using recognized Industrial Hygiene standards, and could include, but not be limited to, noise, volatile compounds, particulates, chemical compounds, fumes, and other workplace contaminates.
8	**Lead in Paint Sampling**	Investigation, sampling, evaluating, reporting, and providing corrective recommendations for lead concerns. Such sampling is to be conducted by companies and individuals credentialed by the Minnesota Department of Health and by use of the requirements provided in Minnesota Rules 4761.2550 through 4761.2570.
9	**Hazardous Material Surveys with Electronic Database of Information**	Conduct surveys for suspect asbestos containing, or other hazardous materials, building and site materials and provide corrective recommendations. Information must be put into an electronic format, and electronic data must be converted to portable document format (pdf) on CD-R media. Asbestos surveys and management plans are to be performed by individuals credentialed by the Minnesota Department of Health and by use of the requirements provided in Minnesota Rules, parts 4620.3460 and 4620.3470.
10	**Not Used**	Not Used
11	**Other Hazardous Material Industrial Hygiene Services**	Investigation, sampling, evaluating, reporting, and providing corrective recommendations for other hazardous material concerns.

How to Submit Your Proposal

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

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

All responses must include the following **separately attached** documents, unless otherwise specified:

1. a Hourly Fee Schedule (labeled Exhibit B);
2. a Qualifications Proposal (to include Exhibit C);
3. a completed Submission Checklist
4. a separate document containing all Non-Public/Trade Secret data (as defined by Minn. Stat. §13.37). NOTE: all non-public/trade secret data must be a separate document labeled "Non Public/Trade Secret Data". The State is unable to ensure the protection of non-public/trade secret data contained in any other attachment.

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

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

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

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

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

Proposal Evaluation

All responses received will be reviewed by the State. Proposals will first be reviewed for responsiveness to determine if the minimum mandatory requirements have been met. Proposals that fail to meet minimum mandatory requirements will not be awarded a contract. This Request for Proposals and Fee Schedules is not a guarantee of work and it does not obligate the State to award any contracts or work orders.

The State will not consider the fees and hourly fee schedule submitted by the Responder to be proprietary or trade secret materials.

Qualified Responders that meet the requirements of this RFP will be offered a Master Contract. The State reserves the right to award to all qualified responders meeting the mandatory requirements.

Mandatory Requirements (Scored as Pass/Fail)

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

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

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

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

4. Proposals must include a completed *Submission Checklist*

The State will evaluate Proposals against the evaluation criteria for the degree to which each Proposal meets the following criteria:

Criteria Number	Evaluation Criteria	Maximum Points Available	Evaluator Score
1. 2. 3.	All required forms have been submitted: • Responder's Hourly Fee Schedule (as a separately attached document) • Exhibit C (as a separately attached document) (Only the version included in this RFP with be accepted) (in order to receive a passing score, a minimum of three (3) project references are needed for each bolded category of services your firm selects in Exhibit C. Responder's staff member supervising the project must have a minimum of 3 years of experience and must be licensed, registered or certified in the State of MN as required by law) • Completed Submission Checklist Other Forms to be submitted: • Organizational Conflict of Interest • Exhibit E, Affirmative Action Certification • Exhibit E1, Equal Pay Certificate • Exhibit F, Certification Regarding Lobbying • Exhibit I, Affidavit of Non-Collusion • Corporate Resolution (or Bylaws) and corporate signature • TG/ED Certificate (if applicable) • Exhibit M, Veteran-Owned Preference Form (if applicable) • Exhibit O, Resident Vendor Form (if applicable)	Pass/Fail Pass/Fail Pass/Fail	
Number as Referenced to Exhibit C	**Refer to Qualifications-Exhibit C**		
3.	Statement that responder has been in business for a minimum of three (3) years providing Industrial Hygiene Services.	Pass/Fail	
4.	Statement that responder is in agreement with the State's Master Contract for Industrial Hygiene Services	Pass/Fail	
5a.	Statement of interest to perform the services indicated in the RFP.	Pass/Fail	
5b.	Statement on availability to start work promptly within 24 hours.	Pass/Fail	
5c.	Statement on ability to work on multiple projects simultaneously	Pass/Fail	
5d.	Responder has one or more employees who are AAR certified (responders are to submit names and certifications of employees). AIHA accreditation for other materials such as lead and mold analysis to be done in an AIHA accredited laboratory; however air monitoring sample analysis (during asbestos material removal) is required to be done on site by an individual analyst/s who is/are AAR certified (on the Asbestos Analysts Registry). AIHA will be accepted but it does not change the requirements described in Category#1. On-site analysis will be required. Costs/fees should reflect on-site analysis.	Pass/Fail	
6.	Statement on ability, qualifications and appropriate licensure to perform and provide all Industrial Hygiene Service Categories 1 through 11 (Category 10 is not used). Include statement on compliance with MN Rules 4620.3300-3724. (See Description of Industrial Hygiene Service Categories): Statement on sampling and laboratory analysis provided will be in accordance with MN Rules 4620.3596 and that an American Industrial Hygiene Association (AIHA) or comparable accredited lab will be used for laboratory work.	Pass/Fail	

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

STATE SELECTION PROCESS FOR USE OF MASTER CONTRACTS BY STATE USERS

A. **State Selection Process**--It is anticipated that the following process will be used to select a qualified

Responder for a project with the following estimated project-specific remediation design fee:

$0 to $24,999 - State will select one firm with a Master Contract. **Project requirements, geographic location, consideration given to a qualified TG/ED firm with project-specific experience, and rotation of work will be strong considerations in firm selection.**

$25,000-$49,999 - State will send a written Request for Proposal to a minimum of two firms with a Master Contract with consideration given to a qualified TG/ED firm with project-specific experience.

$50,000-$99,999 - State will send a written Request for Proposal to a minimum of three firms with a Master Contract with consideration given to a qualified TG/ED firm with project-specific experience.

$100,000-$200,000 – State will send a written Request for Proposal to all firms on the Master Contract list.

No work order contract may exceed $200,000.

General Requirements

Affidavit of Noncollusion

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

Conflicts of Interest

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

Proposal Contents

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

Licensure Requirements

Requirements are located in Evaluation Criteria Table on pages 7 & 8.

Disposition of Responses

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to

this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

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

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

Contingency Fees Prohibited

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

Sample Contract

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

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. All travel expenses and other project-related expenses are to be included in the Responder's hourly rates provided in response to paragraph 1 of Hourly Fee Schedule section.

Organizational Conflicts of Interest

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

Preference to Targeted Group (TG) and Economically Disadvantaged Business (ED) *(For RFP'S done for those awarded a Master Contract)*

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830,

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

Veteran-Owned Preference *(For RFP'S done for those awarded a Master Contract)*

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, subd. 6a, the Commissioner of Administration will award a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

A small business qualifies for the veteran-owned preference when it meets one of the following requirements. 1) The business has been certified by the Department of Administration/Materials Management Division as being a veteran-owned or service-disabled veteran-owned small business. 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation). *See* Minn. Stat. § 16C.19(d).

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

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Work Force Certification

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

Equal Pay Certification

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

Certification Regarding Lobbying

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

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Order 12549.

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Insurance Requirements

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

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

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

   $100,000 – Bodily Injury by Disease per employee
   $500,000 – Bodily Injury by Disease aggregate
   $100,000 – Bodily Injury by Accident

   If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

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

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

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

   The following coverages shall be included:

   Premises and Operations Bodily Injury and Property Damage
   Personal and Advertising Injury
   Blanket Contractual Liability
   Products and Completed Operations Liability

Other; if applicable, please list_____
State of Minnesota named as an Additional Insured, to the extent permitted by law

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

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

   In addition, the following coverages should be included:

   Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance** This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

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

   $2,000,000 – per claim or event
   $2,000,000 – annual aggregate

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

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

C. Additional Insurance Conditions:

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

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

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

- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

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

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

Consultant Performance Evaluation

Using Exhibit K, the State will evaluate the Consultant's and/or subconsultants' performance for work provided under this contract.

Project Energy/Utility Savings

The Consultant shall provide designs and specifications that result in maximizing energy savings. Consultant shall complete and submit Exhibit L to the State when applicable to the work under this contract.

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

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

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

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

Subcontractor Reporting

The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of your contract may exceed $500,000, including all extension options, you must track and report, on a quarterly basis,

the amount you spend with diverse small businesses. When this applies, you will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

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

Exhibit C - Qualifications Proposal

State of Minnesota
Real Estate and Construction Services (State)
Qualifications and General Requirements Information

Do not use forms other than those provided herein. The forms provided indicate what information is desired and the format in which it is to be presented. When filling out this form, refer back to the specific items asked under the Scoring Criteria section of the RFP.

1.0 Project Information

State's project name of the project for which this form is being submitted.

a. Project Name (from RFP): Industrial Hygiene Services

2.0 Responding Firms Information

Provide legal name and address and contact person information on the prime firm that is responding to the RFP. If the firm is forming a joint venture or an association with other firm(s) for this project, insert: "in association with" or "in joint venture with" and name the firm(s). Provide addresses of joint venture or associate firm in the section number 4.0 below.

List the name, title, and telephone number of the principal who will serve as the point of contact. Such an individual must be empowered to speak for the responding firm on policy and contractual matters and should be familiar with the programs and procedures of responding firm.

a. Responder's Name & Address (include 9 digit zip code):
b. County of responder's location:
c. Responder's State Vendor Number:
d. Date firm was established:
e. Name, title & telephone number person signing proposal (see section 10.0):
f. Responder's (contact) telephone number:
g. Responder's Fax Number:
h. Responder's Email Address:

3.0 Statement & documentation that responder has been in business for a minimum of five (5) years providing Industrial Hygiene Services:

4.0 Statement that responder is in agreement with the State's Master Contract for Industrial Hygiene Services:

5.0 Responding Firms Interest and Availability

Responder's should provide statements on the Responder and design team's interest and availability to promptly perform the services called for in the RFP.

a. Responder's statement of interest to perform the services as indicated in the RFP:

b. Responder's statement on availability to start work promptly within 24 hours upon execution of contract and to promptly deliver services:

c. Responder's statement on ability to work on multiple projects simultaneously:

d. Responder has one or more employees who are AAR certified. Responders are to submit names and certifications of employees:

1. (required)
2. (required)
3. (required)
4.
5.

6.0 Statement on ability, qualifications and appropriate licensure to perform and provide all Industrial Hygiene Service Categories 1 through 11 (Category 10 is not used). Include statement on compliance with MN Rules 4620.3300-3724. (See Description of Industrial Hygiene Service Categories):

Statement on sampling and laboratory analysis provided will be in accordance with MN Rules 4620.3596 and that an American Industrial Hygiene Association (AIHA) or comparable accredited lab will be used for laboratory work.

7.0 Qualifications of Responder's Key Personnel and Specialists

Provide brief qualifications of key personnel and Specialists expected to participate on this project. Limit qualifications to only those personnel and specialists who will have major project responsibilities. Work completed while employed with other firm(s) may be included as long as firm name and location is identified. Included with your RFP response for this section, insert copies of employees' licenses, certifications, and credentials. Add additional pages if necessary.

Broad Service Range: At least 2 employees must be Licensed Lead Inspectors or Licensed Lead Risk Assessors, MDH Certified Asbestos Inspectors, and MDH Certified Asbestos Site Supervisors. This does not mean the same employees must carry the licenses; there just must be 2 of each licensed employees in the firm. Submit Photo ID of Current Minnesota Department of Health Certification Hard Cards required.

Name and title	Project assignment	Name of firm with which associated	Years' experience with this firm	Years' experience with other firms	Education: degree(s) / year / specification	Active registration: year first registered / discipline	Experience and qualifications relevant to the proposed project

8.0 Qualifications Experience of Responder

Work completed by responder in the past 5 years which best illustrates current qualifications relevant to the "Table of Categories of Service". Insert references from owners following this section. List projects completed by the firm submitting this application. Work performed by other segments of the firm not located within the confines of the office submitting this application, or work completed by individuals while employed with other firms, should not be listed.

Projects included in reference must have been started and completed during the 5-year period of February 1, 2017 to January 31, 2022. Prime consideration will be given to projects that illustrate responder's capability for performing work similar to that described in this RFP. Add additional pages if more space is needed.

[Note: If Responder has an existing master contract with the State, letters of reference from owners are not required, but you must insert a statement indicating such]. If possible, include at least one political subdivision (federal, state, county, or city) project.

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total cost of project	Project represents experience in:
1.				Category 1
2.				Category 2
3.				Category 3
4.				Category 4
5.				Category 5
6.				Category 6
7.				Category 7
8.				Category 8
9.				Category 9
10.Not Used	N/A	N/A	N/A	Category 10
11.				Category 11

9.0 Unique Qualifications - Summarize your team's unique qualifications for this Project and include any specialized or technical certifications that your firm or members of your firm may have (i.e. Two or more projects completed for Minnesota State Agencies or Minnesota State Colleges and Universities (MN State) or University of Minnesota):

10.0 Eligibility Requirements

Respond to each statement below and attach completed documents as required to confirm specific eligibility requirements.

a. I have read and agree to the State's Standard Master Contract/Master Contract Work Order: Yes ☐ No ☐

b. A Certificate of insurance will be provided in accordance with State's Master Contract Work Order, if awarded project Yes ☐ No ☐

c. A signed Affidavit of Non-collusion is attached. Yes ☐ No ☐

d. A completed and signed Affirmative Action Data Page is included with this proposal, if applicable: Yes ☐ No ☐

e. Foreign outsourcing will ☐ will not ☐ be involved in the delivery of contract services.

11.0 Authorized Signature

The proposal must be signed in ink by an authorized member/officer of the Responder. If a corporation person must be authorized in a corporate resolution or partnership document; if a sole proprietor, owner must sign. **All information contained in this form must be current.**

a. Typed name of authorized signor:

b. Typed title of authorized signor:

c. Authorized signature(signature of person identified in Section 2):_____

d. Date Signed: _____

e. Registration Number*:

*State registration/license number for the practices of professional engineering, architecture, land surveying, landscape architecture, geoscience, or use of title for certified interior design assigned by the State Registration Board (http://mn.gov/aelslag/roster.html).

f. Person signing is (select from dropdown): Choose from items below:

**provide copy of corporate resolution or by-laws

g. Firm is registered in Minnesota as a (selection from dropdown list):Choose from items below:, if other, explain

h. MN Tax ID Number:

i. FED Tax ID Number:

j. MN Vendor Number (required for contract):

END OF EXHIBIT C

Exhibit D1

PROFESSIONAL/TECHNICAL CONTRACTS
GENERAL INSURANCE REQUIRMENTS

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

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

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

   $100,000 – Bodily Injury by Disease per employee
   $500,000 – Bodily Injury by Disease aggregate
   $100,000 – Bodily Injury by Accident

   If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

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

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

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

   The following coverages shall be included:

   Premises and Operations Bodily Injury and Property Damage
   Personal and Advertising Injury
   Blanket Contractual Liability
   Products and Completed Operations Liability
   Other; if applicable, please list_____
   State of Minnesota named as an Additional Insured

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

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

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

$2,000,000 – per claim or event
$2,000,000 – annual aggregate

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

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

C. Additional Insurance Conditions:

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

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

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

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

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

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

Exhibit D1

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

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

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

ACORD

EXHIBIT D1

CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER
Agent/Broker Name & Address

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

INSUREERS AFFORDING COVERAGE

INSURED
Contractor/Vendor Name & Address

INSURER A: [illegible] Insurance Company
INSURER B: "
INSURER C: "
INSURER D: "
INSURER E: "
INSURER F: "

COVERAGES

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

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

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

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

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

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

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

AUTHORIZED REPRESETNATIVE

Example

Exhibit E

State Of Minnesota – Affirmative Action Certification

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

Your response will be rejected unless your business:

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

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

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

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights 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 number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail:	190 East 5th St., Suite 700 St. Paul, MN 55101	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:	employerinfo@therightsplace.net				

Exhibit E1

State of Minnesota – Equal Pay Certificate

If your response could be in excess of $500,000, please complete and submit this form with your submission. **It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution**. **You must supply this document with your submission.** Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

Option A – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

☐ Attached is our current MDHR Equal Pay Certificate.

☐ Attached is MDHR's confirmation of our Equal Pay Certificate application.

Option B – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

☐ We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to compliance.MDHR@state.mn.us.

The State of Minnesota reserves the right to request additional information from you. **If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.**

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

Authorized Signature	Printed Name	Title
Organization	MN/FED Tax ID#	Date
Issuing Entity		Project # or Lease Address

Exhibit F

CERTIFICATION REGARDING LOBBYING

For State of Minnesota Contracts and Grants over $100,000

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

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

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

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

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

_____

Organization Name

_____

Name and Title of Official Signing for Organization

By: _____

Signature of Official

_____

Date

Rev. 01/16

Exhibit I

Affidavit of Noncollusion

State of Minnesota

Request for Proposals

Firm Name:

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

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

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

Authorized Signature

Responder's firm name: _____

Print authorized representative name: _____ Title: _____

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

Notary Public

Subscribed and sworn to before me this:

_____ day of _____, _____

_____

Notary Public signature

_____

Commission expires (mm/dd/yyyy)

EXHIBIT M - STATE OF MINNESOTA

STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the state will award a 6% preference on state procurement to certified small businesses that are majority owned and operated by veterans.

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

1) The business has been certified by the Department of Administration/Materials Management Division as being a veteran-owned or service-disabled veteran-owned small business.

   or

2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

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

Claim the Preference

By signing below I confirm that:

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

- The business has been certified by the Department of Administration/Materials Management Division as being a veteran-owned or service-disabled veteran-owned small business.
  or
- My company's principal place of business is in Minnesota **and** the United States Department of Veteran's Affairs verifies my company as being a veteran-owned or service-disabled veteran-owned small business (Supported By Attached Documentation)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.

Exhibit O

STATE OF MINNESOTA
RESIDENT VENDOR FORM

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

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

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

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

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

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

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

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

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

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

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