

State of Minnesota



REQUEST FOR PROPOSALS (RFP)

PART B: FORMS AND DECLARATIONS

NEVI Round 3 Program Administration and Technical Assistance

MnDOT Contract Number: 1063574

Date Posted: 06/16/2026

1. Responder is required to complete and submit the following Forms and Declarations with its Proposal no later than the date and time published in PART A of the RFP.
2. This document is available in alternative formats for persons with disabilities by calling Michael Friberg at 651-366-4683 or for persons who are hearing, or speech impaired by calling the Minnesota Relay Service at 1-800-627-3529. For other information on disability rights and protections, contact MnDOT's [Americans with Disabilities Act \(ADA\) Coordinator](#).
3. These Forms and Declarations will NOT be included in the Proposal's page limits set for this RFP, as applicable, which is provided in Section 3, Part A of this RFP.

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ATTACHMENT 1: RESPONDER DECLARATIONS & CERTIFICATIONS

The undersigned declares and certifies, to the best of their knowledge and belief, that:

1. Proposal Contents

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 to MnDOT by law.

2. Authorized Signature

The Proposal, as well as all attachments and other required documents, including without limitation these Declarations and Certifications, are signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.

3. Non-Collusion Certification

The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other Responder designed to limit fair or open competition; and

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 other individual prior to the due date and time of this RFP. Any evidence of collusion among Responders in any form designed to defeat competitive proposals will be reported to the Minnesota Attorney General for investigation and appropriate action.

4. Organizational Conflicts of Interest

To the best of Responder's knowledge and belief, and except as otherwise disclosed in Attachment 3 below, Responder declares and certifies that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest.

5. Telecommunications Certification

Responder certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 Code of Federal Regulations (CFR) 200.216, Responder will not use funding covered by this RFP to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as defined in Section 889 of the John S. McCain National Defense Authorization Act) as a substantial or essential component of any system or as critical technology as part of any system. Responder will include this certification as a flow down clause in any contract related to this agreement.

6. Copyrighted Material Waiver

Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its Proposal.

7. Certification of Nondiscrimination (In accordance with Minnesota Statutes §16C.053)

Responder certifies that 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.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Authorized Signature

Responder's firm name: _____ Vendor ID: _____

Printed name: _____ Title: _____

Email: _____ Telephone: _____

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

ATTACHMENT 2: EXCEPTIONS TO MnDOT'S TERMS AND CONDITIONS FORM

MnDOT presumes Responder agrees to MnDOT's standard contract terms and conditions unless Responder takes specific exception to one or more of the conditions listed on this form. MnDOT reserves the right to reject, negotiate, modify, or accept any of the proposed modification to MnDOT's terms and conditions.

As of July 1, 2025, certain terms are unenforceable in state contracts. See Minnesota Statutes §16C.05 subdivision 8.

Unenforceable Terms

- a. A contract entered into by MnDOT will not contain a term that:
 - i. Requires MnDOT to defend, indemnify, or hold harmless another person or entity, unless specifically authorized by statute;
 - ii. Binds a party by terms and conditions that may be unilaterally changed by the other party;
 - iii. Requires mandatory arbitration;
 - iv. Attempts to extend arbitration obligations to disputes unrelated to the original contract;
 - v. Construes the contract in accordance with the laws of a state other than Minnesota;
 - vi. Obligations state funds in subsequent fiscal years in the form of automatic renewals as defined in section 325G.56; or
 - vii. Is inconsistent with Chapter 13, the Minnesota Government Data Practices Act.
- b. If a contract is entered into that contains a term prohibited in paragraph (a), that term will be void and the contract is enforceable as if it did not contain that term.

Please Note: exception requests that would cause the term(s) to become unenforceable pursuant to the above may result in the disqualification of Responder's Proposal from further review and evaluation.

Responder must explicitly list below all proposed exceptions to MnDOT's terms and conditions, if any. Reference the clause number and page number of each term or condition for which Responder desires an exception or modification (add *additional pages if necessary*). If no proposed exceptions exist, clearly state "NONE" on the form below. Whether or not exceptions are desired, Responder must sign and date this form and submit it as part of its Proposal.

Clause and Page Number	Suggested Change to Clause	Explanation or Justification

By signing this form, I acknowledge that the above-named Responder accepts, without qualification, all terms and conditions stated in this RFP, including all of MnDOT's standard contract terms and conditions, except those clearly outlined as proposed exceptions above.

Authorized Signature

Responder's firm name: _____ Vendor ID: _____

Printed name: _____ Title: _____

Email: _____ Telephone: _____

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

ATTACHMENT 3: RESPONDER FORMS

All forms incorporated into this Attachment must be completed and signed by Responder's duly authorized representative and submitted with Responder's Proposal, unless otherwise noted.

Summary of Included Forms:

- ☐ Resident Vendor Form
- ☐ Conflict of Interest Checklist and Disclosure Form
- ☐ Workforce and Equal Pay Declaration Form

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WORKFORCE AND EQUAL PAY DECLARATIONS FORM

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

1. Select one:

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

2. Select all that apply:

We are a Certificate holder:

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

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

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

We have not applied for one or both certificates:

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

We are Exempt:

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

Authorized Signature

Responder's firm name: _____ Vendor ID: _____

Printed name: _____ Title: _____

Email: _____ Telephone: _____

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

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

CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

Purpose of this Checklist: This checklist is provided to assist Responders in screening for potential organizational conflicts of interest. The checklist is for the internal use of Responders and does not need to be submitted to MnDOT, however, the “Disclosure of Potential Conflict of Interest” form must be submitted with your Proposal.

Definition of “Responder”: As used herein, the word “Responder” includes both the prime contractor and all proposed subcontractors.

Checklist is not Exclusive: Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a Responder 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: Responders must complete the attached disclosure and submit it with their Proposal (or separately, as directed by MnDOT, for projects not awarded through a competitive solicitation). If the Responder determines a potential conflict of interest exists, it must disclose the potential conflict to MnDOT; however, such a disclosure will not necessarily disqualify a Responder from being awarded a contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the Proposal, and it will not be provided to selection committee members. MnDOT’s Contract Management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the Responder may be awarded the contract notwithstanding the potential conflict. MnDOT’s Contract Management personnel may consult with MnDOT’s Project Manager and Department of Administration personnel. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the Commissioner of Administration.

Material Representation: Responders 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 Responder 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. MnDOT reserves the right to cancel or amend the resulting contract if the Responder failed to disclose a potential conflict, which it knew or should have known about, or if the Responder provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts: MnDOT recognizes that Responder’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. MnDOT will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MnDOT’s intent to disqualify Responders 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 Responder’s ability to provide objective advice to MnDOT. MnDOT would seek to disqualify Responders only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MnDOT must follow statutory guidance on organizational conflicts of interest.

Statutory Guidance: Minnesota Statutes §16C.02, subdivision 10(a) places limits on state agencies’ ability to contract with entities having an “organizational conflict of interest.” For purposes of this checklist and disclosure requirement, the term “vendor” includes “Responder” as defined above. An “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 must 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 must 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:

1. The Responder, 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.
2. The Responder, or its principals, in previous work for MnDOT 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 Responder who performed final design for MnDOT and now seeks to provide construction administration services for that same project. MnDOT 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 MnDOT; and (2) the vendor's objectivity in performing the contract work is or might otherwise be impaired.
3. The Responder is providing services to another governmental or private entity and the Responder knows or has reason to believe, that entity's interests are, or may be, adverse to MnDOT'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 MnDOT project if a local government has also retained the Responder for the purpose of persuading MnDOT to stop or alter the project plans.
4. This contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the Responder has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to this contract.
5. The Responder is providing real estate or design services to a private entity, including but not limited to developers, whom the Responder 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 Responder'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 Responder'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 Responders 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 Responder 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.
6. The Responder has a business arrangement with a current MnDOT 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 Responder being awarded this contract. This item does not apply to pre-existing employment of current or former MnDOT employees, or their immediate family members. Comment: this provision is not intended to supersede any MnDOT 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 Responder may have unfair access to "inside" information.
7. The Responder has, in previous work for MnDOT, 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 Responder with an unfair advantage in preparing a Proposal for this project. Comment: this provision will not, for example, necessarily disqualify a Responder 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 Responders. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential Responders. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
8. The Responder has, in previous work for MnDOT, 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.
9. The Responder, 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 MnDOT.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the Responder 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:

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

Name: _____ Telephone: _____

Authorized Signature

Responder's firm name: _____ Telephone: _____

Printed name: _____ Title: _____

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

RESIDENT VENDOR FORM

In accordance with Minnesota Statutes §16C.02, subdivision 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 an RFP for a contract is first advertised or announced, including 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 preference status in its Proposal submission.

To receive recognition as a Minnesota Resident Vendor (“Resident Vendor”), Responder must meet each element of the statutory definition above by the solicitation opening date and time. If Responder wishes to affirmatively claim Resident Vendor status, it should do so by submitting this form with its Proposal.

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

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

(“Yes” or “No” must be checked for each item)

1. Is authorized to conduct business in the state of Minnesota on the date this solicitation for a contract is first advertised or announced. (This includes a foreign corporation duly authorized to engage in business in Minnesota.)
☐ **Yes** ☐ **No**
2. Has paid unemployment taxes or income taxes in the state of Minnesota during the 12 calendar months immediately preceding submission of the Proposal for which any preference is sought.
☐ **Yes** ☐ **No**
3. Has a business address in the state of Minnesota.
☐ **Yes** ☐ **No**
4. Agrees to submit documentation, if requested, as part of the Proposal, to verify compliance with the above statutory requirements.
☐ **Yes** ☐ **No**

Authorized Signature

By signing below, Responder is certifying its compliance with the requirements set forth herein and claiming Resident Vendor status in its Proposal submission.

Responder’s firm name: _____ Telephone: _____

Printed name: _____ Title: _____

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

If Responder is claiming Resident Vendor status, it must sign and return this form with its Proposal submission.