

1. Please clarify what is meant by “Equity” in the Evaluation Criteria on page 8 of the RFQ. Is this related to MAPA contracts only or does this include other agencies as well? Are we to include any information in our proposal regarding our current contracts?

Reviewers have been instructed to identify the extent to which a respondent firm or team contributes to MAPA’s Disadvantaged Business Enterprise (DBE) goal and that the approach is inclusive of all populations– including Environmental Justice populations. No additional documentation of existing contracts is required.

2. Please clarify what is meant by an “Implementation Plan” in Submittal Requirements Section C – Project Approach.

The implementation plan referenced in that section refers to a firm or team’s ability to demonstrate that the project management approach identifies key phases of the project and can implement the proposed schedule. Reviewers will utilize evaluation criteria 5 to evaluation these elements of each proposal.

3. The Submittal Requirements are missing Sections D and E. May we re-alphabetize the sections in our proposal or would you prefer we match what is shown in the RFQ?

This was inadvertent; the RFQ has been revised with the correct lettering in this section. The revised RFQ is available at <http://mapacog.org/projects/rfpsrfqs/>

4. Submittal Requirements Section C is titled “Scope of Services” but does not appear to require that submittals include a scope of services. Please clarify what is required related to scope of services.

“I: Scope of Services” is seeking additional information about the firm or team’s qualifications, experience, bandwidth, and availability to successfully implement the key tasks identified in section 2 of the RFP entitled Scope of Services.

5. Please clarify whether the Proof of Insurance counts towards the page limit. Per the Submittal Requirements, the Proof of Insurance is to be included after NDOT Form 498 which does not count towards the page limit.

Proof of Insurance documentation does not count towards the page limit requirement.

6. The evaluation criteria on page 6 of the RFP does not total 100. Based on this can you please provide clarification of the evaluation criteria.

The evaluation criteria have been revised to total 100, as noted in the RFQ. An updated version of the RFQ is available at <http://mapacog.org/projects/rfpsrfqs/>

7. The evaluation criteria on page 6 of the RFP includes 10 points for “Equity.” What do you mean by Equity and how do you intend to judge this in the proposals?

Please see response to question 1.

8. Please clarify what conflict of interest form that should be submitted.

Respondents should use the NDOT form available here: <https://dot.nebraska.gov/business-center/lpa/projects/downloads/>

9. Proof of Insurance - Will a sample certificate of liability showing our limits be acceptable for the proposal? Do we need a certificate filed with the County with MAPA named as the additional insured on our certificate of insurance, or can we state that all contractual obligations will be met?

Proof of Insurance should be submitted in ACORD format. MAPA is not required to be listed as an additional insured at the time of proposal, but both MAPA and the State of Nebraska must be named as Additional Insureds prior to contracting. A sample insurance ACORD and the NDOT's Insurance Requirements for Professional Service Providers (LPA Projects) is attached.

10. Conflict of Interest Disclosure - Does MAPA have a separate form to utilize or is the intent to utilize NDOT's version (Conflict of Interest Disclosure Form for LPAs for Local Federal-Aid Transportation Project

Respondents should use the NDOT form available here: <https://dot.nebraska.gov/business-center/lpa/projects/downloads/>





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ***EXAMPLE*** Insurance Agent/Broker Name/Address	CONTACT NAME: Agent contact PHONE (A/C, No, Ext): Agent contact FAX (A/C, No): Agent contact E-MAIL ADDRESS: Agent contact																					
INSURED Name/Address of Consultant entering into an Agreement with NDOT	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Ins. company name</td><td>111111</td></tr><tr><td>INSURER B:</td><td>Ins. company name</td><td>222222</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Ins. company name	111111	INSURER B:	Ins. company name	222222	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	#xyz123	date	date	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	Y	#1234	date	date	<table><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td>OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 500,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$ 100,000	E.L. DISEASE - EA EMPLOYEE		\$ 100,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000	
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B	Professional Liability			#123asdf	date	date	\$1,000,000 per claim/ \$1,000,000 aggr														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General liability coverage is provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury. The general liability coverage includes contractual liability on a broad form basis without any limiting endorsements and the State of Nebraska Department of Transportation (and LPA if an LPA project) is an Additional Insured on a primary and non-contributory basis, including completed operations. The Excess/Umbrella coverage is in excess of the specified Employers Liability, Commercial General Liability and Automobile Liability coverage. The Professional Liability policy includes coverage for pollution liability with a limit of \$1,000,000 or greater. (**NOTE** If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.) Electronic Data Processing Data and Media Coverage \$100,000; Valuable Papers Coverage \$25,000.

CERTIFICATE HOLDER**CANCELLATION**

The Owner (if an LPA project) & the Nebraska Department of Transportation	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE ***must have a signature***

A. Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this Agreement,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

B. General Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 2,000,000 General Aggregate
 - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
 - d. \$ 1,000,000 Personal/Advertising Injury
- (2) Consultant shall be responsible for the payment of any deductibles.
- (3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- (4) General Aggregate to apply on a Per Project Basis.
- (5) LPA and the State of Nebraska, Department of Transportation ("State") shall be named as Additional Insureds on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- (6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.
- (7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- (9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.

EXHIBIT "E"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)

- (10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

C. Pollution Coverage –

- (1) In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.
- (2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of Consultant.

D. Automobile Liability –

- (1) Limits of at least:
- a. \$ 1,000,000 CSL Per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of Subrogation in favor of LPA and State, shall be added to the policy.

E. Workers' Compensation –

- (1) Limits: Statutory coverage for the State where the project is located.
- (2) Employer's Liability limits:
- a. \$100,000 Each Accident
 - b. \$100,000 Disease – Per Person
 - c. \$500,000 Disease – Policy Limit
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State must be added to, or included in, the policy

F. Professional Liability –

- (1) Limits of at least:
- a. \$ 1,000,000 Per Claim
 - b. \$ 1,000,000 Annual Aggregate
- (2) Coverage shall be provided for three years after work/project completion.

EXHIBIT "E"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)

G. Electronic Data and Valuable Papers –

- (1) Limits of at least:
 - a. \$100,000 Electronic Data Processing Data and Media
 - b. \$25,000 Valuable Papers

H. Umbrella/Excess –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 1,000,000 Annual Aggregate
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) LPA and State shall be “Additional Insureds”.
- (4) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be provided.

I. Additional Requirements –

- (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).
- (2) Any insurance policy shall be written by an insurance company with a Best’s Insurance Guide Rating of A – VII or better.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA and State evidence of such insurance coverage in effect in the form of an Accord (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA and State as the certificate holders.
- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA and State when Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant must forward any pertinent notice of cancelation or termination to LPA and State by mail to the address listed below (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier.

**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)**

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's

Responsible Charge, and to State at the following address:

Nebraska Department of Transportation
Consultant Services– Insurance
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
NDOT.ConsultantInsurance@nebraska.gov

- (5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.
- (6) The limits of coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility or liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.