



**MINNESOTA
SAFETY COUNCIL**
CHAPTER OF  **nsc**

REQUEST FOR PROPOSALS (RFP)

Minnesota Seat Belt Observational Survey

2026

TABLE OF CONTENTS

Project Overview	3
Deliverables	5
Project Timeline	5
RFP Schedule and Questions	5
Proposal Submission Requirements	6
Letter of Transmittal	7
Project Understanding and Workplan	7
Contractor Qualifications	8
Cost Proposal/Budget	8
Proposal Instructions	8
Proposal Evaluation	8
General Requirements	9

Attachments

- Exhibit A: 23 CFR Part 1340, also available at <https://www.ecfr.gov/current/title-23/chapter-III/part-1340>
- Exhibit B: Certification Regarding Lobbying
- Exhibit C: Sample Contract

Project Overview

The Minnesota Safety Council (MSC) is soliciting proposals from qualified contractors with the skills and expertise to conduct a statewide observational survey of seat belt use in Minnesota (the Project).

The Project entails the design and implementation of a seat belt use observational survey that fully complies with the National Highway Traffic Safety Administration (NHTSA) Uniform Criteria for State Observational Surveys of Seat Belt Use ([23 CFR Part 1340](#)) (the Uniform Criteria). The results will be used to calculate Minnesota's official statewide seat belt use rate for federal reporting and program planning purposes. See the attached **Exhibit A** for details.

*This RFP is for informational and planning purposes only and does not obligate MSC to award a contract, proceed with, or complete the Project. MSC may, at its discretion, modify or cancel this RFP or the Project, request additional information, or choose not to move forward with any proposal. Any costs incurred in preparing a proposal are the responsibility of the submitter. No contractual relationship will exist unless and until a definitive written agreement is executed by the parties.

Project Goals

The goals of the Project are to conduct an observational survey of Minnesota seat belt use during 2026 that is compliant with the Uniform Criteria, produce statistically valid statewide seat belt use rate with a confidence level of at least 95% and a standard error not exceeding 2.5 percentage points, ensure data collection, quality control, analysis, and reporting meet all federal and state standards, and provide complete documentation and data files suitable for NHTSA review and audit.

Scope of Work

A contractor selected for the Project (Contractor) will be responsible for all aspects of survey planning, data collection, analysis, and reporting. At a minimum, the Contractor shall:

Survey Design and Preparation:

- Become fully knowledgeable of the NHTSA Uniform Criteria for State Observational Surveys of Seat Belt Use (23 CFR Part 1340);
- Develop or implement a survey design approved by NHTSA;

- Review and confirm usability of existing NHTSA-approved observation sites, if applicable, and identify alternate sites, when necessary, in accordance with Uniform Criteria;
- Define observational procedures and protocols, including substitution and rescheduling procedures; and
- Prepare observer schedules, maps, training materials, and data collection instruments.

Observation Site Review and Management:

- Use the 240 NHTSA approved observation sites that were observed 2022- 2025 (Previous Observation Sites);
- Assess the usability and safety of Previous Observation Sites. This includes determining whether Previous Observation Sites can be safely and feasibly used for the 2026 seat belt observation survey;
- Consider construction activity, roadway changes, seasonal or weather-related conditions (including spring flooding), traffic patterns, and any other factors that may impact observer safety or data integrity;
- Implement site substitutions when necessary. If any of the Previous Observation Sites are temporarily or permanently unavailable, the Contractor shall follow NHTSA Uniform Criteria protocols for substitution and rescheduling. Site substitutions may include the use of a pre-approved list of alternate observation sites that meet the same county and roadway classification;
- Document and submit all site substitutions and re-selections to MSC for review and approval; and
- Plan for required site re-selection for future survey years.

Staffing and Training:

- Recruit, hire, and manage qualified observers and quality control monitors;
- Ensure observers are at least 18 years of age and capable of safely performing roadside observation duties;
- Provide comprehensive observer and monitor training consistent with Uniform Criteria requirements; and
- Ensure all observers and monitors have received required training within the past 12 months.

Data Collection:

- Conduct direct observation of seat belt use at assigned observation sites during assigned times;
- Collect data using electronic data collection tools (e.g., tablets);

- Ensure compliance with all observation environment requirements (e.g., no law enforcement presence, no signage); and
- Transmit data electronically in a secure and timely manner.

Quality Control:

- Conduct unannounced quality control monitoring at no less than five percent (5%) of observation sites; and
- Document quality control findings and corrective actions.

Data Analysis and Reporting:

- Compute statewide seat belt use estimates using approved sampling weights and variance estimation methods;
- Ensure nonresponse rates do not exceed ten percent (10%) and conduct additional observations if necessary;
- Prepare all required NHTSA reporting forms (including Parts A and B); and
- Provide certification materials required by NHTSA.

Project Deliverables

Project deliverables include:

- One final written report in accessible, editable Microsoft Word format;
- One final written report in accessible PDF format;
- Documentation demonstrating accessibility compliance;
- All raw data files, weighting files, analysis programs, and supporting documentation; and
- NHTSA-compliant seat belt rate certification materials.

All data, documentation, and deliverables produced shall be the property of MSC and the Minnesota Office of Traffic Safety.

Project Timeline

The anticipated contract period will begin upon full execution of the contract and continue through completion of all required deliverables for the initial contract term. The anticipated initial term of the contract will begin on May 18, 2026 and continue through September 30, 2026.

A contract may be renewed annually for up to five (5) years, contingent upon satisfactory performance by the Contractor, as solely determined by MSC, and the availability of continued funding provided by the NHTSA. Any contract renewal, if exercised, will be executed through written contract amendments and contract renewal is not guaranteed.

If a contract is renewed beyond the 2026 survey year, the Contractor shall develop a new sampling frame, select new observation sites for the 2027 survey year, and prepare and submit all required documentation to obtain NHTSA approval prior to implementing new sites in accordance with the Uniform Standards. The Contractor shall submit in a complete draft re-selection package to MSC no later than January 1, 2027, for review and revision as needed, to allow timely submission to NHTSA no later than March 1, 2027.

RFP Schedule and Questions

Timeline:

- Solicitation RFP document available and posted on MSC website 04.02.2026
- Deadline for Submitting Questions 04.08.2026
- Responses to Questions Issued 04.10.2026
- Proposals Due 05.01.2026
- Evaluation begins (estimated) 05.04.2026
- Anticipated Award 05.18.2026
- Data Collection: Spring–Summer 2026
- Final Deliverables Due 09.30.2026

*Dates may be adjusted at MSC’s discretion.

Submission of Questions; Modification of RFP:

Questions regarding this RFP may be submitted via e-mail no later than 12:00 p.m. CT on Friday, April 8, 2026, to:

Lisa Kons, Traffic Safety and Advocacy Director
Minnesota Safety Council
E-mail Address: lisa.kons@mnscc.org
E-mail Subject Line: Seat Belt Use Survey RFP

Questions must be e-mailed. Questions submitted by other means, e.g. telephone, regular mail, fax, etc., or submitted to persons other than the individual listed above will not be answered. MSC personnel are **NOT** authorized to discuss this RFP at any time during the solicitation period. Contact regarding this RFP with any personnel other than the authorized individual above may result in disqualification.

MSC reserves the right to modify this RFP at any time prior to the Submission Deadline. Any modification will be issued as an addendum to the RFP and posted online.

Proposal Submission Requirements:

Intended Contractors must submit a Technical Proposal (the Proposal). The Proposal must demonstrate understanding of the Project and include a detailed methodology, staffing

plan, training plan, data collection and quality control procedures, analysis methods, and reporting approach. It must present a clear understanding of what is to be accomplished by the Project and articulate an understanding of the Project's description and the overall duties and responsibilities of the Contractor. The Proposal must include:

1. **Letter of Transmittal.** A letter must be drafted on corporate or company letterhead and signed by an individual authorized and delegated to legally bind the Contractor. It must include:
 - a. A statement indicating whether employees of the Contractor will be used exclusively to provide services, whether independent subcontractors will be used exclusively to provide services, or whether a combination of employees and independent subcontractors will be used for engagements;
 - b. A statement indicating the Contractor's commitment to be responsible for the performance of any independent subcontractors, if applicable;
 - c. A statement certifying that the Contractor currently has in force the minimum insurance coverage identified in this RFP insurance coverage, or that such minimum insurance coverage will be purchased prior to awarding of a contract; and
 - d. A statement certifying all minimum insurance coverage identified in this RFP will be maintained throughout the contract term and is a condition of remaining a contract holder.

2. **Project Understanding and Work Plan.** The Work Plan must include:
 - a. A description of the deliverables to be provided by the Contractor;
 - b. A detailed work plan that identifies the major tasks to be accomplished;
 - c. A description of scheduling and managing tools to be used, as well as the basis for invoicing;
 - d. A description of the observer training and training materials that will be provided;
 - e. An explanation of the procedures to be used for data collection, including data collection instruments, and a plan for responding to missing or inaccurate data;
 - f. An explanation of the data sources, methods for data analysis, and categories to be included in the analysis; and
 - g. The proposed outline for a final report that includes the tables that will be presented.

3. **Contractor's Qualifications.** The Proposal must include a description of the Contractor's background and experience with examples of similar work previously completed. It must also include a list of personnel who will conduct the Project, including their qualifications, job descriptions, training, work experience, and previous experience with similar projects. The Proposal must state the name and

describe the qualifications of a survey statistician meeting the requirements in §1340.8(c) of the Uniform Criteria. Resumes or other information about Project personnel must not contain personal information such as telephone numbers, home addresses, or home email addresses. The Proposal must detail and describe Contractor's background and experience with conducting NHTSA-approved seat belt observational surveys, analyzing the data, generating NHTSA-approved state safety belt rates, and producing reports that can be easily understood and utilized. The Contractor must demonstrate experience in the development and application of weighting formulas. The Contractor should detail any experience with the analysis methodology currently in use in Minnesota, as well as statistical work, survey design, and probability-based sampling.

4. **Cost Proposal/Budget.** The Proposal must provide a detailed budget which includes fixed hourly rates for personnel, observer compensation, training costs, in-state travel costs (in accordance with the Commissioner's Plan, as detailed below), and other allowable expenses. All cost details should be based on a fixed hourly rate. The observers should receive compensation based on days and sites observed (including training), reimbursement for mileage based on the current IRS rate of .725 per mile, and reasonable lodging and meals based on the Commissioner's Plan. Prices and terms as stated must be valid for the length of the Project.

Proposal Instructions

All Proposals must be submitted in writing via e-mail to: lisa.kons@mns.org no later than May 1, 2026 (the Submission Deadline) and include separately attached documents for the Technical Proposal, Cost Proposal/Budget, and Workplan. Fax or mailed proposals will not be accepted or considered. All Proposals must be received by the Submission Date; MSC will not accept or consider late Proposals.

Proposal Evaluation

All Proposals received by the Submission Deadline will be reviewed to determine if minimum requirements have been met. Proposals that fail to meet minimum requirements will not be considered. Following Phase Two of the evaluation, MSC may request an interview or demonstration(s)/presentation(s) to assist in evaluating a Proposal or Contractor. MSC reserves the right to seek best and final offers. A 100-point scale will be used to evaluate each Proposal and create the final evaluation recommendation.

Phase One Evaluation Factors

Phase One will determine if a Proposal meets the following minimum requirements:

1. Receipt of the Proposal on or before the Submission Deadline; and
2. Identification of a qualified survey statistician.

Phase Two Evaluation Factors

Phase Two will evaluate Proposals and create either the final award recommendation or identify a list of finalists for interviews and/or demonstrations.

Proposals will be evaluated based on the Submission Requirements and on a best value basis, according to the following 100-point scale:

1. Understanding of project goals and requirements – 10%
2. Work plan and methodology – 35%
3. Qualifications and experience – 25%
4. Cost Proposal/Budget – 30%

General Requirements

Conflicts of Interest

The Contractor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the Project. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

Proposal Contents

By submitting a Proposal, Contractor warrants that the information provided in such Proposal 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 and/or subject Contractor to suspension or debarment proceedings as well as other remedies available by law.

Certification Regarding Lobbying

Federal money will be used or may potentially be used to pay for all or part of the work contemplated in this RFP. Proposals must include a completed **Certification Regarding Lobbying**, attached here as **Exhibit B**.

Sample Contract

A sample of MSC's standard Professional/Technical Services Contract is attached as **Exhibit C**. Much of the language reflected in the contract is required by statute. The Proposal must detail any changes requested to MSC's standard contract language. Inability of a Contractor to accept the standard contract terms may result in a Proposal being disqualified from further review and evaluation. Only contract change requests detailed in the Proposal will be discussed or negotiated by MSC.

Reimbursement

Reimbursement for travel and 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 Minnesota Management and Budget (the Commissioner's Plan). Reimbursement will not be made for expenses incurred outside the state of Minnesota without written approval for out of state

travel. Minnesota will be considered the home state for the purposes of determining whether travel is out of state.

Insurance Requirements

The selected Contractor must provide Certificates of Insurance prior to commencing work and maintain coverage throughout the contract term. MSC reserves the right to terminate the contract for failure to maintain required insurance.

The Contractor shall not commence any work until all the insurance described below has been secured and approved by MSC. The Contractor shall maintain such insurance in full force and effect throughout the term of the contract.

The Contractor is required to obtain, 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

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance with protection 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 such operations are by the Contractor, 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

3. **Professional Liability insurance** 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. Insurance minimum limits are as follows:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

4. **Commercial Automobile Liability Insurance:** Contractor must maintain insurance with protection from claims for damages for bodily injury as well as 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. If any work is subcontracted, the Contractor must require any 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 coverage should be included:
Owned, Hired, and Non-owned Automobile

5. **Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy):** Contractor must maintain insurance with protection from 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. 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 MSC. If the Contractor desires authority from the State of Minnesota (State) to have a deductible in a higher amount, such request shall (1) be in writing, (2) specify the amount of the desired deductible, and (3) provide financial documentation including Contractor's 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 any insurance coverage shall not be after the effective date of the contract and Contractor shall maintain such insurance for a period of at least three (3) years following completion of the work. If any insurance policy is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

Additional Insurance Conditions:

- Contractor's policy shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under the contract;
- If Contractor receives a cancellation notice from an insurance carrier, Contractor must notify MSC within five (5) business days and provide a copy of the cancellation notice, unless Contractor's policy contain a provision that coverage afforded under the policy will not be cancelled without at least thirty (30) days advance written notice to the State;
- Contractor is responsible for payment of all insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached to the Proposal; and
- Contractor's policy shall include legal defense fees in addition to its liability policy limits, with the exception of Commercial Automobile Coverage;

MSC 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 in such event.