

**STATE of MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**



**SAINT PAUL COLLEGE
EAST TOWER MASONRY RESTORATION AND WINDOW REPLACEMENT
PROJECT**

**REQUEST FOR QUALIFICATIONS (RFQ)
for
CONSTRUCTION MANAGER as CONSTRUCTOR (CM) SERVICES**

April 29, 2019

SPECIAL NOTE: This Request for Qualifications (RFQ) does not obligate the Minnesota State Colleges and Universities system, hereinafter referred to as "Minnesota State", its Board of Trustees, or South Central College to award a contract or complete the proposed project and each reserves the right to cancel this RFQ if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFQ format may be rejected. Responding vendors must include the required information called for in this RFQ. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFQ by posting notice of the change(s) on Minnesota State's website, <http://www.minnstate.edu/vendors/index.html> under FACILITIES CONSULTANT & CONTRACTOR OPPORTUNITIES.

For this RFQ, written questions or communications regarding this RFQ shall be submitted via email and shall include the name of the questioner and their telephone number, fax number and e-mail address. Addendum to the RFQ will be posted with the RFQ. Vendors should acknowledge receipt of any addendum when submitting a proposal.

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Section I. General Information

Background

Minnesota State Colleges and Universities is the fifth-largest system of higher education in the United States. It is comprised of 31 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 400,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is governed by a 15 member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State Colleges and Universities, please view its website at www.MinnState.edu.

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, hereinafter referred to as "Minnesota State", on behalf Saint Paul College, intends to retain a Construction Manager as Constructor, hereinafter referred to as "CM" services for the **East Tower Masonry Restoration and Window Replacement Project**.

Selection Process

Nature of RFQ

Minnesota State is soliciting statements of qualifications from interested, qualified construction management firms, and intends to retain a firm to provide Construction Manager as Constructor (CM) services for the construction of the described facilities improvement(s), hereafter referred to as the "Project". This RFQ is undertaken by Saint Paul College, pursuant to the authority contained in provisions of Minnesota Statutes § 16C.34, § 136F.581 and other applicable laws.

Minnesota State will evaluate responses to the RFQ in accordance with criteria set forth in Section III of this RFQ. Vendors whose proposed qualifications demonstrate, in Minnesota State's sole opinion, the qualifications that best fulfill the purposes of this RFQ, will receive a request for proposal (RFP).

Purpose of RFQ

The purpose of the RFQ is to evaluate and select a group of qualified Construction Managers to interview for the role of Construction Manager (CM) to assist Minnesota State in the performance of its obligations and enforcement of its rights during the design and restoration of the **East Tower Masonry Restoration and Window Replacement Project** on the Saint Paul College campus. Minnesota State reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary to serve the best interests of Saint Paul College. The RFQ will not obligate Saint Paul College to award a contract or complete the proposed project and Minnesota State reserves the right to cancel the RFQ if this action is considered to be in Minnesota State's best interest.

Evaluation of RFQ Respondents' proposals will be conducted by a committee composed of a minimum of three persons, at least one of whom has construction industry experience. RFQ respondent's proposal will be evaluated with criteria and point scale described within the RFQ. The evaluation may include interviews with Respondents and requests for additional information, and will focus on the specifics of the Respondent's proposal and approach.

The CM shall work with the University’s appointed Project Manager, the Minnesota State system office Facilities Unit, the Owner’s Representative, the Architect/Engineer (A/E) design teams, and facility user groups to evaluate the proposed design and complete the construction on behalf of Minnesota State to assure that the Project is designed and constructed in accordance with the Minnesota State Design Standards and meets the Project requirements.

General Description of Project

The 2019 East Façade Masonry Restoration Window Replacement scope of work consists of design, bidding and construction administration, using a Construction Manager at Risk (CM@R) construction delivery method. A detailed description of the project is identified in “Saint Paul College East Façade Repair and Enhancement Predesign” document referenced as a two-part attachment, due to size, in this RFP.

It is anticipated that design and bidding would occur in 2019. The project will repair and correct exterior masonry failures, replace windows with new to comply with Minnesota State standards and updated energy codes as identified in the predesign document and replace exterior sealants to restore the building’s water and weather resistance, improve appearance with façade upgrades and extend its service life. Verification of the conditions indicated in the predesign report and any further deterioration needs to be identified in the Design phase and project budget verified prior to proceeding into construction documents. Adherence to Minnesota State Facilities Design Standards is required.

The Owner’s Representative for this project is CPML.
 The design firm of LHB was selected as the Architect/Engineer (A/E) for this project.
 Construction cost is anticipated to be approximately **\$3,500,000**.

Unique Project Considerations and Requirements:

1. Ability to coordinate multiple bid packages in a tight construction schedule
2. Experience with working in an occupied building during construction and developing phasing that minimizes project impact on building occupants.
3. Understanding of complex existing building challenges

Project Predesign Information

A background predesign report, entitled, Saint Paul College East Façade Repair and Enhancement Predesign, dated November 19, 2018 was prepared by LHB. A background predesign report, for tuck pointing and brick replacement as well as first floor window replacement was developed previously by TKDA and it is incorporated into the November 19, 2018 Predesign Report. A copy of these reports are available for review at <http://www.minnstate.edu/vendors/index.html>.

Project Schedule

Preconstruction Phase	Begin	Complete
Schematic Design	February 15, 2019	May 13, 2019
Design Development	June 3, 2019	July 12, 2019
Construction Documents	July 29, 2019	September 20, 2019
Construction Phase		
Bidding	October, 2019	December, 2019
Construction	December, 2019	August 1, 2020
Substantial Completion	August 2, 2020	August 16, 2020
Project Closeout	August 19, 2020	August 30, 2020

General Selection Criteria

Proposals will be evaluated using the criteria described in Section III. General criteria upon which proposals will be evaluated include, but are not limited to, the following:

1. Completeness, detail, and thoughtfulness of response as reflected by proposal coverage of all elements of work listed in Section II,
2. Experience of the proposing Responder's personnel in this industry,
3. Consistency of the proposed solutions to Minnesota State needs

Selection Process

The selection process includes representatives from Saint Paul College, the Minnesota State system office, Owner's Representative and Architect. This group will evaluate the responses to the RFQ, and make selections of the firms to receive the RFP.

Selection and Implementation Timeline

The following is Minnesota State's schedule for the RFQ process to obtain Construction Manager Services. Minnesota State reserves the right to modify this schedule if necessary.

TIME	DAY	DATE	EVENT
-	Monday	4/29/19	RFQ advertisement
10:00-11:30am	Tuesday	5/14/19	Mandatory Information Meeting
3:00 p.m.	Friday	5/17/19	RFQ Questions due
3:00 p.m.	Monday	5/20/19	RFQ Response to questions posted
10:00 am	Tuesday	5/28/19	Deadline for RFQ Submissions
-	Thursday	5/30/19	Planned date to select firms to receive RFP
	Friday	5/31/19	Send RFP to shortlisted firms
.	Tuesday	6/4/19	Optional additional site tour if requested
10:00am	Wednesday	6/5/19	RFP questions due
10:00am	Thursday	6/6/19	RFP response to questions provided
10:00am	Tuesday	6/11/19	Deadline for RFP Submissions
-	Thursday	6/13/19	Planned selection of firms for interview
8:00-12:00	Thursday	6/20/19	Interviews of shortlisted firms (if needed)
-	Monday	6/24/19	Planned selection of CM by this date

Contract Term

Saint Paul College desires to enter into a contract with the successful vendor by June 24, 2019. The length of such contract will be approximately twenty-four (24) months. If Saint Paul College and the vendor are unable to negotiate and sign a contract by June 24, 2019, Saint Paul College reserves the right to seek an alternative vendor.

Financial Requirements

Minnesota State's contract language includes the following terms and conditions (summarized here, in part) which Respondents should understand when preparing their response.

- A) Compensation will be paid after services are performed. Minnesota State does not make regular payments based only on the passage of time, but only pays for services performed or work delivered after it is accomplished.
- B) Payment is only made after the submission of an authorized invoice.
- C) Reimbursement for travel and subsistence expenses actually incurred in performance of a contract is limited to what is described in the Minnesota State AIA A133-2009, Article 6.

Parties to the Contract

Parties to this contract will be the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Saint Paul College and the successful vendor.

Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract in accordance with the contract.

Definitions

Wherever and whenever the following words or their pronouns occur in this RFQ, they shall have the meaning given here:

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Saint Paul College.

Minnesota State system office: The central administrative system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota.

Responder/Respondent: A firm which replies to this RFQ.

College: Saint Paul College.

Vendor: The firm selected by Minnesota State as the successful Respondent responsible to execute a contract.

Applicable Law

A contract entered into as a result of this RFQ, and future RFP shall be governed and interpreted under the laws of the State of Minnesota.

Contract Assignment

A contract or any part hereof entered into as a result of this RFQ and future RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of Minnesota State.

Contract

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. The CM scope of services will be based upon the AIA document A133-2009 contract and A201-2017 general conditions as modified by the Owner. The successful Respondent will be required to enter into this contract. A sample of this contract form will be posted with this solicitation and is available at:

http://www.minnstate.edu/system/finance/facilities/design-construction/pm_emanual/index.html

All previous communications between the parties whether oral or written, with reference to the subject matter of this contract are void and superseded. **Include a statement in your proposal that Respondent has reviewed the sample AIA document A133-2009 contract as amended by the Owner and has no objections to signing our contract. If Respondent takes exception to any term or condition in this document, clearly reference in your proposal the section number of the term or condition, describe the exception or deviation and propose alternative language for review and consideration.**

Deviations and Exceptions

Respondents may propose additional tasks, activities, or alternative suggestions if they will substantially improve the results of their work. These items shall be separated from the required items on the proposal.

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFQ shall be described fully on the Respondent's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the Respondent shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFQ. A Respondent's failure to raise an issue related to the terms, conditions, specifications or manner of this RFQ prior to the proposal submission deadline in the manner described shall constitute a full and final waiver of that Respondent's right to raise the issue later in any action or proceeding relating to this RFQ.

Mandatory Information Meeting /Site Visit

A **mandatory** informational meeting is scheduled for Tuesday, May 14, 2019, 10:00-11:30am., on the Saint Paul College campus. Meet in the **Lower Level, Room L560**, 235 Marshall Avenue, St. Paul, MN 55102. All firms interested in this meeting should contact Scott Wilson at Scott.Wilson@saintpaul.edu to confirm attendance. All potential or interested Responders must attend the meeting. Firms who do not attend this meeting will not be considered.

Duration of Offer

All proposal responses shall indicate they are valid for a minimum of thirty (30) calendar days from the date of the proposal submission deadline, unless extended by mutual written agreement between Saint Paul College and the vendor.

Authorized Signature

The proposal shall be completed and signed in the firm's name or corporate name of the Respondent, and shall be fully and properly executed and signed in blue or black ink by an authorized representative of the Respondent. Proof of authority of the person signing the proposal must accompany the proposal.

Proposal Rejection and Waiver of Informalities

This RFQ does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Saint Paul College to award a contract or complete the proposed Project work and each reserves the right to cancel this RFQ if this action is considered to be in Minnesota State's best interest. Saint Paul College also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to reject any and all proposals received in response to this RFQ

Section II. Vendor Requirements

CM Responsibilities

The CM shall provide a scope of services in accordance with the proposed CM contract, including, but not limited to the following:

- Evaluate the Owner's program, Project budget and schedule requirements each in terms of the other.
- Develop a Construction Management plan including cost and time parameters, means and methods, number and timing of construction contracts and a complete management information system.
- Prepare and enforce Project schedules, including a Preliminary Project Schedule, design schedules, and construction schedules.
- Develop subcontractor bid packages to be incorporated into the project manual.
- Provide value engineering and constructability reviews.
- Assist in design documents reviews and coordination.
- Assist in value engineering with special emphasis on civil, structural, mechanical, and electrical systems.
- Assist in receiving and evaluating bids.
- Identify and recommend procurement of long lead items.
- Assist in awarding construction contracts.
- Ensure maximum participation of qualified subcontractors as well as open competition by following all State laws relating to Construction Manager as Constructor, including but not limited to Minn. Stat. 16C.34.
- Obtain approvals from local and state code and regulatory agencies.
- Establish and maintain a Project financial status reporting system.
- Establish a Guaranteed Maximum Price (GMP)
- Provide on-site services:

- ___ Coordinate contractors and consultants.
- ___ Monitor and enforce construction schedules.
- ___ Analyze, negotiate and recommend change orders.
- ___ Prepare project reports and schedules.
- ___ Develop and implement quality assurance plans.
- ___ Maintain record documents.
- ___ Assist in substantial completion and final completion inspections and preparation of punch lists.
- ___ Certify contractor payment applications.
- ___ Coordinate the construction site safety program.
- ___ Communicate and file construction documents as required with local municipality, code officials and regulatory agencies.
- ___ Jobs reporting as per MS 16a.633, Subd.4.
- ___ Provide close-out documentation to Minnesota State within 90 days of substantial completions.

Information Contact

Saint Paul College’s agent for purposes of responding to inquiries about the RFQ is:

Location:	Saint Paul College
Name:	Scott Wilson
Title:	C.F.O.
Address:	235 Marshall Avenue, St. Paul, MN 55102
Email:	Scott.Wilson@saintpaul.edu

Other persons are not authorized to discuss RFQ requirements before the proposal submission deadline and Saint Paul College shall not be bound by and Responders may not rely on information regarding RFQ requirements obtained from non-authorized persons.

Requests for information or clarification by Responders shall be sent to the Information Contact person. Written questions or communications regarding this RFQ shall be submitted via email and shall include the name of the questioner, their firm name, and their telephone number and e-mail address. Anonymous inquiries will not be answered.

All questions must be e-mailed only to Scott Wilson at Scott.Wilson@saintpaul.edu no later than 3:00 PM, Friday, May 17, 2019 to ensure an email response by Monday, May 20, 2019 at 3:00 PM.

This is the only person authorized to receive and respond to questions regarding this RFQ. No member of the proposing firm or its sub-consultants shall discuss this Request for Qualifications (RFQ) or the project with any member of the requesting agency from the date of publication of this RFQ on the website other than the prescribed communication provisions set forth in this RFQ.

No member of the proposing firm or its sub-consultants shall have discussions regarding this RFQ or project with any member of the requesting agency until after the completion of interviews for this project.

Proposals shall be disqualified if discussions occur with the requesting agency outside the prescribed communications provisions set forth in the RFQ.

Addenda to the RFQ

If appropriate, a change responding to questions or clarifications may be issued by Saint Paul College in the form of addenda to the RFQ. Addenda to the RFQ will be posted at <http://www.minnstate.edu/vendors/index.html>

No other communications shall be of any effect in changing or amending this RFQ.

Section III. Response Evaluation

Criteria

Criteria described below, based upon the point scale, will be used to evaluate Respondents' proposals. The evaluation may include requests for additional information, and will focus on the specifics of the Respondent's response to the RFQ and approach.

Saint Paul College does not agree to reach a decision on a specific date as to which firms will be invited to submit proposals, although it is intended the evaluation and selection will be completed by the date identified in the Selection and Implementation Timeline article of this RFQ.

The response to the RFQ will be evaluated in part by the following criteria: qualifications and experience of individuals assigned to the Project, performance on past projects, public sector experience with buildings of a similar type, ability of the firm and the assigned personnel to meet the required time and budget constraints. General criteria upon which proposals will be evaluated include, but are not limited to, the following:

A. PASS /FAIL REQUIREMENTS:

- 1) Requirement: Respondent is not a vendor currently debarred or suspended by federal government, the State of Minnesota or any of its departments or agencies or another government entity. **Provide a statement confirming that the respondent meets or does not meet this requirement.**
- 2) Requirement: Respondent must have a formal written safety plan. A current Experience Modification Rating (EMR) at or below 1.0 and fewer than three serious or two willful OSHA citations in the past three years. **Provide the firm's EMR rating for the previous three years, the current EMR, a listing of willful or serious OSHA citations in the past three years and a statement that the firm has a formal written safety plan.**

B. COMPANY PROFILE – 20 points

The Responder shall submit a company profile. Factors favorable to a Responder will be stability of the Responder's business, greater length of experience that would contribute to the Responder's performance on this Project, and Responder's safety program and rating. Factors unfavorable to a Responder would be civil or criminal judgments or financial defaults that would affect the Responder's performance or failure to complete work.

C. STAFFING – 40 points

The Responder shall list the members of its team that will be assigned to this Project work and their planned responsibilities on this Project. The Responder shall attach summary resumes of all team members, stating the years with the company, qualifications and special expertise, including specific experience with projects similar to the one that is the subject of this RFQ. Identify individual's experience if performed under a previous firm. Factors

favorable to a Responder are the assignment of experienced and highly qualified team members with substantial expertise on similar projects. Description of staffing should demonstrate:

- Capacity of Key Personnel
- Planned percentage of time for each team members' participation during preconstruction phase services and construction phase services
- Technical Competence
- Capability to Perform

D. RELEVANT TEAM EXPERIENCE WITH SIMILAR PROJECTS – 40 points

The Responder shall provide a summary of its experience with a maximum of eight projects of similar geographic location, nature, and scope to the Project of this RFQ, completed after January 1, 2012 to present. Include the project name, location, dates completed, delivery method, brief description, scale and complexity of each. Description of experience should demonstrate:

- Past Performance of Construction Manager and Employees
- Availability to, and Familiarity with the project locale
- At least two of the projects submitted shall have a minimum construction value of **three million dollars (\$3,000,000)**

E. PREFERENCE TO TARGETED GROUP, ECONOMICALLY DISADVANTAGED & SERVICE OWNED/SERVICE DISABLED VETERAN-OWNED BUSINESSES & INDIVIDUALS 4 or 6 points

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as construction manager shall receive the equivalent of a six (6) percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as construction managers shall receive the equivalent of a four (4) percent preference in the evaluation of their proposal. Eligible TG 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/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a six (6) percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference .

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Section IV. Additional RFQ Response and General Contract Requirements

Affidavit of Non-Collusion

All Respondents shall complete Exhibit A, the Affidavit of Non-Collusion, and submit it with their response to this request for qualifications.

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.

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, all responding vendors shall complete Exhibit B, Minnesota Department of Human Rights Workforce Certificate. Complete this form and return it with your proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

Veteran Owned/Service Disabled Veteran-Owned Firm

If certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time as a Veteran owned/Service Disabled Veteran-Owned firm, complete and submit Veteran Preference form Exhibit D which is attached to this document.

Disabled Individual Clause

All respondents shall complete Exhibit C, Disabled Individual Clause, and submit with their response to this request for qualifications.

Responsible Contractor

All respondents shall complete Exhibit E and submit with their response to this request for qualifications.

If the respondent to this Request for Qualifications is awarded this CM contract, they shall submit an Attachment A-1, First-Tier Subcontractor List prior to execution of Subcontracts (see, Section 004114 http://www.minnstate.edu/system/finance/facilities/design-construction/pm_emanual/eManual%20index%20version%202.0.html).

The successful respondent to this Request for Qualifications awarded this CM contract, shall submit a supplemental verification list naming all additional subcontractors which verifies the subcontractors have certified they are in compliance within 14 days of retaining additional Subcontractor (see Attachment A-2, Additional Subcontractor List, Section 00 43 36 [http://www.minnstate.edu/system/finance/facilities/design-](http://www.minnstate.edu/system/finance/facilities/design-construction/pm_emanual/eManual%20index%20version%202.0.html)

construction/pm_emanual/eManual%20index%20version%202.0.html. Upon request from the Owner, the CM shall submit copies of the signed certifications of compliance from all Subcontractors of any tier.

Insurance Requirements

The selected vendor will be required to submit an ACORD form Certificate of Insurance to Minnesota State prior to execution of the contract.

The Construction Manager will be required to obtain insurance pursuant to the requirements of the A133-2009 which is included by reference in Section I, Contract in this RFQ. The selected vendor will be required to maintain and furnish satisfactory evidence of insurance in accordance with the requirements of the contract.

State Audit

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) shall be available for audit purposes to Minnesota State and the Legislative Auditor's Office for six (6) years after the termination/expiration of the contract.

Minnesota Government Data Practices Act

The vendor shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the Minnesota State system office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFQ will become property of the State of Minnesota and will become public record after the evaluation process is completed and an award decision made. If the vendor submits information in response to this RFQ that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor shall:

- mark clearly 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;
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State of Minnesota, Minnesota State, its agents and employees, from any judgments or damages awarded against the State or Minnesota State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Minnesota State's award of a contract. In submitting a response to this RFQ, the responder agrees this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

Responses to this RFQ will not be open for public review until Minnesota State decides to pursue a contract and that contract is fully executed.

Conflict of Interest

The Respondent 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 it is contemplated in this RFQ. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

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 that 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, 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 vendor agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school's chief financial officer or the Minnesota State system office's Business Manager that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the school or Minnesota State system office may, at its discretion, cancel the contract. In the event the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the school or Minnesota State system office 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 Minnesota State's rights.

Physical and Data Security

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, section 270B.02, subdivision 1, and other applicable laws.

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statutes Chapters 270B and 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of Minnesota State and South Central College.

The vendor shall recognize Minnesota State's sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

The vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State South Central College from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the "Authorized Representative" to be identified in the contract.

Section V. RFQ Responses

Proposal Preparation

1. Quantities

Responders shall submit **five (5)** original RFQ response proposal. Proposals shall be sealed in mailing envelopes or packages with the Responder's name and address clearly written on the outside.

2. Hard Copy and Electronic File Copy

All copies of proposals shall be submitted in a plastic comb bound or stapled only, portrait format, no plastic dividers or covers. Include an index for easy reference to the proposal contents. Insert a tab sheet before each proposal section. Sequentially number all pages within each proposal section, e.g. – 1 of 20, 2 of 20, etc.

In addition, provide **one (1) electronic copy on a flash drive or other electronic medium in .pdf format**. The file size should be 10 mb or less. The document should be password secured against copying of text, images and other content.

3. Transmittal Cover Letter

Include a cover letter on the Responder's official business letterhead. The letter shall transmit the qualifications, identify all materials being forwarded collectively as a response to this RFQ, and shall be signed by an individual authorized to commit the Respondent to the scope of work proposed. Proof of authority of the person signing shall be furnished upon request.

4. Proposal Content

The minimum contents of a proposal are as follows:

- A. A statement that the respondent is not currently debarred or suspended by federal government, the State of Minnesota or any of its departments or agencies or another government entity.
- B. A statement that the firm has a formal written safety plan. Provide the firm's EMR rating for the previous three years. Provide a listing of willful or serious OSHA citations in the past three years
- C. Firm Background

Respondents should briefly describe the history of the company with an emphasis on its specific involvement with CM as Constructor. Include the following:

- Name of firm.
- Location of principal and branch offices.
- Length of time in business.
- Firm ownership.
- Firm size and other available services provided by the firm.
- Total Firm Bonding Capacity/Individual Project Bonding Capacity
- An outline of the Responder's background and experience with particular emphasis on local, state, and federal government work.

D. Key Personnel

Identification of personnel to manage the Project, with details on training and work experience. Respondents shall list the members of its team per the Staffing criteria, including the following:

- Project organization chart including consultants or associated firms.
- Resumes of key personnel, including their responsibilities for this Project.

E. Team Experience

The Respondent shall provide relevant team experience with similar projects managed with CM as Constructor project delivery method. List a maximum of eight (8) most recent projects for which the Respondent provided, or is providing, professional services which are most related to this scope of services. List the projects in order of priority, with the most relevant project listed first.

Provide the following information for each project listed:

- Project owner, name and location.
- Project description and size in gross square feet or other applicable indices.
- Description of services Respondent provided.
- Type of construction (new, renovation or expansion).
- Original and actual start and finish dates for both design and construction.
- Initial and final construction and total project costs, to include CM fees.
- Name of project manager (individual responsible to the Owner for the overall success of the project) and superintendent.
- Consultants used by Respondent.
- References most knowledgeable of project.
- Compare relevancy of projects to the Workforce Program & Infrastructure Renovation Project
- Identify at least one (1) constructability issues on each project and the approach used for resolving each issue
- Any and all litigation involved with project.

References

Provide at least three current references. References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact the references at its discretion. The Owner reserves the right to refer to its own references at any time during the RFQ process.

F. Required Attachments:

1. Exhibit A. Affidavit of Non-Collusion
2. Exhibit B. Human Rights Certification Information and Affirmative Action Data (Workforce Certificate).
3. Exhibit C Disabled Individual Clause
4. Exhibit D Veteran Owner Preference Form (if applicable)
5. Exhibit E Responsible Contractor

5. Format

The qualifications submission_body shall be submitted in 8 ½ "x 11" format, bound along the 11" edge with 20

faces maximum, not counting the binder cover sheet, transmittal cover letter, index, section divider tab sheets, and required Attachments. The body of the proposal shall include the items listed.

Firm Financial and Contract Experience

The Respondent shall answer each of the following questions. If the answer to any question is in the affirmative, explain all relevant circumstances in detail, including the current status and ultimate disposition of each matter.

- A. Has the Respondent been declared in default of any contract?
- B. Has the Respondent forfeited any payment of a performance bond issued by a surety company on any contract?
- C. Has an uncompleted contract been assigned by the Respondent's surety company on any payment or performance bond issued to the Respondent arising from its failure to fully discharge all contractual obligations there under?
- D. Within the past three (3) years has the Respondent filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
- E. Is the Respondent now the subject of any litigation in which an adverse decision might result in a material change in the company's financial position or future viability?

Section VI: Procedures for Responding

General

- A. This document, including attachments, constitutes a formal Request for Proposal (RFQ) and is a competitive procurement. Therefore, the Respondent shall carefully follow the instructions herein to be considered fully responsive to the RFQ. Minnesota State reserves the right to reject a proposal that is determined to be incomplete or which does not follow the required structure and format. However, when such statements are innocent or inadvertent in the opinion of Minnesota State, Minnesota State further reserves the right to waive them as informalities.
- B. Any verbal explanations of instructions or discussion of any aspect of this RFQ provided the Respondent before the award of a contract shall not be binding. Prospective Respondents with questions regarding this Request for Proposal must submit them in writing by email to the Project Contact person.
- C. All costs incurred in responding to this RFQ will be borne by the Responder. Proposals submitted in response to this solicitation are irrevocable for 60 days following the closing date. This period may be extended by written mutual agreement between the Respondent and Minnesota State.
- D. Proposals made in pencil shall be rejected. Alterations in cost figures used to determine the lowest priced proposal shall be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to the price quoted. Proof of authorization shall be provided upon request. The use of "white out" is considered an alteration.

Submission

Sealed Statements of Qualifications must be received in the building and at the room as noted in the following address not later than **10:00 AM, Tuesday, May 28, 2019.**

Proposals shall be delivered to:

Ben Martinson,
Office #1410
Saint Paul College
235 Marshall Avenue
St. Paul, MN 55102

Late proposals will not be considered. Responses received after the time set for opening will be returned to the Responder unopened. Fax and e-mail responses will not be considered.

Exhibit A. Affidavit of Non-Collusion

**STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION**

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 _____ Request for qualifications 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 Proposal, 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; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

Exhibit B

STATE OF MINNESOTA –WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For Assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

Email: compliance.mdhr@state.mn.us

TC Metro:

651-539-1095

Toll Free:

800-657-3704

TTY:

651-296-1283

Exhibit C

DISABLED INDIVIDUAL CLAUSE

A. A vendor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take disabled individuals without discrimination based on their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

C. In the event of a vendor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.

D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.

E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 to 5000.3600 are incorporated into any order of Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600 are available from Minnesota Bookstore, 660 Olive Street, St. Paul, Minnesota 55155.

By signing this statement the vendor certifies that the information provided is accurate.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Exhibit D

VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

- (1) recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- (2) veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at:

<http://www.vetbiz.gov>

You must submit this form and the documentation required above with your response in order to be considered for this preference.

Exhibit E

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION
OF COMPLIANCE**

PROJECT TITLE: Saint Paul College, Transportation, Trade and Industrial Education

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** "...any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project."

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
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| (1) | The Contractor: <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with the Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
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| (2) | The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity: <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; |
|-----|---|

	<p>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</p> <p>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</p>
(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	<p>The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*</p> <p>* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.</p>
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar the contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

<p>Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.</p>	
<p>A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet</p>	

all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting Attachments A and A-1 verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification, see Section 00 43 36 for Attachment A-2, confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02 paragraph (h)

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

END OF SECTION