

MINNESOTA STATE COLLEGES AND UNIVERSITIES

NORMANDALE COMMUNITY COLLEGE

ACADEMIC PARTNERSHIP CENTER

REQUEST FOR QUALIFICATIONS (RFQ) for CONSTRUCTION MANAGER at RISK (CM@r) SERVICES

October 5, 2009

SPECIAL NOTE: This Request for Qualifications (RFQ) does not obligate the Minnesota State Colleges and Universities system, hereinafter referred to as “MnSCU”, its Board of Trustees, or Normandale Community 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. MnSCU reserves the right to reject a proposal if required information is not provided or is not organized as directed. MnSCU also reserves the right to change the evaluation criteria or any other provision in this RFQ by posting notice of the change(s) on MnSCU’s website, www.facilities.mnscu.edu 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 sent to vendors via e-mail. Vendors should acknowledge receipt of any addendum when submitting a final proposal.

**REQUEST FOR QUALIFICATIONS (RFQ)
for
CONSTRUCTION MANAGER at RISK (CM@r) SERVICES**

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Section I. General Information

Background

Minnesota State Colleges and Universities is the seventh-largest system of higher education in the United States. It is comprised of 32 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 390,000 students each year. For more information about Minnesota State Colleges and Universities, please view its website at www.mnscu.edu.

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Normandale Community College, hereinafter referred to as “MnSCU”, intends to retain a Construction Manager at Risk, hereinafter referred to as “CM@r” services for the design and construction of the Academic Partnership Center building to be constructed on the Normandale Community College campus, Bloomington, MN. This project is unique as it is expanding the college to embrace the proven need for additional classroom space for Normandale’s students as well as the regional need for partner university’s classes for upper division and graduate students.

Selection Process

Nature of RFQ

MnSCU is soliciting proposals from interested, qualified construction management firms, and intends to retain a firm to provide Construction Manager at Risk (CM@r) services for the design and construction of the described facilities improvement(s), hereafter referred to as the “Project”. This RFQ is undertaken by Normandale Community College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

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

Purpose of RFP

Next phase in the selection process will be a Request for Proposals (RFP). The purpose of the RFP is to evaluate and select a Construction Manager at Risk (CM@r) to assist MnSCU in the performance of its obligations and enforcement of its rights during the design and construction of the new Academic Partnership Center to be located at the Normandale Community College campus. MnSCU 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 Normandale Community College. The RFP will not obligate Normandale Community College to award a contract or complete the proposed project and MnSCU reserves the right to cancel the RFP if this action is considered to be in MnSCU’s best interest.

Evaluation of RFP Respondents’ proposals will be conducted by a committee composed of a minimum of three persons, at least one of whom has construction industry experience. RFP respondent’s proposal will be evaluated with criteria and point scale described within the RFP. 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@r shall work with the College's appointed Project Manager, the Office of the Chancellor Facilities Unit, the Architect/Engineer (A/E) design teams, and facility user groups to evaluate the proposed design and complete the construction on behalf of MnSCU to assure that the Project is designed and constructed in accordance with the MnSCU Design Standards and meets the Project requirements.

General Description of Project

The Academic Partnership Center is a new concept assisting both the overcrowded condition of the college and advancing proven needs of four year students. Space will be provided for Business, Accounting and Hospitality programs; Continuing Education & Customized Training; and the Normandale Foundation. State universities offering bachelor's and graduate degrees will share classrooms and will utilize dedicated offices as Normandale seeks to meet the 4-year bachelor's degree need in the SW Metro region. The new classroom building is planned to be an 82,000 square foot building that will accommodate thirty seminar and classrooms, faculty offices, a computer lab, student gathering spaces and support areas.

The design firm of Rafferty Rafferty Tollefson Lindeke (RRTL) Architects was selected as the Architect/Engineer (A/E) for this project. The schematic design is in progress and construction cost is anticipated to be approximately \$17,500,000.

Project Predesign Information

A Predesign Report was prepared by Ankeny Kell Architects, November 2008. To view a copy of this document, visit the MnSCU website at <http://www.finance.mnscu.edu/facilities/index.html> click on "Announcements".

Project Schedule

The preliminary schedule for Design Phases is as follows:

DESIGN	Estimated Completion
Schematic Design	February 2010
Design Development *	September 2010
Construction Documentation *	March 2011

The preliminary schedule for Construction is as follows:

CONSTRUCTION	Begin	Complete
Bidding – Multiple Packages *	January 2011	April 2011
Construction *	February 2011	April 2012

* Assumes funding approval in the 2010 legislative session

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 MnSCU needs, and

Selection Process

The selection process includes representatives from the College and the Office of the Chancellor. This group will evaluate the proposals and make the selection.

Selection and Implementation Timeline

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

October 05, 2009	RFQ Release Date
October 14, 2009	Information Meeting for Interested Firms
October 19, 2009	RFQ Questions Due
October 23, 2009	RFQ Questions Answered
October 30, 2009	Deadline for RFQ Proposal Submissions
November 20, 2009	Select firms to receive RFP

Contract Term

Normandale Community College desires to enter into a contract with the successful vendor December 2009. The length of such contract will be approximately 29 months. If Normandale Community College and the vendor are unable to negotiate and sign a contract by January 31, 2010, Normandale Community College reserves the right to seek an alternative vendor.

Financial Requirements

MnSCU'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. MnSCU 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 the current "Commissioner's Plan" promulgated by the

Commissioner of Employee Relations. Travel outside of Minnesota must have received prior written approval before it takes place. See Attachment C for a copy of this plan.

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 Normandale Community 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:

MnSCU: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Normandale Community College.

Office of the Chancellor: 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.

University/College: Normandale Community College.

Vendor: The firm selected by MnSCU 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 MnSCU.

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@r scope of services will

be based upon the AIA document A121 contract and AIA document A201 form as modified by the Owner. The successful Respondent will be required to enter into this contract. A sample of this contract form is available on MnSCU's website: <http://www.finance.mnscu.edu/facilities/index.html> click on "Announcements". 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 A121/CMc 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 proposed alternative language.**

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.

Request for Qualifications – Not Mandatory, Information Meeting /Site Visit

An informational meeting is scheduled for October 14, 2009, 1:30 pm on the Normandale Community College campus, in Fine Arts Building, Room # F1265. All firms interested in this meeting should contact Gail Scheid 952-487-8159 or Gail.Scheid@Normandale.edu to confirm attendance. It is recommended all potential or interested Responders attend the meeting.

Duration of Offer

All proposal responses shall indicate they are valid for a minimum of sixty (60) calendar days from the date of the proposal submission deadline, unless extended by mutual written agreement between Normandale Community College and the vendor.

Hourly rates, prices and terms of the proposal as stated shall be valid for the length of the contract.

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 (MnSCU) system, its Board of Trustees or Normandale Community 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 MnSCU's best interest. Normandale Community 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@r Responsibilities

The CM@r shall provide a scope of services in accordance with the proposed CM@r 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.
- Manage and maintain project information within the Minnesota State Colleges and Universities web-based project information system. The software product is Unifier, by Skire.
- Prepare and enforce Project schedules, including a Preliminary Project Schedule, design schedules, and construction schedules.
- 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.
- Obtain approvals from local and state code and regulatory agencies.
- Establish and maintain a Project financial status reporting system.
- 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 as required with local municipality, code officials and regulatory agencies.
 - ___ Provide close-out documentation to MnSCU within 90 days of substantial completions.

Information Contact

Normandale Community College's agent for purposes of responding to inquiries about the RFQ is:

Location:	Normandale Community College
Name:	Ed Wines @ Gail Scheid, Executive Assistant
Title:	Vice President – Finance & Operations
Address:	9700 France Avenue South, Bloomington, MN 55431
Email:	<u>Gail.Scheid@Normandale.edu</u>
Phone:	952-487-8159

Other persons are not authorized to discuss RFQ requirements before the proposal submission deadline and Normandale Community 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, fax number and e-mail address. Anonymous inquiries will not be answered.

All questions must be e-mailed only to Ed Wines in care of Gail Scheid, no later than 2:00 PM, Monday, October 19, 2009 to ensure a web response by 2:00 PM, Friday, October 23, 2009.

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 in the State Register, 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 Normandale Community College in the form of addenda to the RFQ. Addenda to the RFQ will be posted at <http://www.finance.mnscu.edu/facilities/index.html> click on "Announcements".

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.

Normandale Community 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, proposed fees, Project approach and other information in response to the RFQ items.

General criteria upon which proposals will be evaluated include, but are not limited to, the following:

A. COMPANY PROFILE – 30 points

The Responder shall submit a company profile. Factors favorable to a Responder will be stability of the Responder's business and greater length of experience that would contribute to the Responder's performance on this Project. 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.

B. STAFFING – 35 points

The Responder shall list the members of its team that will be assigned to this Project work, their planned responsibilities on this Project, and the anticipated percentage of the time of each to be used during specific portions of the work. 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
- Technical Competence
- Capability to Perform

C. RELEVANT TEAM EXPERIENCE WITH SIMILAR PROJECTS – 35 points

The Responder shall provide a summary of its experience with projects of similar geographic location, nature, and scope to the Project of this RFQ, completed after 1998 to present. Include the project name, location, dates completed, brief description, scale and complexity of each. Description of experience should demonstrate:

- Past Performance of Construction Manager and Employees
- Safety Record
- Compliance with State and Federal law
- Availability to, and Familiarity with the project locale

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 proposal.

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, all responding vendors shall complete Exhibit B, the Human Rights Certification Information and Affirmative Action Data Page, and submit it with their proposal. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 680 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

Insurance Requirements

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

The Construction Manager will be required to obtain insurance pursuant to the requirements of the A201, which is included by reference in the A121, both of which are 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 MnSCU 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 MnSCU, its schools and the Office of the Chancellor 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, MnSCU, its agents and employees, from any judgments or damages awarded against the State or MnSCU in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MnSCU'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 MnSCU.

Responses to this RFQ will not be open for public review until MnSCU 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 Office of the Chancellor'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 Office of the Chancellor 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 Office of the Chancellor 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 MnSCU'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 MnSCU and St. Cloud State University.

The vendor shall recognize MnSCU'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, MnSCU and Normandale Community 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 ten (10) original, complete copies of their 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. Binding

All copies of proposals shall be submitted in three-ring binders. Include a binder cover and spine label. 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. - 1.1, 1.2, 2.1, etc.

3. Transmittal Cover Letter

Include a cover letter on the Responder's official business letterhead. The letter shall transmit the proposal, 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 restatement of the Responder's responsibilities to demonstrate an understanding of the nature of the Project work.
- B. Identification and description of the deliverables to be provided by the Responder.
- C. An outline of the Responder's background and experience with particular emphasis on local, state, and federal government work.
- D. Identification of personnel to conduct the Project, with details on training and work experience.

- E. Required Attachments: Exhibit A. Affidavit of Non-Collusion and Exhibit B. Human Rights Certification Information and Affirmative Action Data.

5. Format

The qualifications submission_body shall be submitted in 8 ½ "x 11" format, bound along the 11" edge with 25 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 Background

Respondents should briefly describe the history of the company with an emphasis on its specific involvement with Construction Management 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.

Key Personnel

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.

CM@r Approach

Provide a brief narrative of the Respondent's approach to the following issues:

- Communications.
- Cost control during design and construction.
- Value engineering.
- Scheduling.
- Management information control system.
- Role in preparing project manual.
- Bidding strategy.
- Construction administration.
- On-site supervision.
- Change order procedures/negotiations.
- Continuing operations of the existing facility during construction
- Coordination of phases of project
- Final start-up, testing and occupancy.
- Ability to work with multiple contractors on a complex project.
- Ability to work within Owner and State procedures.
- Special bidding strategies for preordering.
- Quality Control/Assurance.
- Owner's design standards.

Project Experience

The Respondent shall provide relevant team experience with similar projects managed with CM@r project delivery method. List a maximum of three (3) 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 CMc fees.
- Name of project manager (individual responsible to the Owner for the overall success of the project).
- Consultants used by Respondent.
- References most knowledgeable of project.
- Any and all litigation involved with project.

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?

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.

Section VI: Procedures for Responding

General

- A. This document, including attachments, constitutes a formal Request for Qualification (RFQ) and is a competitive procurement. Therefore, the Respondent shall carefully follow the instructions herein to be considered fully responsive to the RFQ. MnSCU 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 MnSCU, MnSCU 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 MnSCU.
- 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 at the following address not later than 2:00 p.m., Friday, October 30, 2009.

Proposals must be submitted with the envelope or packaging plainly marked on the outside: “STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES FOR ACADEMIC PARTNERSHIP CENTER PROJECT, NORMANDEALE COMMUNITY COLLEGE”

Proposals shall be delivered to:

**Gail Scheid, Executive Assistant
Office of the Vice President – Finance & Operations, Room C2106
Normandale Community College
9700 France Avenue South
Bloomington, MN 55431**

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. Human Rights Certification Information and Affirmative Action Data

**NOTICE TO CONTRACTORS
AFFIRMATIVE ACTION
CERTIFICATION OF COMPLIANCE**

It is hereby agreed between the parties that MnSCU will require that affirmative action requirements be met by contractors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600. Failure by a contractor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the contract (Minnesota Statutes §363A.36, subdivisions 3 and 4).

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over \$100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over \$100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for two (2) years. For additional information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, Minnesota 55101.

AFFIRMATIVE ACTION DATA – FOR RESPONSES IN EXCESS OF \$100,000 ONLY

If a response to this solicitation is in excess of \$100,000, complete the information below to determine whether the business or firm is subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement and to provide documentation of compliance if necessary. *It is the sole responsibility of the business or firm to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the response and to obtain Human Rights certification prior to the execution of the contract.*

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$75.00 fee for each Certificate of Compliance issued. A business or firm must submit its affirmative action plan along with a cashier's check or money order in the amount of \$75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101.

How to determine which boxes to complete on this form:

	Then you must complete these boxes...	Box A	Box B	Box C	Box D
On any single working day within the previous 12 months, the company...					
employed more than 40 full-time employees in Minnesota.		•			•
did not employ more than 40 full-time employees in Minnesota but did employ more than 40 full-time employees in the state where the company is domiciled.			•		•
did not employ more than 40 full-time employees in Minnesota or the state where the company is domiciled.				•	•

BOX A – For a company which has employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months,

Its response will be rejected unless the company:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

-or-

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

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

- We have a current Certificate of Compliance issued by the MDHR. Include a copy of your certificate with your response. **Proceed to BOX D.***
- We do not have a current Certificate of Compliance but we have submitted an affirmative action plan to the MDHR for approval which the Department received on _____(date) at _____(time). [If you do not know when the Department received your plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract can be executed. **Proceed to BOX D.***
- We do not have a Certificate of Compliance and have not submitted an affirmative action plan to the MDHR. We acknowledge our response will be rejected. **Proceed to BOX D.***

Note: *A Certificate of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative action plans approved by the federal government, a county or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.*

BOX B - For a company which has not had more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is domiciled,

the company may achieve compliance with the Minnesota Human Rights Act by certifying it is in compliance with applicable federal affirmative action requirements.

Check one of the following statements if the company has not employed more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is located:

- We are not subject to federal affirmative action requirements. **Proceed to BOX D.**
- We are subject to federal affirmative action requirements and are in compliance with those requirements. **Proceed to BOX D.**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS**

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

The amended Minnesota Human Rights Act (Minnesota Statutes §363A.36) divides the contract compliance program into two categories. Both categories apply to any contracts for goods or services in excess of \$100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an affirmative action plan to the Commissioner of the Department of Human Rights prior to the due date and time of the response and must have received a Certificate of Compliance prior to execution of the contract or agreement.

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to MnSCU that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; TTY: 651.296.1283.

MnSCU is under no obligation to delay the award or the execution of a contract until a vendor has completed the Human Rights certification process. It is the sole responsibility of the vendor to apply for and obtain a Human Rights certificate prior to contract execution.

It is hereby agreed between the parties that MnSCU will require affirmative action requirements be met by vendors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600.

Under the Minnesota Human Rights Act, §363A.36, subdivision 1, no department or agency of the state shall execute an order in excess of \$100,000 with any business within the State of Minnesota having more than 40 full-time employees in a single working day during the previous 12 months unless the firm or business has an affirmative action plan for the employment of minority persons, women, and the disabled that has been approved the Commissioner of Human Rights. Receipt of a Certificate of Compliance issued by the Commissioner shall signify that a firm or business has an affirmative action plan approved by the Commissioner.

Failure by the vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statutes §363A.36, subdivisions 3 and 4). A certificate is valid for a period of two (2) years.

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: _____