



**MINNESOTA DEPARTMENT OF ADMINISTRATION
REAL ESTATE AND CONSTRUCTION SERVICES**

**REQUEST FOR QUALIFICATIONS FOR
MASTER ROSTER PROGRAM**

Minnesota's Commitment to Diversity and Inclusion

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to <http://www.mmd.admin.state.mn.us/mn02001.htm>

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Minnesota Department of Administration
Real Estate and Construction Services

REQUEST FOR QUALIFICATIONS (RFQ) and Fee Schedule for Professional Services of Owner's Project Representatives and Minnesota Registered Architects, Engineers, Interior Designers, Land Surveyors, Landscape Architects, and Geoscientists.

Note: Firms on previous versions of RECS' Master Roster/Vendor Management System ("Master Roster" or "Roster") MUST re-apply under this new RFQ. See pages 4-5 of this RFQ for vendor acknowledgement process details.

Project Overview

The State of Minnesota through its Department of Administration, Real Estate and Construction Services ("State"), requests qualifications and fee schedules for services of Minnesota registered architects, engineers, interior designers, land surveyors, landscape architects, geoscientists, and Owner's Project Representatives ("Responders").

Goal

The goal of this RFQ is to place qualified responders on RECS' Master Roster. Qualified responders will assist the State in providing studies, predesigns, design through construction documents, construction administration, post construction services, interior design, land surveys, geoscience, and project-related professional services as needed for up to a five-year period. These projects will be varied in nature and scope and will involve new construction and remodeling, which includes but is not limited to buildings, commissioning, Owner's Project Representative, bridges, parking structures, site and utility work, roadways, and land development. The Master Roster is expected to remain in place through February 27, 2021.

Unless otherwise provided in Minnesota Statutes § 16B.33, the following guidelines apply. The Master Roster would not be used in these situations:

Primary Designers for projects to construct, erect, or remodel a building that meet the following criteria will be selected by the State Designer Selection Board in accordance with *Minnesota Statutes* §16B.33:

- a. State agency construction projects having an estimated cost of construction greater than \$2,000,000.00; or a study, report, or predesign for a state agency planning project having a consultant estimated fee greater than \$200,000.00.
- b. Higher education construction projects having an estimated cost of construction of greater than \$2,000,000.00; and a study, report or predesign for a planning project having a consultant estimated fee greater than \$200,000.00.

The Request for Qualifications and Fee Schedule will remain open continually to enable individuals and firms not currently on the Master Roster to submit their qualifications and fee schedules.

On occasion, but no more often than annually, firms will be asked whether they want to remain on the Master Roster. If the firm wants to continue to remain on the Master Roster, the firm will be able to update their fee schedule, and will be required to submit updated written documents and firm information in the Vendor Management System. If no response is received within 60 days of the notice, the firm's name may be removed from the Master Roster until such time as it has re-submitted a complete response to the RFQ.

Note: Firms will be able to update the contact names, addresses, phone numbers, email addresses and the like on an as needed basis by entering this information into the database using their user name and password. The user name will remain the same if your firm already has an account in the Vendor Management System. New firms will be given a 'user' name based on their SWIFT Vendor Number for use in submitting electronic qualifications in the Vendor Management System.

Sample Tasks

Study—Tasks may include but are not limited to the following:

- Evaluate buildings, elements of buildings, building systems, utility infrastructure, and building sites.
- Reports and logs citing applicable standards.
- Factual and analytical reports and logs.
- Cost estimating

Pre-design—Tasks include but are not limited to the following:

- Provide analysis of facility needs to determine project scope, cost and schedule,
- Review how project meets state agency's strategic plan, facility's master plan, and operational program.
- Provide pre-design documents in accordance with the State's Pre-design Manual for Capital Budget Projects. A copy of the Manual is available at <http://mn.gov/admin/business/vendor-info/construction-projects/Guidelines/pre-design.jsp>.

Design through Construction Documents, Construction Administration and Post Construction Phase—Services may include all or a portion of the following phases and tasks:

1. Schematic Design Phase:
 - Review, analyze and evaluate preliminary program, budget and schedule.
 - Provide schematic design instruments of service.
 - Submit schematic design documents for review.
2. Design Development Phase:
 - Review responses to schematic design submittal and incorporate them into the design development phase.
 - Prepare design development instruments of service.
 - Submit design development documents for review.

3. Construction Documents Phase:
 - Review responses to design development submittal and incorporate them into the construction documents.
 - Prepare construction document instruments of service.
 - Submit construction documents for final review.
 - Review responses to construction documents and incorporate them into the construction document.
4. Bidding Phase:
 - Issue bid documents.
 - Prepare and issue addenda with approval of State.
 - Assist State with obtaining and evaluating bid proposals.
 - Provide bidding instruments of service.
5. Post Construction Phase:
 - Administer the contract.
 - Provide the construction administration instruments of service.

Additional required sample tasks, services and deliverables may be found by clicking on the title for the Real Estate and Construction Services Basic Service Agreement Form (BSA-DC), Exhibit A, Scope of Services at <http://mn.gov/admin/business/vendor-info/construction-projects/Forms/index.jsp>

Interior Design – Tasks may include but are not limited to space planning, systems furniture inventory and layout design, programming, selection of materials and finishes, preparation of documents relative to non-load bearing interior construction.

Landscape Architecture—Tasks may include but are not limited to determination of proper land uses, natural land features, ground cover and planting, naturalistic and aesthetic value settings, approaches or environment for structures or other improvements and the consideration of the land relating to erosion, wear and tear, blight and hazards.

Land Surveying—Tasks may include but are not limited to the following:

- Establish all size metes and bounds, easements and infrastructure.
- Establish water retention during construction and after.
- Assist in an environmental assessment of a property.

Geoscience—Tasks may include but are not limited to consultation, investigation, evaluation, planning, mapping, and inspection of geoscientific work and its responsible supervision.

Note: Master Contracts for geoscience currently in place will not be affected by this RFQ.

Owner’s Project Representative – Tasks, services and deliverables are detailed in Attachment A to this RFQ. The OPR will be expected to have experience and be able to deliver the services described in Attachment A. These sample tasks will vary depending upon the project scope and complexity, but responders must have past experience in providing the full range of services described.

QUALIFICATIONS REQUIREMENTS

Access to Vendor Management System- If a responder does not have access to the Master Roster Vendor Management System available at <http://156.99.41.139/vendor/>, please submit an email request for an account to recs.contracting@state.mn.us. The request should include the legal name of the firm, the SWIFT Vendor Number, and the last 4 digits of your firm's Federal Tax ID.

Master Roster List Vendors must be registered in SWIFT to receive future Master Roster RFP events:

A PeopleSoft accounting and procurement system, called SWIFT, was implemented by the state of Minnesota on July 1, 2011. Real Estate and Construction Services (RECS) is using the SWIFT system for solicitation (RFP) events, including events solicited through RECS' Master Roster Program. Vendors registered on RECS' Master Roster Program must also register as a vendor in SWIFT in order to participate in future RECS procurement events. This system will be used to post solicitations, receive proposals, award contracts and process contracts. Additional information is available on the Supplier portal at <http://supplier.swift.state.mn.us/>.

- Vendors will be unable to receive solicitations and participate in events from RECS if they are not registered as a vendor in SWIFT.
- Training and documentation on the processes are available through the Supplier portal link <http://supplier.swift.state.mn.us/>.

After reviewing the Supplier Portal, if you need additional assistance or have questions about registering in SWIFT or updating your SWIFT vendor information, call 651-201-8100, ext. 1.

If you have questions about the Master Roster Program, you should contact RECS at recs.contracting@state.mn.us.

Responder's With Multiple Office Locations

If Responder has multiple office locations provide additional information for each office location as directed in the electronic database.

Vendors Approved prior to 2/8/2016:

If responder was previously an approved vendor on the 2015 Master Roster, vendor must:

1. Verify all information in the Vendor Management System is accurate for your firm. (See Attachment B, Affirmative Acknowledgement).
 - a. Confirm firm name in the Vendor Management system is the legal business name (and/or DBA, if applicable). If the business structure of your firm requires you to be registered with the SOS, firm name in the Vendor Management system and on all documents submitted should be consistent with legal business name (and/or DBA) firm is registered as with the Secretary of State's Office (SOS)- <https://mblsportal.sos.state.mn.us/>. If you have questions regarding SOS registration requirements, please contact the SOS.
2. Make updates where needed (i.e. categories, references, contacts).

3. Submit updated documents, if needed. (See Attachment B, Affirmative Acknowledgement); Electronic documents submitted should follow the naming convention identified in Attachment C.
4. Complete and submit Affirmative Acknowledgement (Attachment B), indicating your firm's intent to remain on the Master Roster.
5. Return by March 31, 2016.

Firms on RECS' Master Roster as of 2/07/2016 that do not update and return an acknowledgement by the deadline indicated above will be removed from the Master Roster Program. All updates will need to be reviewed and approved prior to being published on the new Master Roster.

New Responders

If the business structure of the firm requires it to be registered with the Minnesota Secretary of State (SOS), firm name in the Vendor Management system and on all documents submitted should be consistent with legal business name (and/or DBA) firm is registered as with the SOS, - <https://mblsportal.sos.state.mn.us/>. For questions regarding SOS registration requirements, please contact the SOS.

New Responders are required to submit the following (items 1-5 below – see page 11, Submission), with their qualifications:

1. Affirmative Statements page – must be notarized (form available at <http://mn.gov/admin/business/vendor-info/construction-projects/solicitations-announcements.jsp>)
2. Required Exhibits (Signed by an authorized signer of the company. See below.)
3. Responder's Qualifications
4. Responder's Fee Schedule Table (form available at <http://mn.gov/admin/business/vendor-info/construction-projects/solicitations-announcements.jsp>)
5. Affirmative Acknowledgement – must be notarized (Attachment B to this RFQ)
6. References
 - a. References for the Owner's Project Representative category must submit references of previous building or facility owners with whom the responder has worked for and within the role of Owner's Project Representative.

1. AFFIRMATIVE STATEMENTS PAGE

Responders must complete and submit a signed Affirmative Statements page together with the written exhibits below. When the responder signs and dates this page the responder is indicating the truthfulness and accuracy of each statement. (Form available at <http://mn.gov/admin/business/vendor-info/construction-projects/solicitations-announcements.jsp>)

2. REQUIRED EXHIBITS TO RESPONDER'S PROPOSAL

The responder is required to complete and submit the following list of attachments (Electronic documents submitted should follow the naming convention identified in Attachment C):

- Affirmative Action Certificate (form available at <http://mn.gov/admin/business/vendor-info/construction-projects/solicitations-announcements.jsp>)
- TG/ED Certification confirmation (if applicable to the responder's firm) –
 - 1) Certification letter from the State of Minnesota Materials Management division
 - or
 - 2) Print out confirmation from Material Management Division's website at <http://www.mmd.admin.state.mn.us/process/search/>
- Veteran-Owned Preference, (if applicable to the responder's firm), Exhibit M, available at <http://mn.gov/admin/business/vendor-info/construction-projects/Forms/index.jsp>
- Copy of Corporate Resolution or Bylaws establishing the corporation's authorized signers

3. RESPONDER'S QUALIFICATIONS

Responders are required to submit documentation of qualifications electronically. The Vendor Management System is available at <http://156.99.41.139/vendor/>. Proposals must include the information requested for each category of work for which a responder is submitting a proposal. The following categories will be maintained on the Master Roster and responders may submit qualifications for any that apply to the responder. ***Separate reference information must be completed for each category the responder selects.**

#	Categories of Experience
1	Acoustical . . . means preparing reports, studies, testing, analysis, plans and specification for control and transmittance of sound.
2	Arts and Performing Arts Facilities . . . means schools that educate people in the areas of but not limited to dance, music and other art forms.
3	Audio Visual/Media . . . means preparation of plans and specifications for sound, video and other media type systems.
	Bridges – See "Roads and Bridges" category 25 below.
4	Building Restoration . . . means historic preservation, refurbishing buildings to near original condition according to Minnesota Historical Society guidelines, rules and regulations.
5	Commissioning . . . means establishing systems operational goals, confirming successful operation, documentation of operational procedures, and training of staff.
6	Correctional Facilities . . . means facilities of incarceration.

7	Educational Facilities . . . means schools, classrooms, school laboratories and places of an educational nature.
8	Energy Supply and Distribution . . . means High Voltage systems that convey power in various forms from generation of the power to end users of the power both on site and in buildings.
9	Engineering—Civil . . . means preparing plans and specifications to construct or repair sites associated with construction of buildings or site development and mitigation.
10	Engineering—Electrical . . . means preparing plans and specifications to construct, remodel, or repair electrical systems.
11	Engineering—Environmental . . . means preparing plans and specifications to construct or remodel environmental systems, and preparing environmental assessments and environmental impact statements.
12	Engineering—Mechanical . . . means preparing plans and specifications to construct, remodel, or repair plumbing and mechanical systems.
13	Engineering—Structural . . . means preparing plans and specifications to construct, remodel, or repair structural systems.
14	Food Service . . . means preparing plans and specifications to construct or remodel spaces used in the preparation and serving of food.
15	Geoscience services . . . means consultation, investigation, evaluation, planning, mapping, and inspection of geoscientific work and its responsible supervision; and, may include geologic investigations done by licensed geologists and soil surveys or making of soil maps done by licenses soil scientists and services provided by a licensed geological engineer.
16	Health and Medical Facilities . . . means hospitals, nursing homes and infirmaries.
17	Interior Design . . . means preparing plans and specifications for finishes, systems and other furniture, fixtures, and equipment.
18	Intertechnologies and Telecommunications . . . means network and low voltage telecommunication infrastructures.
19	Landscape Architecture . . . means preparing plans and specifications to construct and improve sites.
20	Land Surveying . . . means providing legal property description and preparing surveys of property with all utilities, typography and amenities.
21	Office and Administration Facilities . . . means buildings that are used for general office workers.
22	Owner’s Project Representativemeans to represent the owner (State) and deliver services to provide turn-key project management for the delivery of design and construction projects. This role is involved in facilitating the activities of all project stakeholders from upfront planning through occupancy and warranty. (Specific Tasks and Services are contained in Attachment A to this RFQ.)
23	Predesign . . . means the stage in the development of a project, prior to the design stage, during which the purpose, scope, cost, and schedule of the complete project are defined and instructions to design professionals are produced.
24	Project Administration . . . means doing selected functions as they relate to projects under construction.

25	Recreational Facilities . . . means facilities that provide services to all citizens to conduct leisure and entertaining activities.
26	Roads and Bridges . . . means horizontal construction that is used to convey people and goods as well as may include investigations, testing and load studies.
27	Roofing . . . means all systems and devices used to cover and protect the tops of buildings and appurtenances.
28	Security Systems . . . means systems to monitor spaces, secure passage ways, doors, entrances and exits from buildings and spaces.
29	Service and Industrial Facilities . . . means facilities that provide manufactured goods and services to authorized clients.
30	Signage . . . means all way finding or information conveying devices both in buildings and outdoors.
31	Specialty Electrical Systems ... means specialty systems and industrial control systems such as SCADA.
32	Sustainable Design . . . means modeling and analysis of building systems materials in accordance with Real Estate and Construction Services Sustainability Guidelines or LEEDS.
33	Temperature Control . . . means design and application of systems that control all aspects of HVAC and mechanical systems in building.
34	Water and Waste Systems . . . means water towers and sanitary sewer systems.
35	Facility Condition Assessment ...means collecting, analysis, assembling and reporting the condition of buildings for decision makers to use in the budgeting and project planning process.
36	Financial Auditingmeans auditing of Contractor Payment Applications or other costs related to construction.
37	Engineering – Building Energy Efficiency Engineer ...means a certified energy engineer for energy efficiency modeling, design and consulting.
38	Modular Furniture Design ...means preparing plans and specifications for modular systems furniture, including space planning, layout design, furniture inventory, installation plans and parts list.
39	Other Categories? Explain

For categories 1-21 and 23-39, one completed project is required to support an area of experience. In the Vendor Management System, submit only one project for each area of experience.

For category 22, Owner’s Project Representative, three completed projects are required. The Vendor Management System will allow input related to one project. Please add project and reference information for the additional two projects in the “Additional Information” field. If additional space is needed, additional qualifications may be submitted via a separate document with Responder’s final submittal, sent to recs.contracting@state.mn.us.

For category 22, the state will consider responders with the following qualifications:

- a. Education: A Bachelors or Masters Degree in Construction Management, Architecture or Engineering. Responders with other degrees will be considered only if the responder has extensive equivalent experience in providing OPR services.
- b. Experience: Responders must have past experience in functioning in the role of an OPR and have demonstrated success in the delivery of construction projects.

Responders must submit details of the projects the responder has worked on and the specific duties and responsibilities they performed on each project, and owner references with contact information." (See "References" Section below for information to be submitted).

4. FEE SCHEDULE

The responder is required to submit a fee schedule for all work categories the responder is providing qualifications. The Fee Schedule Table can be found at <http://mn.gov/admin/business/vendor-info/construction-projects/solicitations-announcements.jsp>. Responders should use this template to complete their fee schedule. Once completed, this schedule must be submitted electronically by email to recs.contracting@state.mn.us.

Certain restrictions and limitations apply to submitted fee schedules. The responder is required to provide a fee schedule showing the hourly rate for each staff position. **A range of fees for a position is not acceptable.** The fee schedule will apply to all services provided under this RFQ, will be the maximum hourly rate allowed, and will remain in effect for one year after the date responder's qualifications are added to the Master Roster. All other expenses are to be included in the Responder's hourly rate for each staff position.

The State will not pay for travel time, travel expenses, and all other project-related expenses except as noted below.

Sub-consultant and testing services, when approved by the State's Project Manager, will be negotiated as an additional service at one (1.0) times Responder's cost.

A fee schedule may be revised once a year. However, hourly rates may not exceed a 5% increase each year. If new staff are hired, the hourly rate identified for the position shall not exceed the current rate listed for that position. If a new position not identified on the current fee schedule is added, firm may update their fee schedule, adding the new position and its fee, however, the previous positions listed may not have their fees modified on the updated fee schedule if during the one-year period. If a staff person listed has had a position change (i.e. promotion), the hourly fee identified on the current fee schedule for their new position will be allowed.

Costs for printing plans and reports, copies of electronic files of record drawings and specifications, mail, telephone and fax charges, plan review fees and advertisements should not be included in the fee schedule. In the event a responder is chosen to contract with the state, these expenses will be negotiated at that time.

5. AFFIRMATIVE ACKNOWLEDGMENT

Responders are required to complete the Affirmative Acknowledgement (Attachment B). Use this document as a checklist to verify that all requirements of the RFQ have been completed before submitting an application.

6. REFERENCES

Responders are required to submit documentation of references electronically in the Vendor Management System at <http://156.99.41.139/vendor/>. For categories 1-21 and 23-39, provide one (1) project reference for each category for which the responder is submitting. For category 22, Owner's Project Representative, provide three (3) project references. Projects must have been done and completed within five years of responder's RFQ response. The responder is required to submit the following information for each reference:

- Project title, scope, and dates started and completed
- Client's company name, mailing address, and
- Client's contact person name, position title, telephone and email

SELECTION PROCESS FOR MASTER ROSTER

The State will review RFQ responses received. Those responses that are complete and have passed the requirements of the RFQ are anticipated to be added to the Master Roster within 60 days of submission. Those not meeting the requirements will be notified. The process for applying to be added to the Master Roster will be continually open. If incomplete submissions are received, and not corrected within thirty days of correction request, the incomplete submission will be rejected. If rejected, a responder will be required to resubmit a complete proposal before being reconsidered.

CONTRACTING REQUIREMENTS AND NOTICES:

The State is not obligated to complete this RFQ and the State reserves the right to cancel this solicitation if it is considered to be in its best interest. This RFQ is not a guarantee of work and it does not obligate the State to award any contracts. The State reserves the right to not use the Master Roster if it is considered to be in its best interest. The State reserves the right to cancel all or any part of this Master Roster Program if it is determined to be in its best interest.

The State reserves the right to reissue this RFQ, or issue a new RFQ if the State deems it necessary and/or beneficial to the State.

Disclaimer: The State may not base project fees on the hourly rates of responder's staff. All project fees will be negotiated at the time of contracting. Fees submitted for use as a way for the State to compare responder's rates for similar categories of work.

State's Contract Formats— The State may use a number of different contract formats to secure services of individuals or firms from the Master Roster. These contract formats may be found at: <http://mn.gov/admin/business/vendor-info/construction-projects/Forms/index.jsp>. The State reserves the right to modify the contract language for all of the above contract formats prior to execution of a contract.

State Users - Other agencies in the State of Minnesota may use the Master Roster. If they choose to do so, they must follow the Master Roster Program, including using the assigned T# for tracking purposes. Instructions for its use are found

at: <http://mn.gov/admin/government/construction-projects/Master-Roster/index.jsp> .

Responders to this RFQ should familiarize themselves with the process for use of this program.

State agencies, boards and commissions are identified in *Minnesota Statutes* 16C.02, subd. 2, and include, but are not limited to the Minnesota State Colleges and Universities and, current members of the state of Minnesota Cooperative Purchasing Venture (CPV) program.

Each of the above referenced State Users may use a contract format different from those used by the Real Estate and Construction Services. Responders are not obligated to accept any other contract format; however failure to do so may result in the State User selecting another Responder for its project.

All costs incurred in responding to this RFP will be borne by the responder.

SUBMISSION

Individuals and firms wishing to be considered for the RFQ services must (vendors approved prior to 2/8/2016 see below*):

1. Submit each of the following electronically in the Vendor Management System:
 - Vendor Information
 - Location Information
 - Categories of Work for each Location
 - Completed Project Information with Reference Contact Information from the last five years for every Category

2. Submit the following documents, in PDF format (see Attachment C for electronic document naming convention), via email to recs.contracting@state.mn.us or mail hard copy documents to RECS Contracting, 309 Administration Building, 50 Sherburne Ave., St. Paul, MN 55155:
 - Affirmative Statements Page (form available at <http://mn.gov/admin/business/vendor-info/construction-projects/solicitations-announcements.jsp>)
 - Affirmative Action Certificate (form available at <http://mn.gov/admin/business/vendor-info/construction-projects/solicitations-announcements.jsp>)
 - Corporate Resolution (who is authorized to sign legal documents (i.e. contracts) on behalf of the corporation)
 - Fee Schedule (form available at <http://mn.gov/admin/business/vendor-info/construction-projects/solicitations-announcements.jsp>)
 - Affirmative Acknowledgement (Attachment B to this RFQ)
 - TG/ED certification confirmation (if applicable)
 - Veteran-Owned Preference confirmation (if applicable) (form available at <http://mn.gov/admin/business/vendor-info/construction-projects/Forms/index.jsp>)

* Items 1 & 2 above should be completed at the same time to avoid partial completion and rejection of application.

***Vendors approved prior to 2/8/2016**

1. Complete and submit Affirmative Acknowledgement (attached Attachment B), indicating your firm's intent to remain on the Master Roster with updated documents and information in the Vendor Management System as required. See Attachment C for electronic document naming convention.
2. Return by March 31, 2016.

All responders: When completed, submit an email, indicating that all documents, updates to the Vendor Management System and Affirmative Acknowledgement are attached and/or completed to recs.contracting@state.mn.us.

Please note in the subject of the email: "**Master Roster RFQ Application Submission from [firmName]**". If documents will be submitted in hard copy, please indicate this in the subject line as well. Partially completed applications will not be reviewed.

If Responder requires acknowledgement of receipt of response, Responder must email a request for acknowledgment to recs.contracting@state.mn.us.

NONCOMPLIANT RESPONSES

Responses that do not provide the information requested may be delayed or may be considered non-compliant and rejected. It is anticipated the evaluation of responses will be completed within 60 days of submission. Qualified responders will have their information added to the Master Roster. Unqualified or disqualified responders will be notified by email.

QUESTIONS REGARDING RFQ

Questions may be emailed to recs.contracting@state.mn.us. When emailing questions, please include a subject line "RFQ Question from (your firm name)". This is the only email authorized to receive questions regarding this RFQ. Answers to questions will be posted at <http://mn.gov/admin/government/construction-projects/Master-Roster/mrfaq.jsp> (click on "Master Roster RFQ") in the "Frequently Asked Questions" section of the RFQ.

GENERAL REQUIREMENTS

Responders interested in performing State Agency work are responsible for reading and understanding the terms and conditions in the Contract Shells (templates) and Exhibits located on Real Estate and Construction Services website at <http://mn.gov/admin/business/vendor-info/construction-projects/Forms/index.jsp>. Requests For Proposals issued to firms accepted to the Master Roster and contracts for work will, minimally, contain the following requirements:

Affidavit of Noncollusion

Each responder must complete the Affidavit of Noncollusion, Exhibit I, at the time of responding to a RFP.

Conflicts of Interest

Responder 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 is contemplated in this request for

proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Disposition of Responses

All materials submitted in response to this RFQ will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFQ that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

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

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Notwithstanding the above, if the State contracting party is part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

Contingency Fees Prohibited

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Sample Contract

You should be aware of the State's standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services Contract is available at <http://mn.gov/admin/business/vendor-info/construction-projects/Forms/index.jsp>. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in

your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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 which 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 to the State, 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 responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State 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 MMD, the State 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 the State's rights.

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 prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors will receive a six 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 Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference on state procurement to **certified small businesses** that are **majority-owned and operated by veterans**.

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Work Force Certification

For all contracts estimated to be in excess of \$100,000, responders are required to complete the attached Affirmative Action Data page and return it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency."

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.

Certification Regarding Lobbying

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must complete Exhibit F (available at <http://mn.gov/admin/business/vendor-info/construction-projects/Forms/index.jsp>), **Certification Regarding Lobbying** and submit it as part of its proposal when responding to a RFP.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that

which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant Performance Evaluation: Using Exhibit K, (available at <http://mn.gov/admin/business/vendor-info/construction-projects/Forms/index.jsp>) the State will evaluate the Consultant's and/or subconsultants' performance for work provided under contracts.

Project Energy/Utility Savings: The Consultant shall provide designs and specifications that result in maximizing energy savings. Consultant shall complete and submit Exhibit L (available at <http://mn.gov/admin/business/vendor-info/construction-projects/Forms/index.jsp>) to the State when applicable to the work under their contracts.

Insurance Requirements

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:
 - \$100,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
Other; if applicable, please list _____
State of Minnesota named as an Additional Insured, to the extent permitted by law

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;

- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
 - An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
- D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.
- E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

E-Verify Certification (In accordance with Minn. Stat. §16C.075)

By submission of a proposal for services in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

**ATTACHMENT A to MASTER ROSTER RFQ
SAMPLE TASKS OF
SCOPE OF SERVICES, DUTIES and RESPONSIBILITIES
OWNER'S PROJECT REPRESENTATIVE**

GENERAL DESCRIPTION

1. Project Management: On behalf of the State of Minnesota, through its Department of Administration's Real Estate and Construction Services, the Owner's Project Representative (OPR) will be responsible for assisting the State's Project Manager (PM) in the management and delivery of construction projects. Under supervision of the State's PM, the OPR will perform and/or coordinate the activities related to the development and delivery of State projects. For the Master Roster, these duties will vary depending upon complexity and scope of the project.
2. General responsibilities and services: The OPR shall provide the detailed services, duties and responsibilities, described in paragraphs 4 through 43 below, and integrate those into the following General responsibilities:
 - a. Project Management: Provide input to establish and subsequently monitor the project cost, scope and schedule including critical path and definition of project milestone dates.
 - b. Communications Plan: The OPR shall prepare a communication plan to keep stakeholders and project team members informed on the status of the project.
 - c. Project Reporting: Prepare a Project Management Plan and update on a monthly basis to reflect the current project status. (The report is to be in the format of the Project Management Plan described under Project Management Plan below).
 - d. Attend Project Meetings (during design, construction, and post construction phases of the project) and review meeting notes for compliance to project goals.
 - e. Prepare RFPs, contracts, amendments and miscellaneous correspondence for the State PM's or other State official's signature.
3. Resources: The OPR will provide sufficient resources and management skills to carry out the requirements of its contract with the State in an expeditious and economical manner consistent with the interests of the State. The State will provide necessary office supplies, phone, and a work area for the OPR.
4. Detailed Duties of the OPR: The following is a detailed description of the OPR's duties and responsibilities.

OWNER/USER AGENCY COORDINATION

5. Project Manager: State will establish a Project Manager (PM) for the Project. The OPR will interface with the PM on all activities related to the Project. All cost, scope, program and schedule changes must be approved by the PM in writing.

6. Owner's Group: State will establish an Owner's Group (OG) including representatives from the Departments of Administration, user agency and other state representatives as determined by State. The OPR will participate in OG meetings for the purpose of monitoring and reporting on the status of the cost, scope and schedule of the project.
7. Project Reporting: The OPR is responsible to report (in bound report) the monthly/biweekly/weekly progress, project costs to date, milestones accomplished, next months scheduled progress, change and cash flow.

STATE'S CONSULTANTS

8. OPR's Responsibilities related to State's Consultants: Under supervision of the State's PM, the OPR will monitor the State's Consultants in performing their work in order to achieve compliance with the project cost, scope and schedule. The OPR will recommend courses of action to the State's PM when requirements of the Project are not being fulfilled.
9. Scheduling: The OPR will advise the State's Consultants of the requirement for performing their work within the framework of the Project Schedule and will monitor the progress of the work being performed by the State Consultants. The OPR will advise and make recommendations to the State's PM concerning alternative courses of action that the PM may take in its efforts to achieve completion of all activities, tasks, actions and deliverables.
10. Contracts and Request for Proposals: The OPR will assist the State's PM in preparation of request for proposals (RFPs), design contracts, and amendments. The OPR will review proposals and make recommendations to the PM of the proposal offering the best value to the State. The OPR will assist the PM in negotiations with selected responders.

PROJECT MANAGEMENT

11. Project Management Plan: The OPR will prepare a Project Management Plan for the State's PM and OG and presented to the State's PM for approval. The OPR will update the Project Management Plan as additional information becomes available. All updates to the Project Management will be submitted to the State's PM for approval and subsequently distributed to each member of the OG. The Project Management Plan shall include, but not be limited to, the following:
 - A. Executive Summary: Include a brief Project Description and overview of the Project including history, purpose, cost, scope (sf areas) and schedule.
 - B. State's Project Team Membership/Organization: The State's Project Team will be defined to include the OPR, OG, PM, Executive Team, State's Consultants and others as necessary. Include organization chart(s) for the Project Team and team members and a project directory. Include a contracting plan describing the proposed State's Consultants. All key members of the Project Team will remain in such person's identified capacity until Final Completion unless otherwise agreed to in writing by the PM.
 - C. State's Project Team Communications: Describe the interrelationships of the members of the State's Project Team including the communication flows among the parties.
 - D. Critical Path List: The OPR shall maintain, track and report on a list of critical path items that need to be resolved in order to maintain the project cost and schedule. This list shall show completion dates of when the critical path item was initiated and completed.

- E. Scope: The OPR shall maintain, monitor and report on changes to the scope of the project including their impact on the budget and schedule.
 - F. Schedule: The OPR shall monitor and report on changes to the project schedule. Include an updated schedule of the entire project with all milestone dates, in each report.
 - G. Cost: The OPR shall monitor and report on changes to the entire project budget. Maintain a budget spreadsheet for the project (in Excel format). Provide an updated budget spreadsheet in each report.
 - H. Quality Control and Quality Assurance: Review consultant's work for compliance with the State's *Design Guidelines*.
 - I. Claims: The OPR shall include a list of all consultant and contractor claims in the report and update the status as it occurs. The OPR will review the contents of any claim submitted to the State, assemble information concerning the claim, review the alleged cause of the claim, and make recommendations to the State's PM and OG with respect to the claim. The OPR will make a final recommendation to the State's PM concerning settlement or other appropriate action. When requested, the OPR will further assist in negotiating the claim on behalf of the State's PM pursuant to the PM's instructions.
 - J. Building Data Sheet: The OPR will coordinate with the Architect/Engineer (A/E) of Record to prepare and update the Building Data Sheet (briefing) on the physical characteristics and estimated construction costs. This form will be provided by the State's PM costs.
 - K. Progress Reports: The OPR shall prepare a monthly periodic Progress Report that updates the above information.
12. Progress Meetings: The OPR will participate in regular project meetings in conjunction with the PM, OG and user agency. During the Schematic Design, Design Development and Construction Documents phases, the progress meetings will be held as required by the PM, but at least every two (2) weeks, at the Architect of Record's office or other appropriate location as agreed to by the State's PM. During the construction phase, the progress meetings will be held at least biweekly. The purpose of the progress meetings is to enable the orderly review of progress during design and construction, to provide for systematic discussion and analysis of problems that might arise between the State, Architect of Record, Construction Manager, Prime Contractor(s) and/or any Subcontractor, and to answer questions, resolve problems, review schedules, and discuss aspects or concerns of the Project. The OPR will review the minutes distributed by the A/E and contractors, and if necessary, provide corrections or clarifications, in writing, with a copy to the OG and State's PM.
13. Other services: The OPR will provide other services normally required to manage a project of this type as an agent of the owner including presentations to community groups and communications with local municipality as directed by the PM.

CONSTRUCTION PHASE

14. Construction Administration Procedures: The OPR will be the party through which supplemental agreements, payment requests, requests for information, submittals and other information will be processed and communicated to and from all parties.

15. Construction Site Meetings: Every two weeks, the OPR will participate in construction site meetings and review minutes, provide corrections or clarifications in writing to the State's PM.
16. Field Observations and Recordation: The OPR will conduct 'field' observation tours as necessary but at least every two weeks to record first hand the progress of Construction. The OPR is responsible to notify the State's PM immediately upon awareness of a potential for increase in cost or delay of construction. The OPR will monitor the consultant A/E of record's observation field reports. Observation of the work shall not include licensed A/E duties of review and observation for purposes of compliance with plans and specifications.
17. Nonconforming Work: The OPR will transmit Letters of Nonconforming Work when it is the judgment of the A/E of record that the work does not conform to the Contract Documents. The OPR will follow-up to ensure corrective work occurs.
18. Record Documents: The OPR will ensure that all Contracts, Drawings, Specifications, addenda, Supplemental Agreements, approved Shop Drawings, Product Data, Samples and similar required submittals are received, reviewed, kept in order and are packaged such for the purpose of archiving.

Schedule

19. Project Schedule: The OPR will monitor and review the Project Schedule and all updates to the Project Schedule and will notify the State's PM of any conflicts. The OPR will monitor and enforce the Critical Dates derived from the schedule during the design, bidding, construction and occupancy phases with all parties performing work including the activities, actions and tasks required of the PM, OG, and State's Consultants.
20. Analyzing Claims for Time: The OPR will analyze claims for extensions of time and costs. The OPR shall include a narrative of claims for time with recommendation of action to the State's PM. This narrative shall be included in the Periodic Project Report.

COST

21. General Description: The OPR will establish and maintain a project financial status reporting system. The OPR will advise and make recommendations to the State's PM concerning the alternative courses of action that the PM may take in its efforts to complete the project in the most economical manner possible including costs related efficiency, usable life, maintenance, energy, sustainability and operation.
22. Cost Research and Reviews: The OPR will conduct all cost research and reviews necessary for approving supplemental agreements (change orders).
23. Project Cost Summary Reports: The OPR will prepare and distribute Project Cost Summary Reports regularly throughout construction, as directed by the State's PM, including updated cost information reflecting actual bid prices and construction costs versus current budget figures.

PROGRAM

24. Conformance to Design Guidelines and Sustainability Guidelines: The OPR will closely monitor and manage the design of the building to assure the requirements of the Design Guidelines are met and the Sustainability Guidelines are followed.

25. Space Program: The OPR will work closely with the user agency to assure compliance with the Space Program, design-intent and adjacency relationships.
26. Space Planning Review: The OPR will review space plans for compliance with Budget, State purchasing rules, Space Guidelines and all furniture systems to be reused.

SUPPLEMENTAL AGREEMENTS (CHANGE ORDERS)

27. Supplemental Agreements to the Contract: The OPR will review requests for changes, assist in negotiating proposals, submit recommendations to the PM.
28. Supplemental Agreement Control: The OPR will establish and implement a supplemental agreement control system. All proposed supplemental agreements will first be described in detail in a Proposal Letter generated by the A/E of record. In response to the Proposal Letter, the Contractor will be required to submit to the OPR for evaluation a detailed breakdown of the costs and time extensions, if any, necessary to perform the proposed supplemental agreement. The OPR will estimate the cost and time necessary for all Proposal Letter responses and make recommendations to the PM prior to execution of supplemental agreements. All supplemental agreements and Proposal Letters will be tracked in the OPR's log, which will be the basis for the supplemental agreement Report to the PM.
29. Design Phase Supplemental Agreement Reports: The OPR will prepare and distribute Design Phase supplemental agreement Reports, which will reflect all actual Design Phase supplemental agreements as of the date of the report and their effect on the original and currently approved Construction Budget and Master Schedule.
30. Supplemental Agreement and Contract Time Negotiations: The OPR will review time extensions due to a supplemental agreement. The OPR will advise the State's PM of the acceptability of time extensions requested prior to the execution of any supplemental agreement.

PAYMENTS

31. Payment Applications: On behalf of the State's PM, the OPR will review and make a recommendation on all payment requests submitted by the State's Consultants, contractors and vendors. The OPR will review the payment requests submitted for accuracy and determine whether the amount requested generally reflects the progress of the work. The OPR will recommend to the PM and State's Consultants appropriate adjustments to each payment application.

OCCUPANCY

32. Occupancy Permit: The OPR will assist the State in obtaining the Occupancy Permit. This task includes, where necessary, accompanying governmental officials during inspection of the construction and ensuring that proper documentation to the appropriate approving agencies and code officials is accomplished.
33. Occupancy and Move-in Activities: The OPR will prepare requests for proposals, solicit quotes, prepare contracts, conduct pre-moving conferences and administer the contract for moving activities in conjunction with move-in. The OPR will make a final report to the State's PM concerning the move-in and make recommendations as to payment to vendors.

PROJECT CLOSE-OUT

34. Punch List: In conjunction with the A/E of record, the OPR will monitor the list of incomplete or defective work (punch list) prior to beneficial occupancy or substantial completion. When incomplete work or defective work has been remedied, the OPR will advise the State's PM of completeness and will ensure a Certificate of Substantial Completion is issued by the A/E of record.
35. Final Completion: In consultation with the A/E of record, and the State's PM, the OPR will document and communicate when the work is finally completed and will ensure a Certificate of Final Completion is issued by the A/E of record.
36. Project Close-out Meeting: Thirty (30) calendar days prior to the established date of Final Acceptance, the OPR will conduct a meeting with the State to review maintenance manuals, guarantees and warranties, close-out submittals, bonds, and service contracts for materials and equipment.
37. Record Documents: The OPR will coordinate and expedite submittals of information for as-built preparation and will coordinate and expedite the transmittal of record documents to the State's PM and user agency. The record documents will be submitted in electronic format and hardcopies.
38. Organize and Index Operation and Maintenance Materials: Prior to the Final completion of construction, the OPR will insure the receipt of material, such as manufacturer's operations and maintenance manuals, warranties, guarantees, etc., in an organized manner.
39. Training: The OPR will coordinate the scheduling of training of state personnel with the contractor or suppliers for operation and maintenance of the major building systems (i.e. Building Automation System, Fire Alarm System, Security System, HVAC System, etc.).

BIDDING

40. Bid Package Strategy: The OPR will assist the State's PM in determining the appropriate bid packages to enable the construction of the Work to proceed in an efficient and cost effective manner.
41. Bid Package Review: The OPR will review all bid packages to ensure conformance with the contract and schedule and budget parameters.
42. Pre-bid conferences: The OPR will attend all prebid conferences for each bid package to monitor A/E clarifications to the construction documents.
43. Review and Evaluation: The OPR will assist the A/E of record to make recommendations to the State's PM on the award of contracts or rejection of bids.

END

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**Attachment B
Master Roster
Affirmative Acknowledgement**

Please Check Appropriate Box: New Application Renewing Application

Name of Firm: _____ requests to be on the Real Estate and Construction Services Master Roster list.

Vendor Management Login ID: _____

SWIFT Vendor Number: _____

Documents (check appropriate boxes):

- | Current | New/Updated | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Affirmative Statements Page on file for your firm is current, within the last 12 months, and is accurate. If no, attach updated form. |
| <input type="checkbox"/> | <input type="checkbox"/> | Affirmative Action Certificate on file for your firm is current. If no, attach updated form. |
| <input type="checkbox"/> | <input type="checkbox"/> | Corporate Resolution on file for your firm in the Vendor Management System is current and accurate. If no, attach updated document. |
| <input type="checkbox"/> | <input type="checkbox"/> | Fee Schedule Table on file for your firm in the Vendor Management System is current, within the last 12 months, and is accurate. If no, attach updated form. |
| <input type="checkbox"/> | <input type="checkbox"/> | If applicable, TG/ED/Veteran-Owned Preference information on file for your firm is current and accurate. If no, attach updated confirmation. |

Vendor Management System (check appropriate boxes):

- | Accurate | New/Updated | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Vendor Information, including firm name, in the Vendor Management System is accurate. If no, update entries in the Vendor Management System. |
| <input type="checkbox"/> | <input type="checkbox"/> | Vendor Location Information in the Vendor Management System is accurate. If no, update entries in the Vendor Management System. |
| <input type="checkbox"/> | <input type="checkbox"/> | Categories of Work for <u>each</u> location are accurate in the Vendor Management System. If no, update entries <u>for each location</u> in the Vendor Management System. |
| <input type="checkbox"/> | <input type="checkbox"/> | Project Information with Reference Contact Information <u>for each category responder is selecting</u> are completed, accurate, and current in the Vendor Management System (projects have been completed within five years of responder's response). If no, update entries <u>for each category selected</u> in the Vendor Management System. *Reminder, for category 22, Owner's Project |

Representative, three project references must be provided – some will need to be identified in the “Additional Information” section or on a separate document if additional space is needed.

The undersigned is *(choose one of the following)*:

- the responder (if an individual)
- a partner in a 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).

The undersigned is fully informed regarding the accuracy of the statements made herein.

Responder’s Firm Name

Authorized Individual Name

Authorized Individual Title

Authorized Signature

Date

Notary:

Subscribed and sworn to me this _____ day of _____, 20__.
in _____ County, Minnesota.

Notary Public

My commission expires:

Notary Stamp:

After you have entered the required information into the Vendor Management System, submit the documents in PDF format, via email to recs.contracting@state.mn.us (please note in the subject of the email: “**Master Roster RFQ Application Submission from [firm name]**”) or mail hard copy documents to RECS Contracting, 309 Administration Building, 50 Sherburne Ave., St. Paul, MN 55155

Attachment C Electronic Document Naming Convention

Documents required to be submitted as described on page 11 in section titled Submission, number 2, shall be as follows when submitting electronically:

- All documents shall be in pdf format.
- Documents shall be named as follows:

Document	Electronic Naming Convention	Description
Responders Affirmative Statements Page	RAS_[Year]_[Firm Initials]_[Vendor Management Login ID]. pdf	For example: RAS_2016_ABC_01234567890.pdf "RAS" stands for "Responders Affirmative Statement", "2016" is the year submitted, "ABC" is the firm's initials, and "01234567890" is the firm's 11-digit Vendor Management System Login ID.
Affirmative Action Form and Certificate	AAC_[Year]_[Firm Initials]_[Vendor Management Login ID]. pdf	For example: AAC_2016_ABC_01234567890.pdf "AAC" stands for "Affirmative Action Certificate", "2016" is the year submitted, "ABC" is the firm's initials, and "01234567890" is the firm's 11-digit Vendor Management System Login ID.
Corporate Resolution	CR_[Year]_[Firm Initials]_[Vendor Management Login ID]. pdf	For Example: CR_2016_ABC_01234567890.pdf "CR" stands for "Corporate Resolution", "2016" is the year submitted, "ABC" is the firm's initials and "01234567890" is the 11-digit Vendor Management System Login ID.
Fee Schedule	FS_[Year]_[Firm Initials]_[Vendor Management Login ID]. pdf	For Example: FS_2016_ABC_01234567890.pdf "FS" stands for "Fee Schedule", "2016" is the year submitted, "ABC" is the firm's initials and "01234567890" is the 11-digit Vendor Management System Login ID.
Targeted Group/Economically Disadvantaged Certification (if applicable)	TGED_[Year]_[Firm Initials]_[Vendor Management Login ID]. pdf	For example: TGED_2016_ABC_01234567890.pdf "TGED" stands for "Targeted Group/Economically Disadvantaged", "2016" is the year submitted, "ABC" is the firm's initials, and "01234567890" is the firm's 11-digit Vendor Management System Login ID.
Veteran-Owned Preference (if applicable)	VP_[Year]_[Firm Initials]_[Vendor Management Login ID]. pdf	For example: VP_2016_ABC_01234567890.pdf "VP" stands for "Veterans Preference", "2016" is the year submitted, "ABC" is the firm's initials, and "01234567890" is the firm's 11-digit Vendor Management System Login ID.
Affirmative Acknowledgement Page (Attachment B)	AAP_[Year]_[Firm Initials]_[Vendor Management Login ID]. pdf	For example: AAP_2016_ABC_01234567890.pdf "AAP" stands for "Affirmative Acknowledgement Page", "2016" is the year submitted, "ABC" is the firm's initials, and "01234567890" is the firm's 11-digit Vendor Management System Login ID.