

REQUEST FOR PROPOSALS

Minnesota Department of Administration Real Estate and Construction Services

Project Overview

Construction Testing & Inspection Services - New Capitol Office Building

RECS Project Number: **02CP0036**

The State is in need of a qualified consultant to provide construction testing and inspection services during construction of a new office building and parking ramp. The Independent Testing Agency (ITA) will provide testing and inspections for work including but not limited to concrete, reinforcing steel, soils, structural steel, masonry, paving, fireproofing for the New Capitol Office Building, Capitol Complex, St. Paul, MN.

Questions are due: Tuesday, August 5, 2014, 2014 at 10:00 a.m. CT

Answers will be provided on: Thursday, August 7, 2014 by 4:00 p.m. CT

RFP response due date and time: Monday, August 18, 2014 by 12:00 Noon CT

Goals

The goal of this RFP is to enter into a contract to obtain services with the best value responder. This RFP does not obligate the State to complete the project and the State reserves the right to cancel the solicitation if it is considered to be in its best interest.

Sample Tasks

1. See Exhibit A and attachments for detailed scope of work.
 - a. Attachments listed in Exhibit A, section 4.
2. In addition to Exhibit A, Scope of Work, and the attachments, the following documents are considered to be part of this RFP and may be found at <http://mn.gov/administration/business/vendor-info/construction-projects/Forms/index.jsp>:
 - Exhibit D
 - D1, State Insurance Requirements
 - D2, Consultant Certificate of Insurance (to be provided by the Responder if awarded a contract)
 - Exhibit E, Affirmative Action Certification (to be completed by Responder) (attached)
 - Exhibit F, Certification Regarding Lobbying (to be completed by Responder) (attached)
 - Exhibit G, State's Designer Procedures Manual
 - Exhibit H, AIA 201 General Conditions (1997 Edition) as modified by the state. (Available from the Real Estate and Construction Services and incorporated by reference)
 - Exhibit I, Affidavit of Noncollusion (to be completed by Responder) (attached)

- Exhibit J, Not Used
 - Exhibit K, Consultant Performance Evaluation
 - Exhibit L, Project Energy/Utility Savings (This form for reference only. Architect or Record will complete this form)
 - Exhibit M, Veteran-Owned Preference Form (if applicable) (attached)
 - Exhibit O, Resident Vendor Form (if applicable) (attached)
3. The term of this contract is anticipated to run from August 18, 2014 to February 10, 2016, with the option to extend an additional 3 years in increments determined by the State.
 4. This request for proposal does not obligate the state to award a contract or complete the project, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest.
 5. Prospective responders who have any questions regarding this request for proposal should email the questions no later than the date identified on page 1 of this RFP to:

Talia Landucci Owen, Contracts Specialist
Real Estate and Construction Services
talia.landucci-owen@state.mn.us

Other personnel are NOT authorized to discuss this request for proposal with responders, before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

6. Unless otherwise notified in writing by the State, services are to begin immediately only upon complete execution of the Contract and receipt of a Notice to Proceed.

Proposal Content

By submission of a proposal, the Responder reaffirms its willingness to abide by the terms and conditions of the State's contract documents. 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 and may subject the responder to suspension or debarment proceedings as well as other remedies available by law. **The proposal must contain the following documents:**

1. **Exhibit B**, Fee Proposal, (For purposes of completing the cost proposal, the State does not make regular payments based upon the passage of time, it only pays for services performed or work delivered after it is accomplished.) Exhibit B includes:
 - Table B1
 - Rate Schedule
2. **Exhibit C**, Responder's Qualifications:
 - Responder should display 5 years of Firm Experience (Pass/Fail Requirement #1)
 - Responder should clearly identify expertise.
 - Responder should clearly display qualifications of key personnel.
 - Responder should clearly explain project experience.
 - Responder should clearly describe unique qualifications.

3. Submit the following forms (available at <http://mn.gov/administration/business/vendor-info/construction-projects/Forms/index.jsp>):
 - Exhibit E, Affirmative Action Certification
 - Exhibit F, Certification Regarding Lobbying
 - Exhibit I, Affidavit of Non Collusion
 - Exhibit M, Veterans Preference Form (if applicable)
 - Exhibit O, Resident Vendor Form (if applicable)

Proposal Instructions

All responses to this RFP (termed an “Event” within SWIFT) must be submitted through SWIFT using the Supplier portal (<http://supplier.swift.state.mn.us/>). Training and documentation on how to submit your response is available through the Supplier portal link above.

All responses to this RFP must be submitted and received in SWIFT no later than the Event End Date and time as set forth in the SWIFT Event Details applicable to this RFP.

All responses should include the following **separately attached** documents, unless otherwise specified:

1. a Cost Proposal (Exhibit B);
2. a Technical Proposal (to include Exhibit C);
3. a separate document containing all Non-Public/Trade Secret data (as defined by Minn. Stat. §13.37).
NOTE: all non-public/trade secret data must be posted to the “Add Non Public/Trade Secret Data” link on the Event Information page in SWIFT. The State is unable to ensure the protection of non-public/trade secret data contained in any other attachment.

Electronic submissions to the state will be accepted beginning on the SWIFT Start Date for this RFP. Cost information must be loaded into the system as a separate document(s) from your technical response.

All proposals will be automatically time and date stamped internal to the SWIFT system when they are received. Proposals received after End Date above will not be considered. The State shall not be responsible for any errors or delays caused by technology-related issues, even if they are caused by the State.

NOTE: If you are reviewing this RFP in the SWIFT system or downloaded the RFP from the SWIFT system, you are likely already a registered vendor with the State. **If you are reviewing this RFP in paper form, you may need to register as a vendor by going to <http://www.mmb.state.mn.us/vendorresources>. For new vendors, please note that approval of your registration may take 3 – 4 business days.** If you need assistance obtaining a vendor ID or completing the registration process, please call 651-201-8100, Option 1.

Late proposals will not be accepted.

All costs incurred in responding to this RFP will be borne by the responder. Fax, e-mail, and printed proposals will not be accepted or considered.

Proposals will be evaluated on “best value” as specified below.

Cost information must be loaded into the system as a separate document(s) from your technical response. Cost proposals will not be reviewed by the evaluation team prior to the qualification scores being finalized.

Proposal Evaluation

All responses received by the End Date and time will be reviewed by the State. Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation. The State reserves the right, based on the scores of the proposals, to create a short-listing of vendors who have received the highest scores to interview, or conduct demonstrations/presentations. The state reserves the right to seek best and final offers from one or more responders. A 100-point scale will be used to create the final evaluation recommendation.

Mandatory Requirements (Scored as Pass/Fail)

The following will be considered on a pass/fail basis:

1. Proposals must be received in SWIFT on or before the due date and time specified in this solicitation.
2. Proposals must include Exhibit B (as a separately attached document).
3. Proposals must include Exhibit C (as a separately attached document).
4. Proposal must show responder has 5 Years Firm Experience (Exhibit C - Requirement #1)

Evaluation Factors (Scored based on points as indicated)

The factors and weighting on which proposals will be judged are:

<u>SCORING CRITERIA</u>	<u>MAX POINTS AVAILABLE</u>
1. Expertise	20
2. Qualifications of Key Personnel	20
3. Project Experience	25
4. Unique Qualifications	5
5. Fee Proposal (score based on Not To Exceed Fee Amount)	30

General Requirements

Affidavit of Noncollusion

Each responder must complete the attached Exhibit I, Affidavit of Noncollusion and include it with the response.

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.

Licensure Requirements

Based upon the scope of work attached, the successful responder is required to be an Architect, Engineer, Landscape Architect, or Land Surveyor registered in the State of Minnesota under Minn. Stat. 326.02-14. A copy of Minnesota Statutes and Minnesota Rules is available at www.revisor.leg.state.mn.us.

Disposition of Responses

All materials submitted in response to this RFP 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 RFP 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 RFP, 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. Real Estate and Construction Services sample Basic Services Agreement (BSA) and Professional/Technical Services (PTSC) Contracts are available at <http://mn.gov/administration/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**:

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

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.

If you are claiming the veteran-owned preference, **attach documentation, sign and return Exhibit M, Veteran-Owned Preference Form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

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.

Human Rights Requirements

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."

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 the attached **Certification Regarding Lobbying** and submit it as part of its proposal.

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.

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.

- 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

- 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

- 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.

Consultant Performance Evaluation

Using Exhibit K, the State will evaluate the Consultant's and/or subconsultants' performance for work provided under this 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.

EXHIBIT A
Real Estate and Construction Services
Department of Administration

Scope of Services for Construction Testing & Inspection Services
For New Capitol Office Building
RECS Project No. 02CP0036

The State is seeking proposals from qualified consultants to provide construction testing and inspection services during construction of a new office building and parking ramp. The Independent Testing Agency (ITA) will provide testing and inspections for work including but not limited to concrete, reinforcing steel, soils, structural steel, masonry, paving, fireproofing.

1. PROJECT OVERVIEW

1.1. BACKGROUND & PROJECT DESCRIPTION

The project consists of the design and construction of a new office building with hearing rooms and underground parking garage on Lot B across University Avenue from the Minnesota State Capitol Building at the corner of Rev. Dr. Martin Luther King Jr. Boulevard and University Avenue.

The multi-story structure is approximately 176,000 gross square feet (gsf) of office, support and hearing rooms above grade. There will be approximately 2 stories of parking below grade of approximately 114,000 gsf.

1.2. SCOPE OF SERVICES

See 2 Responsibilities and Instruments of Service.

See the following for testing requirements for complete information:

- Bid Package 1 Contract Documents dated June 2, 2014 and Addendum #1 and #2.
- Schematic Design Documents dated May 21, 2014.

Note that observations of the following system will be done by others and are not a part of this testing agent's services: roofing, windows, curtainwall, exterior walls, waterproofing and exterior sealants.

1.3. PROJECT BUDGET/COST OF CONSTRUCTION

The estimated cost of construction is \$72.5M, including general conditions and design builder's fees.

1.4. PROJECT SCHEDULE:

1.4.1 Construction is anticipated to begin in August 2014 and be complete by December 31, 2015.

1.4.2 The schematic design documents are complete and design development documents will be complete in August. Contract documents for various work packages are being finalized. Bid Package 1 including Site Excavation, Retention, Site Utilities & Select Demolition has been issued. The following work packages are also anticipated:

<u>Bid Package</u>	<u>Title</u>	<u>Anticipated Start</u>	<u>Anticipated Completion</u>
2	Foundations/Basement Walls	October 2014	
3	Steel Structure/Enclosure/MEP/Rough In	March 2015	
4	Finishes/Specialties	June 2015	December 2015

1.4.3 The contract duration for all phases of TA Services is anticipated to be from August, 2014 to January, 2016.

1.5. EXPERTISE

The Responder shall demonstrate expertise in the following:

- 1.7.1. Expertise in material testing services.
- 1.7.2. Expertise in post-tension concrete construction.
- 1.7.3. Familiarity with the project location.

2. RESPONSIBILITIES & INSTRUMENTS OF SERVICE AND DELIVERABLES

2.1 RESPONSIBILITIES & INSTRUMENTS OF SERVICE

- 2.1.1. Provide ITA services as listed in Bid Package #1 contract documents. Also provide services for all other future phases/bid packages which will include, but not be limited to, concrete, soils, structural steel, masonry, paving, fireproofing, firestopping, sealants, and structural testing and special inspections. The specific work for the bid packages will be outlined in each work package's contract documents. Draft information is provided in the schematic design documents.
- 2.1.2. Testing and observations will be conducted using appropriate procedures and protocols. In performing the services, the independent Testing Agency (ITA) shall apply to the Project all reasonable and proper skill, judgment and care which are customary and normal professional practice and under recognized standards in the industry. ITA shall be solely responsible for the means, methods, techniques, sequence and procedures for taking samples and making observations and tests. Field observations and samplings shall be referenced on plans.
- 2.1.3. ITA will be in regular and frequent contact with Design Builder (DB) and Owner's Project Representative through meetings, telephone and written communication to report on progress of the work and ensure the necessary Project coordination. Attend construction meetings as needed, but not less than twice a month.
- 2.1.4. ITA will provide written reports containing professional opinions and recommendations regarding conformance of things tested or observed based on established or agreed upon criteria. The ITA shall provide preliminary test results daily to DB and written copies of tests and observations to DB and Owner's Project Representative.
- 2.1.5. ITA services do not include supervising contractors or commenting on, overseeing, or providing the means and methods of their work unless specifically agreed to in writing. Contractors shall not direct ITA's on-site personnel. ITA shall provide a health and safety program for their employees.
- 2.1.6. The Owner has designated a representative authorized to act on the Owner's behalf with respect to the project. The Owner's authorized agent is CPMI, Owner's Project Representative.

- 2.1.7. Reports furnished by the ITA shall be as required in the contract documents and master contract. Documentation related to the services performed shall be retained as follows: Analytical Data will be retained for seven years and Financial Data for three years following the submission of the final report. All deliverable reports, recommendations and other materials that result from the ITA's services shall become the property of the Owner after final payment is made to the ITA.
- 2.1.8. ITA will not release, transmit or otherwise disseminate information generated as a result of this project without prior knowledge and consent of Owner, except for information that is public domain or as ITA is required to release by law.

2.2 DELIVERABLES

- 2.2.1. Preliminary testing, inspection and observation reports. Written reports on testing, inspections and observations.
- 2.2.2. Provide verbal information in field to DB daily as tests are conducted.
- 2.2.3. Provide electronic version of all tests, reports and observations in pdf format (8 ½ " x 11") and email to DB, Architect and Owner's Project Representative. Reports must be distributed in a timely manner with no more than three (3) days between observation/testing and issuance of report,
- 2.2.4. Provide two hard copies of all tests to Owner's Project Representative at the end of each phase of construction.

3. ADDITIONAL INFORMATION

- 3.1. The work will occur on Lot B located at the corner of Rev. Dr. Martin Luther King Jr. Boulevard and University Avenue on the State Capitol Complex. Vendors are welcome to visit the site and review the existing conditions.
- 3.2. The work will be performed on the State Capitol Complex. Comply with the Contractor/Vendor guidelines and requirements for working on the State Capitol Complex:
 - 3.2.1 All persons on complex must be back ground checked, and anyone that will be working in the buildings must have a security badge. The guidelines including parking requirements are located at:
<http://www.mn.gov/admin/business/vendor-info/capitol-job-site-info/>
 - 3.2.2 To coordinate work, responder awarded a contract should contact:
Owner's Project Representative
Paul Oberhaus
CPMI
(612) 963-1270
poberhaus@cpmi.com
- 3.3. The State has contracted with the following firms for the services as listed:
 - Design Builder, M.A. Mortenson / BWBR
 - Owner's Project Representative, CPMI+ MOCA

3.4. The work will be performed under contract to the State of Minnesota Department of Administration, Real Estate and Construction Services (RECS)) in accordance with the State's Professional/Technical Services Contract. Following award and execution of original contract, any changes must be requested PRIOR to performing additional work. The State is not responsible for compensation for additional work unless the State has received a prior proposal and executed a supplemental agreement for the additional work. If additional services are necessary, the Consultant shall request such additional compensation in a written proposal to the Owner.

4. ATTACHMENTS (All Attachments are available in SWIFT):

- 4.1 Attachment A - Bid Package 1 Site Excavation, Retention, Site Utilities & Selection Demo Project Manual, Addendum #1 and #2.
- 4.2 Attachment B – Bid Package 1 Drawings
- 4.3 Attachment C – Schematic Design Project Manual (Revised May, 2014)
- 4.4 Attachment D – Sample Specifications
- 4.5 Attachment E - Schematic Design Drawings (Partial Set)

5. QUALIFICATIONS PROPOSAL. Summarize submittal information using Exhibit C – Qualifications Proposal.

6. FEE PROPOSAL & COMPENSATION

6.1. Submit fee proposal on Exhibit B. Fees for this service are to be stated as a Not-To-Exceed sum based on indicated quantities.

Reimbursable costs are not allowed so include all expenses within your lump sum proposals for each service. Specifically note that trip charges are to be included in the hourly rate for all personnel. Trip charges solely to pick up concrete cylinders are allowed, but ITA should make every effort to combine these with regular visits to site.

The State reserves the right to accept all or any portion of the work described.

6.2. Quantities: Base your fees on the number of tests stated on Exhibit B and Rate Schedule. The fee amount in Exhibit B will be used to set the Not-To-Exceed contract amount and Consultant will be paid for actual quantities of tests and services performed.

6.3. Compensation

6.4.1. The consultant's fee is a Not-to-Exceed cost and will establish the contract amount. It is understood the actual number and type of tests performed will vary with actual conditions.

6.4.2. Consultant will invoice the State based on the submitted Exhibit B Fee Proposal and Schedule of Charges. It is intended the services invoiced shall not exceed the contract amount. If the entire contract amount is not used, savings are retained by the Owner.

6.4.3. If additional services are necessary, the Consultant shall request such additional compensation in a written proposal to the Owner. No additional work will proceed or be paid for unless approved in writing by the Owner prior to commencement of the work.

7. REFERENCE DOCUMENTS: Services are to be provided in compliance with policies and guidelines identified below.

Consultant shall provide services in accordance with the terms and conditions of the State's Professional/Technical Services Contract (PTSC). The "boiler-plate" PTSC can be viewed online at <http://mn.gov/administration/business/vendor-info/construction-projects/Forms/index.jsp>

Consultant Performance Evaluation. The State will evaluate the Consultant's and/or subconsultants' performance for work provided. This form is available online at <http://mn.gov/administration/business/vendor-info/construction-projects/Forms/index.jsp>

Exhibit B –MATERIAL TESTING & INSPECTION SERVICES FEE PROPOSAL

Name of Project:	Material Testing & Inspection Services for New Capitol Office Building	
Project Facility:	New Capitol Office Building and Parking Ramp – New Facilities	
Project Location:	St. Paul, Minnesota	
RECS Project No.	02CP0036	
Primary Consultant Firm (Name and Address):		
Contact Person:		
Phone:	Fax:	Email:

(Repeat above information for all subconsultants on separate sheet. Include all-inclusive fee on Primary Consultant Firm's Fee Proposal)

PROPOSED COMPENSATION:

	AMOUNT
NOT TO EXCEED FEE (FILL IN THIS SUMMARY WITH AMOUNTS FROM TABLE B1)	\$

**Points awarded will be based on Total Compensation Amount

TABLE B1 –MATERIAL TESTING & INSPECTION SERVICES FEE PROPOSAL

		QUANTITY	UNIT	UNIT PRICE	TOTAL
1. SOIL OBSERVATIONS & TESTING					
1A.	Observations, Technician	176	HR		\$
1B	Observations, Engineer	72	HR		\$
1C	Principal Engineer	40	HR		\$
1D	Sieve Analysis	2	TEST		\$
1E	Soil Compaction Tests (nuclear gage or sand cone) or DCP tests	350	TEST		\$
1F	Proctor Test	4	TEST		\$
				SUBTOTAL 1	\$
2. BITUMINOUS CONCRETE PAVING					
2A.	Observations & Testing, Technician	40	HR		\$
2B	Marshall Density	2	TEST		\$
2C	Extracted Aggregate Gradation	2	TEST		\$
2D	Bituminous Coring	4	Core		\$
2E	Thickness and Density	4	Core		\$
				SUBTOTAL 2	\$
3. CONCRETE OBSERVATIONS & TESTING					
3A	Concrete Observations & Testing - mix verification, slump, air, temp, cylinder casting, concrete placement, etc.	240	HR		\$
3B	Concrete Observations & Testing - verify formwork, anchors, embedded items, protection and curing, etc.	120	HR		\$
3C	Concrete Observations & Testing - verify concrete reinforcement, etc.	240	HR		\$
3D	Observation of PT tendon placing and testing	130	HR		\$
3E	Compressive Strength of Concrete Cylinders - 4 Cylinders/Set	300	Sets		\$
3F	Cylinder pick Up/Delivery	50	TRIP		\$
3G	Aggregate for Portland Cement - Fine	1	TEST		\$
3H	Aggregate for Portland Cement - Coarse	1	TEST		\$
				SUBTOTAL 3	\$
4. MASONRY					
4A	Masonry Observations/Inspections/Testing - Preparation & Placement, Samples & Tests, Grouting, Reinforcement, etc.	100	HR		\$
4B	Mortar Test	8	TEST		\$
4C	Grout Test	16	TEST		\$
4D	Prism Test	2	TEST		\$
4E	Engineering Reports	40	HR		\$
				SUBTOTAL 4	\$

		QUANTITY	UNIT	UNIT PRICE	TOTAL
5. STEEL CONSTRUCTION					
5A	Inspections/Testing of Bolted Connections	190	HR		\$
5B	Inspection/Testing of Welding	100	HR		\$
5C	Inspection of Headed Shear Studs & Mechanical Fasteners	100	HR		\$
5D	Inspection of Steel Decking Welds & Mechanical Fasteners	60	HR		\$
5E	Principal Engineer	60	HR		\$
				SUBTOTAL 5	\$
6. SPRAY APPLIED FIREPROOFING					
6A	Inspections - Thickness, Temp, Etc	70	HR		\$
6B	Density Test	40	TEST		\$
6C	Cohesion/Adhesion Test	40	TEST		\$
				SUBTOTAL 6	\$
7. FIRESTOPPING & FIRE-RESISTIVE JOINT SEALANTS					
7A	Inspections	80	HR		\$
				SUBTOTAL 7	\$
8. MANAGEMENT & REPORTING					
8A	Engineer	40	HR		\$
8B	Senior Project Manager	80	HR		\$
8C	Project Manager	390	HR		\$
8D	Project Assistant	80	HR		\$
				SUBTOTAL 8	\$
9. OTHER					
9A				\$	\$
9B				\$	\$
9C				\$	\$
				\$	\$
				\$	\$
				\$	\$
				SUBTOTAL 9	\$
TOTAL COMPENSATION ALL OF THE ABOVE:					\$

(Repeat for all subconsultants)

*** Markup is not allowed on Subconsultant fee**

Consultant's Fee shall include all materials and labor required to complete the work, including but not limited to equipment, reproduction and other printing costs, data/telecommunications, travel expenses, mileage, meals, lodging, etc.

Quantities: Base your fees on the number of tests stated in Table B1. As stated in 6.4 Compensation, the fee amount will be used to set the Not-To-Exceed contract amount and Consultant will be paid for actual quantities of work performed.

EXHIBIT C - QUALIFICATIONS PROPOSAL

INSTRUCTIONS

(Do not include these instructions with your response)

INSTRUCTIONS FOR COMPLETING FORM (Numbered paragraphs below correspond to numbers contained in form):

EXHIBIT C1:

1. Firm Experience: Provide the following to satisfy the Pass/Fail Requirement #1, the Responder's firm shall have at least 5 Years' experience providing testing and inspection services.

EXHIBIT C2:

- 1.0** Provide State's project number, project name, and location of the project for which this form is being submitted.
- 2.0** Provide legal name and address and contact person information on the prime firm that is responding to the RFP. If the firm is forming a joint venture or an association with other firm(s) for this project, insert: "in association with" or "in joint venture with" and name the firm(s). Provide addresses of joint venture or associate firm in the Section (5) below.
 - a.** List the name, title, and telephone number of the principal who will serve as the point of contact. Such an individual must be empowered to speak for the responding firm on policy and contractual matters and should be familiar with the programs and procedures of responding firm.
- 3.0** Provide statements on the Responder's interest and availability to promptly perform the services called for in the RFP.
- 4.0** Expertise:
 - a.** Provide brief statement on the Responder's ability, qualifications and appropriate licensure to perform required services.
 - b.** Provide a brief description of Responder's expertise in material testing and observations including post-tensioned concrete.
 - c.** Provide a brief statement of the Responder's familiarity with the project location.
- 5.0** Qualifications of Key Personnel: Provide brief resumes of key personnel expected to participate on this project. Limit resumes to only those personnel and specialists who will have major project responsibilities. Work completed while employed with other firm(s) may be included as long as firm name and location is identified.
- 6.0** Experience with Comparable Projects: List five (5) representative projects completed by the firm best illustrating current qualifications relevant to this project. Work performed by other segments of the firm not located within the confines of the office submitting this application, or work completed by individuals while employed with other firms, should not be listed.
 - a.** Projects listed must have been designed and completed no more than 10-years from date of request for proposal.
 - b.** Prime consideration will be given to projects that illustrate responder's capability for performing work similar to that described in this RFP.
 - c.** Provide owner references for each project.
- 7.0** Unique Qualifications: Summarize your team's unique qualifications for this Project and include any specialized or technical certifications that your firm or members of your firm may have.

8.0 Respond to each statement and attach completed documents as required.

a. The proposal must be signed in ink by an authorized member/officer of the Responder. If a corporation person must be authorized in a corporate resolution or partnership document; if a sole proprietor, owner must sign. ALL INFORMATION CONTAINED IN THIS FORM MUST BE CURRENT.

Do not use forms other than those provided herein. The forms provided indicate what information is desired and the format in which it is to be presented.

EXHIBIT C1 - QUALIFICATIONS PROPOSAL (PASS/FAIL Requirements)

1. Firm Experience: Provide the following to satisfy the Pass/Fail Requirement #1, 5 Years Firm Experience:

- a. List number of years the firm has been in business: _____.

- b. List one project for which testing and inspection services were provided that demonstrates firm's 5 year experience:

Project Name: _____

Date Completed: _____

Owner Name, Contact Information: _____

4. EXPERTISE:

4a RESPONDER'S STATEMENT ON ABILITY, QUALIFICATIONS & APPROPRIATE LICENSURE TO PERFORM REQUIRED SERVICES

4b. RESPONDER'S DESCRIPTION OF RESPONDER'S EXPERTISE IN MATERIAL TESTING AND OBSERVATIONS INCLUDING POST-TENSIONED CONCRETE.

4b. RESPONDER'S STATEMENT OF FAMILIARITY WITH THE PROJECT LOCATION.

5. QUALIFICATIONS OF KEY PERSONS AND SPECIALISTS FOR RESPONDER AND Its ANTICIPATED CONSULTANTS. ADD ADDITIONAL PAGES IF NECESSARY.

a. NAME AND TITLE:	a. NAME AND TITLE:
b. PROJECT ASSIGNMENT:	b. PROJECT ASSIGNMENT:
c. NAME OF FIRM WITH WHICH ASSOCIATED:	c. NAME OF FIRM WITH WHICH ASSOCIATED:
d. YEARS EXPERIENCE: WITH THIS FIRM: WITH OTHER FIRMS:	d. YEARS EXPERIENCE: WITH THIS FIRM: WITH OTHER FIRMS:
e. EDUCATION: DEGREE(S) / YEAR / SPECIFICATION	e. EDUCATION: DEGREE(S) / YEAR / SPECIFICATION
f. ACTIVE REGISTRATION: YEAR FIRST REGISTERED / DISCIPLINE	f. ACTIVE REGISTRATION: YEAR FIRST REGISTERED / DISCIPLINE
g. EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE PROPOSED PROJECT:	g. EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE PROPOSED PROJECT:

6. WORK COMPLETED BY RESPONDER IN THE PAST 10 YEARS WHICH ILLUSTRATES CURRENT QUALIFICATIONS RELEVANT TO THESE SERVICES REQUESTED IN THIS PROPOSAL. LIST FIVE (5) RELEVANT PROJECTS. (IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS.) Insert references from Owners following this section. (Note: If Responder has an existing master contract with the State, Letters of Reference from Owners are not required, but you must insert a statement indicating such.)

a. CLIENT NAME, LOCATION, PROJECT TITLE, CLIENT CONTACT PERSON, TITLE, PHONE NUMBER, EMAIL ADDRESS (Completed by A/E of Record)	b. ACTUAL FINAL COMPLETION DATE MONTH/YR	c. TOTAL COST OF PROJECT	d. PROJECT REPRESENTS EXPERIENCE IN:
1.			
2.			
3.			
4.			
5.			

7. UNIQUE QUALIFICATIONS

8. PLEASE ANSWER THE QUESTIONS LISTED BELOW, TO CONFIRM SPECIFIC ELIGIBILITY REQUIREMENTS.

- a. I have read and agree to the State Professional / Technical Services Contract Yes No
- b. A Certificate of insurance will be provided in accordance with State Professional / Technical Services Contract , if awarded project Yes No
- c. A signed Affidavit of Non-collusion is attached. Yes No
- d. A completed and signed Affirmative Action Data Page is included with this proposal Yes No
- e. Foreign outsourcing will will not be involved in the delivery of contract services.

<p>9. Authorized Signature:</p> <p style="text-align: center;">_____ (Signature of person identified in Section 2)</p> <p>Date: _____</p> <p><input type="checkbox"/> corporate officer* <input type="checkbox"/> partner* <input type="checkbox"/> sole proprietor *insert copy of provide copy of corporate resolution or by-laws indicating that this person has authority to sign and enter into contracts on behalf of the company or partnership.</p> <p>Firm is registered in Minnesota as a:</p> <p><input type="checkbox"/> Corporation <input type="checkbox"/> LLP <input type="checkbox"/> Other _____</p> <p>MN Tax ID No. _____ FED Tax ID No. _____</p> <p>MN Vendor No. _____ (required for contract)</p>	<p style="text-align: center;">_____ (Typed Name) Date: _____</p> <p style="text-align: center;">_____ (Typed Title)</p>
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END OF EXHIBIT C

Exhibit E

State Of Minnesota – Affirmative Action Certification

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

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 you have 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. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates 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 received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months.** Proceed to BOX C.

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

Exhibit F
CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name:

Instructions: Please return your completed form as part of the Response submittal.

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 <insert name> Request for Proposals 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 Proposals, 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.
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder's firm name: _____

Print authorized representative name: _____ Title: _____

Authorized signature: _____ Date (mm/dd/yyyy): _____

Notary Public

Subscribed and sworn to before me this:

_____ day of _____, _____

Notary Public signature

Commission expires (mm/dd/yyyy)

EXHIBIT M - STATE OF MINNESOTA

VETERAN-OWNED PREFERENCE FORM

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 in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by**:

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs;
or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

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. When responding to a Request for Bid (RFB), the preference is applied only to the first \$500,000 of the response. When responding to a Request for Proposal (RFP), the preference is applied as detailed in the RFP.

If you are claiming the veteran-owned preference, **attach documentation, sign and return this form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

I HEREBY CERTIFY THAT THE FIRM LISTED BELOW:

My firm is a certified small business and it is majority-owned and operated by an eligible person as defined by Minn. Stat. § 16C.16, subd. 6a.

Yes **No** (must check yes or no) **State the type of documentation attached:** _____

DOCUMENTATION MUST BE PROVIDED FOR ONE OF THE FOLLOWING REQUIREMENTS:

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

State the type of documentation attached: _____

(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs;

State the type of documentation attached: _____

(3) any other veteran-owned small businesses certified under Minnesota Statute Section 16C.19, paragraph (d).

State the type of documentation attached: _____

Name of Company: _____
Authorized Signature: _____
Printed Name: _____

Date: _____
Telephone: _____
Title: _____

IF YOU ARE CLAIMING THE VETERAN-OWNED PREFERENCE, ATTACH DOCUMENTATION, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE TO THE SOLICITATION.

EXHIBIT O - STATE OF MINNESOTA RESIDENT VENDOR FORM

In accordance with Laws of Minnesota 2013, Chapter 142, Article 3, Section 16, amending Minn. Stat. § 16C.02, subd. 13, a "Resident Vendor" means a person, firm, or corporation that:

- (1) is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
 - (2) has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought;
 - (3) has a business address in the state; and
 - (4) has affirmatively claimed that status in the bid or proposal submission.
-

To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your bid or proposal.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced.
(This includes a foreign corporation duly authorized to engage in business in Minnesota.)
 Yes No (must check yes or no)
2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.
 Yes No (must check yes or no)
3. Has a business address in the State of Minnesota.
 Yes No (must check yes or no)
4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.
 Yes No (must check yes or no)

BY SIGNING BELOW, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of Company: _____	Date: _____
Authorized Signature: _____	Telephone: _____
Printed Name: _____	Title: _____

IF YOU ARE CLAIMING RESIDENT VENDOR STATUS, SIGN AND RETURN THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION.