

REQUEST FOR PROPOSALS

Minnesota Department of Administration Real Estate and Construction Services

Project Overview

The State of Minnesota (State), through its Department of Administration's Real Estate and Construction Services (RECS), requests proposals and fee schedules from firms and individuals (Responder) to provide Construction Auditing services. The purpose of this RFP is to create new Master Contracts.

Questions are due: Wednesday, October 23, 2013 at 3:30 p.m. and must be emailed to: Talia Landucci Owen, Real Estate and Construction Services at talia.landucci-owen@state.mn.us.

Answers will be provided on: Wednesday, October 30, 2013 by 3:30 p.m.

RFP response due date and time: Wednesday, November 6, 2013 at 12:00 Noon CT

Goals

RECS intends to enter into a Professional and Technical Services Master Contract with Responders meeting the criteria noted under Proposal Evaluation.

A Master Contract is a contract that spells out most, but not all of the terms between the signing parties. Its purpose is to speed up and simplify future Work Order Contracts. A Master Contract with the State is not a guarantee of receiving work issued in a Work Order Contract. A complete detailed description of required work will be furnished in each Work Order Contract issued under Master Contracts resulting from this RFP.

Work Order Contracts will be issued for individual auditing projects. Dependent upon the expected fee for the project, proposals may need to be solicited from multiple firms having a Master Contract for construction auditing.

Multiple Responders may be offered a Master Contract to perform work. Projects will vary in nature and scope. Most will involve auditing of construction costs for work done under the Construction Manager at Risk project delivery method. Some may be for Design/Build or Design/Bid/Build. Most will involve projects of significant size and complexity; however, other services could be used, as needed, such services as auditing of complex Contract Amendments, review of construction proposals, and assistance in development of construction RFPs. This list is not limited to these areas, as the State's need for this service may include other areas where construction auditing expertise may be needed.

The Master Contracts will be used by RECS on most or all State construction auditing services projects required to be done under the authority of the Commissioner of Administration. This includes, but is not limited to, projects done for the Departments of Administration, Corrections, Human Services, Veterans Affairs, as well as the Minnesota State Academies, Minnesota State Retirement Systems, Perpich Center for Arts Education, and Veterans Home Board.

Sample Tasks

1. Scope of Construction Audit Services

The goals of the project audit are:

- Cost management
- Risk identification and management
- Financial control
- Identify and minimize overcharges on the project
- Reduce litigation risk through better project control and information

The specific audit services for this proposal include:

A. Contract Compliance Audit:

1. Test and monitor controls per the base contract, the State's General Conditions, and any applicable amendments.
2. Review payment applications.
3. Test for contract compliance
4. Test and evaluate change orders
5. Identify potential over-charges and recommend action to the Owner
6. Recommend control improvements during the audit process
7. Visit the site at least every three months during periods of major activity.

B. Contract Compliance Audit services should include but are not limited to:

1. Verification of all project costs incurred by the contractor, including proper payroll, overhead, and administrative costs.
 - Craft & Staff Labor hours, wages and / or stipulated rates charged to the construction project (including compliance with Davis-Bacon Act prevailing wage laws).
 - Labor Burden costs such as employee benefits, Federal & State Unemployment Insurance, workers' compensation, and other labor burden cost elements charged to the project.
 - Materials & Equipment costs charged to the project.
 - Subcontractors' costs charged to the project.
 - Contractor Owned Equipment Rentals charged to the project.
 - Small Tools and other construction costs charged to the project.
 - General Liability and other insurance costs charged to the project.
 - Home Office Overhead costs charged to the project.
 - Fees and mark-ups of any kind charged to the project.
 - Bond expenses
2. Verification of proper sales and use tax charges.
3. Verification of proper math and methods used by the contractor to develop the final billing, including proper credits for discounts or refundable deposits.
4. Verification that proper bidding procedures were followed for subcontractors.
5. Reconciliation of all alternates and allowances.
6. Verification that all cost charged to the job were incurred for this job and that any unused materials or tools are properly credited to the owner.
7. Reconciliation of the "guaranteed-maximum" and "savings that accrue to the Owner" per the contract.
8. Verification of all change order costs to confirm that:
 - None are base scope-related;
 - All change order calculations are applied accurately per the terms of the contract

- When appropriate, calculations are based upon actual costs, not "estimates".
9. Verification of proper contingency use and documentation per the contract
 10. Final project cost reconciliation.
 11. Support during negotiation for adjustments based on audit findings.
 12. Review financial reports submitted by the CM.

C. Project Close-Out Audit:

1. Determine if obligations to subcontractors and suppliers have been satisfied
2. Review back-charges and buy-outs
3. Identify potential over-charges and recommend action to the Owner
4. Reconcile final billing and verify final billing accuracy
5. Provide final report to the owner with any recommendations for action

D. Special Tasks

1. Tasks that utilize the special skills and experience of the construction auditor. This may include, but are not limited to:
 - Review of specific construction cost proposals (Supplemental Agreements). May be a part of a project that otherwise is not being reviewed by construction auditor.
 - Review of construction contracts and cost control procedures for the purpose of refining or special tailoring of requirements so as to facilitate auditing and construction cost control after those documents are put into use.
 - Review of any other costs charged by a contractor or vendor.
 - Assistance with negotiations over proposed costs.

E. Other related services

2. In addition to Tasks above, and the attachments, the following documents are considered to be part of this RFP and may be found <http://mn.gov/administration/business/vendorinfo/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 (attached)
 - Exhibit F, Certification Regarding Lobbying (attached)
 - Exhibit G, Not Used
 - Exhibit H, Not Used
 - Exhibit I, Affidavit of Noncollusion (to be completed by Responder) (attached)
 - Exhibit J, Not Used
 - Exhibit K, Consultant Performance Evaluation
 - Exhibit L, Not Used
 - 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 December 1, 2013 to November 30, 2015, 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.

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 Hourly Fee Schedule and completed Exhibit C as described below (Word versions available in SWIFT; proposal will not be evaluated if Hourly Fee Proposal and completed Exhibits C are not received in SWIFT by the RFP Response Due Date and Time):**

1. Hourly Fee Schedule; see more detailed description below
2. Exhibit C, Qualifications Proposal, version attached to this request for proposals (any other version of Exhibit C will not be accepted).
3. Provide statement regarding any conflict of interests (see General Requirements)
4. Completed Forms (listed below)
 - Exhibit E, Affirmative Action Certificate
<http://mn.gov/administration/business/vendor-info/construction-projects/Forms/index.jsp>
 - Exhibit F, Certification Regarding Lobbying
<http://mn.gov/administration/business/vendor-info/construction-projects/Forms/index.jsp>
 - Exhibit I, Affidavit of Non-Collusion
<http://mn.gov/administration/business/vendor-info/construction-projects/Forms/index.jsp>
 - Corporate Resolution, as required by Exhibit C, Section 8 (to be submitted by responder)
 - TG/ED Certificate (to be submitted by responder if applicable)
<http://mn.gov/administration/business/vendor-info/construction-projects/Forms/index.jsp>
 - Exhibit M, Veteran Owned Preference form (form attached, complete only if applicable)
<http://mn.gov/administration/business/vendor-info/construction-projects/Forms/index.jsp>
 - Exhibit O, Resident Vendor Form (If Applicable)
<http://mn.gov/administration/business/vendor-info/construction-projects/Forms/index.jsp>

HOURLY FEE SCHEDULE

The responder is required to submit an hourly fee schedule. The fee schedule must show the hourly rates for each of the Responder's employees. The hourly rate must include all, travel expenses, and other project-related expenses, which include but are not limited to mileage, meals, lodging, telephone/fax, printing, computer discs, and photographs. A range of fees for a position is not acceptable. **The highest hourly rate on the fee schedule will be used in the evaluation.**

Reimbursable Expenses: The State reserves the right to modify the allowable reimbursable expenses prior to execution of Work Order Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget. A copy of the Commissioner’s Plan is available on the web at: at <http://www.mmb.state.mn.us/comp-commissioner> (click on “Commissioner’s Plan” in the right side column. The Contractor will not be reimbursed 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.

Sub consultant costs, when approved by the State’s Project Manager, will be negotiated as an additional service at one (1.0) times Responder’s cost. There are no other allowable reimbursable expenses.

A fee schedule may be revised once a year after June 30, 2015. However, hourly rates may not exceed a 3% increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date received by the State.

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. an Hourly Fee Schedule;
2. a Qualifications Proposal - Exhibit C; only the version included with this RFP will be accepted
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.

Interested responders may begin preparing and entering their response into SWIFT as soon as they have downloaded the RFP. 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 considered.

The State will not be responsible for web site malfunctions or overloads.

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.

It is the State’s intent to award this work to one or more firms.

Cost information must be loaded into the system as a separate document(s) from the Qualifications Proposal – Exhibit C. Fee proposals will not reviewed by the evaluation team prior to the qualification scores being finalized.

Proposal Evaluation

All responses received by the Due 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. The state reserves the right to seek best and final offers from one or more responders.

The State is not obligated to complete this RFP and the State reserves the right to cancel this solicitation if it is considered to be in its best interest. This Request for Proposals and Fee Schedules 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 Master Contracts if it is considered to be in its best interest.

The State reserves the right to reopen this RFP if the State deems it necessary and/or beneficial to the State.

State’s Contract Formats—An Example of the Master Contract that may result from this RFP can be found at: <http://www.mmd.admin.state.mn.us/pdf/mastercontract.pdf>. The State reserves the right to modify the contract language for the above contract format prior to execution of a contract.

The State will not consider the fees and fee schedule submitted by the Responder to be proprietary or trade secret materials.

Qualified Responders that meet the requirements of this RFP, and score in the top tier of total points, may be offered a Master Contract.

Fee schedule evaluation points will be based on highest hourly rate listed on the hourly fee schedule.

The State will evaluate Proposals against the evaluation criteria for the degree to which each Proposal meets the following criteria:

Number	Evaluation Criteria	Max. Points	Evaluator Score
1.	All required forms have been submitted		
2.	<ul style="list-style-type: none">• Responder’s Fee Schedule• Exhibit C• Other Forms• Exhibit E, Certification Regarding Lobbying• Exhibit F, Affirmative Action Certification	Pass/Fail Pass/Fail	

	<ul style="list-style-type: none"> • Exhibit I, Affidavit of Non-Collusion • Corporate Resolution • TG/ED Certificate (if applicable) • Exhibit M, Veteran-Owned Preference Form (if applicable) • Exhibit O, Resident Vendor Form (If Applicable) 		
Number as Referenced to Exhibit C	Refer to Qualifications-Exhibit C		
2.	Provide legal name and address and contact person information on the prime firm that is responding to the RFP	Pass/Fail	
3.	Statement of interest to perform the services indicated in the RFP.	Pass/Fail	
3a.	Statement on availability to start work promptly and to promptly deliver services.	Pass/Fail	
4.	Team proposed for this performance of work described in RFP	5	
5.	Responder's Team Qualifications	20	
6.	Qualifications based upon Project Accomplishments and Experience	25	
7.	Unique Qualifications	20	
8.	Corporate signature and copy of corporate resolution or by-laws.	Pass/Fail	
	<i>Cost Factor:</i> Hourly rate on Fee Proposal (based on the highest hourly rate, if more than one listed)	30	
	Points Subtotal:	100	
	TG/ED or Veteran-owned/Service Disabled Veteran-Owned Preference	6	
	Total Points	106	

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 an Hourly Fee Schedule (as a separately attached document).
3. Proposals must include Exhibit C (as a separately attached document). Only the version included with this RFP will be accepted.

General Requirements

Affidavit of Noncollusion

Each responder must complete the attached 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.

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. A sample State of Minnesota Professional/Technical Services Contract is attached for your reference. 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.

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 the 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.

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 [EXCLUDED]**

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.

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):

- 1.0** Project identification.
- 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 (4) below.
- 3.0** Provide statements on the Responder and design team's interest and availability to promptly perform the services called for in the RFP.
- 4.0** Responder to list members of team who will provide the services described in the RFP. If Responder intends to use outside consultants, provide name(s) and address(es) of all such firm(s) and name of principal person(s), as well as the particular areas of technical/professional expertise, as it relates to this project. Previous working relationships should be noted.
- 5.0** For key team member who will provide services, list the individual and requested information about their relevant projects, as requested.
- 6.0** For each of the key team members, who will provide services, provide information requested.
- 7.0** 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.

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 C - QUALIFICATIONS PROPOSAL

STATE OF MINNESOTA REAL ESTATE AND CONSTRUCTION SERVICES (State) Qualifications and General Requirements Information	1. PROJECT: Construction Auditing Services
2. RESPONDER's NAME & ADDRESS (include 9-digit zip code): 2a. COUNTY OF RESPONDER's LOCATION: 2b. RESPONDER's STATE VENDOR NO. : 2c. DATE FIRM ESTABLISHED:	2d. NAME, TITLE & TELEPHONE NUMBER PERSON SIGNING PROPOSAL (see Section 8): 2e. RESPONDER's (CONTACT) TELEPHONE NO.: 2f. RESPONDER's FAX NUMBER: 2g. RESPONDER's EMAIL ADDRESS:
3. RESPONDER's STATEMENT OF INTEREST TO PERFORM THE SERVICES AS INDICATED IN THE RFP:	
3a. RESPONDER's STATEMENT ON AVAILABILITY TO START WORK PROMPTLY UPON EXECUTION OF CONTRACT AND TO PROMPTLY DELIVER SERVICES:	

4. TEAM PROPOSED FOR THIS PROJECT

NAME	POSITION (Also, identify if working with team as sub consultant or on contract basis)	HAS PERSON WORKED WITH RESPONDER BEFORE?
A.		___YES ___NO
B.		___YES ___NO
C.		___YES ___NO
D.		___YES ___NO

5. RESPONDENT'S TEAM QUALIFICATIONS

Team member "A" from Section 4, above.

Name of Individual _____

Number of audits for projects with construction cost exceeding \$5 Million dollars _____

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

1. Project _____
Owner _____
Construction Cost _____

Duration of Audit _____

Contracting Model _____

2. Project _____
Owner _____
Construction Cost _____

Duration of Audit _____

Contracting Model _____

3. Project _____
Owner _____
Construction Cost _____

Duration of Audit _____

Contracting Model _____

4. Project _____
Owner _____
Construction Cost _____

Duration of Audit _____

Contracting Model _____

Team member "B" from Section 4, above.

Name of Individual _____

Number of audits for projects with construction cost exceeding \$5 Million dollars _____

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

1. Project _____
Owner _____
Construction Cost _____

Duration of Audit _____

Contracting Model _____

2. Project _____
Owner _____
Construction Cost _____

Duration of Audit _____

Contracting Model _____

3. Project _____
Owner _____
Construction Cost _____

Duration of Audit _____

Contracting Model _____

4. Project _____
Owner _____
Construction Cost _____

Duration of Audit _____

Contracting Model _____

Use additional pages if more team members.

3. What is the largest, in terms of construction cost, audit that person "B", as cited in Exhibit C, Section 4, has participated in? *(Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.)*

4. What is the most challenging audit that person "B", as cited in Exhibit C, Section 4, has worked on? *(Please describe what made this project most challenging, how challenges were approached)*

7. UNIQUE QUALIFIATIONS

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

- a. I have read and agree to the State's Standard Professional / Technical Services Contract () Yes () No
- b. A Certificate of insurance will be provided in accordance with State's Standard 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>Authorized Signature:</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">(Signature of person identified in Section 2)</p> <p>() corporate officer* () partner* () sole proprietor *provide copy of corporate resolution or by-laws</p> <p>Firm is registered in Minnesota as a:</p> <p>() Corporation () LLP () Other _____</p> <p>MN Tax ID No. _____ FED Tax ID No. _____</p> <p>MN Vendor No. _____ (required for contract)</p>	 <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">(Typed Name) Date: _____</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <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.