



Hennepin County Medical Center  
Minneapolis, Minnesota

## **Request for Proposal**

***RFP 17-021***  
***Construction Manager at Risk for***  
***Master Campus Plan Phase 2A***

December 19, 2017

## TABLE OF CONTENTS

### REQUEST FOR PROPOSAL

<b>I.</b>	<b>Introduction</b>	<b>4</b>
	<b>1.1 Executive Summary</b>	<b>4</b>
	<b>1.2 HCMC Overview</b>	<b>4</b>
<b>II.</b>	<b>Scope of Work</b>	<b>5</b>
	<b>2.1 Background</b>	<b>5</b>
	<b>2.2 Pre-Construction services</b>	<b>9</b>
	<b>2.3 Construction Phase Services</b>	<b>11</b>
	<b>2.4 Mandatory Workforce Requirements</b>	<b>13</b>
<b>III.</b>	<b>Administrative Process</b>	<b>15</b>
	<b>3.1 Contact Between Proposer and HCMC</b>	<b>15</b>
	<b>3.2 RFP Timeline</b>	<b>16</b>
	<b>3.3 Explanation of Events</b>	<b>16</b>
	<b>3.4 Rules Governing Competition</b>	<b>18</b>
	<b>3.5 General Provisions</b>	<b>22</b>
<b>IV.</b>	<b>Proposal Format and Organization</b>	<b>22</b>
	<b>4.1 Instructions for Submitting Proposal</b>	<b>22</b>
	<b>4.2 Instructions for Proposal Layout</b>	<b>23</b>
	<b>4.3 Content of Proposal</b>	<b>23</b>
<b>V.</b>	<b>Evaluation</b>	<b>30</b>
	<b>5.1 Evaluation Criteria</b>	<b>30</b>
	<b>5.2 Evaluation Process</b>	<b>30</b>
	<b>5.3 Vendor Presentation of Proposals to Selection Committee</b>	<b>31</b>

**Attachment A - Letter of Intent to Respond**

**Attachment B - Trade Secret and Competitive  
Data Exclusion Request**

**Attachment C - Pricing Proposal Form**

**Attachment D - Background Questionnaire**

# I. INTRODUCTION

## 1.1 Executive Summary

Hennepin Healthcare System, Inc., (“HHS”), dba Hennepin County Medical Center (“HCMC”) is requesting Proposals from qualified Construction Managers for Construction Manager-at-Risk (CM) services during the design and construction of Phase 2A of HCMC’s Master Campus Plan as described below. The services requested include preconstruction services, construction budgeting, construction scheduling, and delivery of the project within a Guaranteed Maximum Price (GMP) as specified under the **Scope of Work** in **Section II**.

## 1.2 HCMC Overview

Hennepin Healthcare System, Inc., a public subsidiary corporation of Hennepin County, doing business as Hennepin County Medical Center (“HCMC”), is a comprehensive academic medical center and public hospital with outstanding emergency, specialty and primary care services located in the heart of Minneapolis, Minnesota. The Medical Center campus occupies six city blocks in the downtown area. HCMC operates satellite primary care clinics in Southeast Minneapolis (East Lake), South Minneapolis (Whittier), Richfield, Golden Valley, Brooklyn Center, Brooklyn Park, and St. Anthony Village, North Loop, and the Be Well Clinic, adjacent to the Hennepin County Government Center. HCMC provides Emergency Medical Services for 14 communities.

HCMC is an urban Level I adult and pediatric trauma center with many nationally recognized programs and specialties. HCMC provides a wide variety of medical services to the community including, behavioral health, emergency medicine, internal medicine, primary care, maternal and child health, and surgical services. HCMC will be opening a new Clinic and Specialty Care center “CSC” adjacent to the downtown campus in March 2018.

HCMC’s specialty services of distinction include Burn, Critical Care Medicine, Diabetes, Emergency Medicine, Gastroenterology, Hyperbaric Medicine, Infectious Diseases, Kidney Transplantation, Maternal/Child Health, Nephrology, Neurosciences, Oncology, Orthopedics, Primary Care, Psychiatry, Pulmonary Medicine, Rehabilitation, Respiratory Disorders, Sleep Disorders and Trauma.

HCMC is a statewide medical education resource with hospital-based residency programs and partner programs with the University of Minnesota, as well as teaching programs in multiple specialties and disciplines.

Refer to HCMC Web site ([www.hcmc.org](http://www.hcmc.org)) for additional information.

## II. SCOPE OF WORK

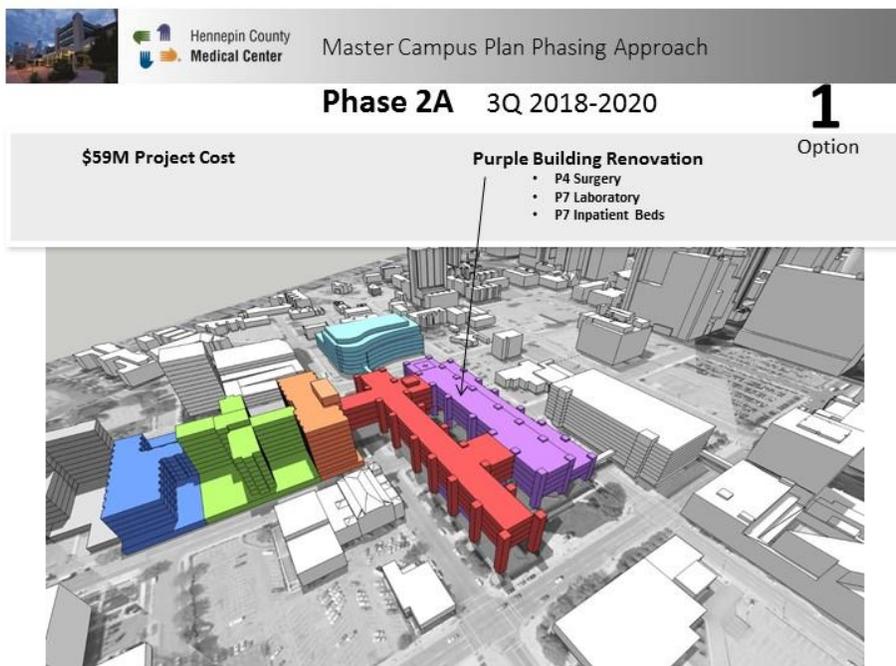
### 2.1 Background

HCMC is requesting proposals to provide Construction Manager at Risk services for the renovation of both Purple 7 and the Purple 4, to relocate HCMC’s laboratory, to expand its surgery area, and to build a new 20 bed post-surgical unit. The services will include pre-construction services, construction budgeting, construction scheduling, and construction of the project within a Guaranteed Maximum Price (GMP).

#### **Project Location**

The project is located at the existing HCMC campus as described below.

Figure 1: HCMC Site aerial





HCMC's Laboratory is currently located on P4, immediately north of surgery. Lab will be relocating to P7, in part to allow Surgery to expand into its former space. Portions of Lab, including surgical pathology and possibly staff lockers, will remain on P4 due to their direct service to Surgery. The remainder of Lab will relocate to P7. This floor is currently partially occupied by clinic and office space that will be relocated once the CSC opens.

The project is currently in the 3P planning and preparation stage, with no schematic design, design development construction documents or specifications available at this time. The Architect/Engineer of Record is BWBR Architects.

The spaces will be made ready, free of all portable furniture, fixtures, and equipment (including office and medical), privacy curtains, telecom and computer equipment, paper work, office and medical supplies prior to construction. Demolition (total gut) of any remaining components will be necessary on P7 to clear the way for the Lab project.

#### Contract Sum

The selected Construction Manager at Risk will perform the Work for a Contract Sum that will include the Cost of the Work and Proposer's fee (as those terms will be defined in a final Contract). The Scope of Work shall include pre-construction activities such as cost estimating and value engineering services in coordination with the Architect/Engineer of Record, and establishing a final Scope of Work and Guaranteed Maximum Price (GMP).

#### Project Schedule

The preliminary project schedule is attached as Figure 3: HCMC Phase 2A Schedule below, and requires subcontractor bidding to begin June 25, 2018, with substantial completion by **February 1, 2019 for P7 laboratory and patient rooms**, and **January 1, 2010 for P4 Surgery**.

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## **2.2 Preconstruction Services**

### **1. Preconstruction Phase Services**

During the preconstruction phase the Construction Manager at Risk (CM) shall work closely with HCMC and the Project Architect to bring best value to the project. The selected Proposer will be required to sign an agreement with HCMC to perform preconstruction services.

### **2. Construction Documents**

The CM will work with the Architect in reviewing and developing the Construction Documents, taking into account quality of materials and equipment, to ensure an efficient design. The CM shall participate in design decisions by providing information, estimates, schemes, and recommendations regarding construction materials, methods, systems, phasing, and costs that will provide the highest quality building within the budget and schedule.

### **3. Identify Potential Risk Factors**

The CM, in consultation with the Architect, will be required to identify Project risks, which are conditions or events that could negatively affect the Project scope, quality, schedule or cost. The CM shall evaluate the risk to include severity of impact, probability of occurrence and other factors as the CM deems appropriate and recommend ways to manage or mitigate each risk. The CM must present the risk analysis in a risk matrix format.

### **4. Scheduling**

The CM shall provide a Project Schedule during the Pre-construction Phase representing all tasks necessary to complete the Project within the Project durations and must include the following in the schedule: tasks by all parties, regulatory and HCMC approvals, sufficient periods of time for document review, significant milestones, training, consultant selection, occupancy milestones, commissioning and an allowance for weather losses. The CM must then develop the construction portion of the Project Schedule in sufficient detail to be used in trade contractor bidding.

### **5. Schedule Review**

The CM shall review the proposed Project Schedule, and notify HCMC of potential schedule risks in the risk matrix. If warranted, the CM shall recommend modifications to the schedule that would expedite the Project Schedule based on normal production rates.

### **6. Constructability Review**

The CM shall check the Construction Documents for completeness, coordination, ambiguities, and ability to bid, and make recommendations to the Architect and HCMC. The CM will be required to perform constructability reviews continuously and issue constructability reports and comments at 100% Design Development, 50% and 95% Construction Documents. At the 100% Construction Document phase and prior to bidding, the CM must submit its constructability documentation to HCMC to demonstrate that all CM comments have been appropriately addressed and incorporated into the Construction Documents.

### **7. Cost Control Management**

As an initial task, the CM, in conjunction with the Architect, will review the Construction Budget and determine if it is sufficient to construct the Project. The CM shall prepare a cost estimate

and evaluate the estimate against the construction budget and recommend, if necessary, the appropriate action to avoid potential cost overruns. The CM, in collaboration with the Architect, will establish target values for the cost of each Project element to be used as a basis of design and cost monitoring. The CM shall monitor the budget as compared to the Project scope through the preconstruction phase. If changes are suggested to the Project scope that may cause Project cost overruns, the CM shall notify HCMC in writing as part of the regular Project development meetings.

## **8. Project Cost Estimates**

- The CM shall provide full and complete estimates at:
- 100% Schematic Design
- 100% Design Development
- 50% and 95% Construction Documents
- Estimates are to be in a format acceptable to HCMC. Authorization to proceed with the next step in the design process is contingent on the acceptance of the cost estimates as compared to the HCMC construction budget.

## **9. Reconcile Cost Estimates**

The CM shall reconcile its cost estimates with preliminary cost estimates prepared by the Architect. If the reconciled estimate is above the Project budget, the CM shall participate in value engineering to lower the Project cost to within the budget.

## **10. Project Savings**

Project savings identified during design as part of the CM's value engineering process are owned by HCMC. It is one of the collaborative responsibilities of the CM to look for ways of reducing Project construction costs. Proposed cost reductions shall not reduce the Project program requirements, reduce quality of materials or craftsmanship, increase life-cycle costs, negatively affect the architectural aesthetics or design intent, or adversely affect the Project completion.

## **11. Design Phase Investigation Work**

It shall be the responsibility of the CM in collaboration with the Architect to access the type, quantity and quality of the available information describing existing site conditions. The CM shall make recommendations to HCMC regarding supplemental site surveys if additional information is needed to make associated Project scope fully biddable. If HCMC deems it necessary to investigate conditions at the Project site or have Project incidental construction Work performed during the design phase of the Project, the CM agrees to provide the required construction services by entering into a limited scope of construction contract during the preconstruction phase with HCMC.

## **12. Guaranteed Maximum Price**

As defined in the Contract General Conditions, the Guaranteed Maximum Price (GMP) is 'the maximum price that HCMC and the CM agree upon as payment for managing, providing and installing all the Work. The GMP is the Not-to-Exceed contract amount.

## **13. Project Design**

The CM shall not be responsible for the technical design of the Project, or correcting design errors, i.e., elements shown and/or designed incorrectly. The Architect will be responsible for the technical interpretation of design issues. These responsibilities will be performed by the

Architect under a separate agreement with HCMC. The CM shall coordinate and cooperate with the Architect to ensure that the drawings are coordinate and constructible.

## **2.3 Construction Phase Services**

### **1. Construction Phase Services**

If HCMC and the CM agree upon a GMP, HCMC and the CM will amend their agreement to include construction for the GMP and to incorporate the terms of a modified AIA A201-2017. The CM shall sign the amendment and return it, along with the required insurance and bonds to HCMC within ten (10) calendar days of written intent to accept GMP. The CM shall furnish construction administration and management services and use its best efforts to construct the Project in an expeditious and economical manner consistent with the best interests of HCMC. The Scope of Work for the CM construction phase services is established by the construction phase contract and includes the services specified in the RFP.

### **2. Execute Trade Contracts**

After reaching agreement with HCMC on a GMP, and the construction contract amendment between the CM and HCMC is fully executed, the CM shall enter into contracts for the construction phase with successful subcontractors in each trade. The CM may be asked to agree to serve as a purchasing agent on behalf of HCMC.

### **3. Conduct Pre-construction Meeting**

HCMC's Project Manager and the CM shall co-conduct a preconstruction meeting with the trade contractors, design personnel and other appropriate HCMC staff. The CM pre-construction services include preparation of meeting agenda, preparation of job procedures for clarifications, change orders, shop drawings, progress payments, field testing and inspection, safety and preparation and distribution of pre-construction meeting notes.

### **4. Update the Project Schedule**

The CM shall update the Project Schedule on a monthly basis. In order to provide a comprehensive schedule, the CM shall coordinate and receive input from HCMC, the Architect and the trade contractors for compliance with the individual requirements of each portion of the Project and the overall Project Schedule. The CM shall review and approve the trade contractors' proposed construction schedule for logic, reasonableness and conformance to the requirements of the Contract Documents. The CM shall conduct daily review of the trade contractors' progress and conformance with monthly updated Construction Schedules.

### **5. Review Monthly Progress Payment Requests**

The CM shall review and approve trade contractors' monthly progress payment requests, and compare the requested payments to actual Work completed in accordance with the pre-approved schedule of values presented by the trade contractors at the beginning of construction. The CM shall combine trade contractors' payment requests into the CM's payment request, prepare a current overall schedule of values, and submit one invoice in duplicate to HCMC for approval and payment that has been pre-approved by the Architect and HCMC's Project Manager.

### **6. Project Cash Flow**

The CM shall provide monthly updated cash flow requirement projections for each month of construction.

### **7. Project Savings**

The CM is encouraged to recommend potential Project savings to HCMC. Recommendations for proposed savings shall be accompanied by a firm quote from the Architect for any

additional services required due to the changes (as applicable). HCMC will evaluate any additional architectural fees as part of its decision regarding the proposed change. Cost proposals for Project savings shall be as proposed by the CM and approved by HCMC. Acceptance of a suggested savings will be determined at the sole discretion of HCMC; HCMC shall not be required to provide any reason for its decision.

#### **8. Liaison Responsibilities**

The CM shall act as liaison between trade contractors, the City Inspector(s), HCMC staff and other regulatory agencies in order to maintain HCMC campus operations during construction, and coordinate the scheduling of Work impacting operations.

#### **9. Coordination of Information Requested**

The CM shall coordinate and address trade contractors' Requests for Information (RFI's) with the Architect, tracking RFI's through the field office. Architect will be responsible for the technical interpretations and clarifications of the contract documents, and will prepare sketches to clarify contract documents where necessary and with the approval of HCMC's Project Manager. The CM shall be responsible for managing the clarification and interpretation process.

#### **10. Report Monthly Construction Progress**

The CM shall prepare a monthly construction progress report, summarizing the progress of construction and key issues currently pending and indicating each trade contractor's progress. The report shall also summarize the current cash flow projects. The CM shall submit the monthly construction progress report to HCMC's Project Manager.

#### **11. Make Presentations**

The CM shall assist HCMC's Project Manager in reporting construction progress to HCMC leadership at regular intervals throughout the Project. The CM shall prepare occasional presentations to other organizations as requested by HCMC's Project Manager regarding construction issues of special importance.

#### **12. Coordinate Trade Contractors**

Throughout construction, the CM shall provide direct supervision, scheduling and problem resolution for trade contractors.

#### **13. Provide Necessary Personnel**

The CM shall provide all necessary on-site construction management, supervisory, and clerical staff for the proper management of construction.

#### **14. As-Built Drawings**

The CM shall monitor that the trade contractors are maintaining as-built drawings and specifications. The CM shall compile the as-built documentation and submit them at the end of the Project to the Architect for review, approval and further processing.

#### **15. Job Site Safety Objectives**

- The CM shall conduct weekly safety meetings to:
  - Implement project safety requirements
  - Review subcontractor safety programs
  - Review subcontractor safety conformance
  - Inform subcontractors of safety procedures
- Maintain safety meeting minutes
- Enforce alcohol and drug programs
- Implement and maintain a clean-up program

## **16. Project Post-Construction Services Including (but not limited to):**

- A. Provide operating and maintenance manuals.
- B. Secure and assemble warranties and guarantees
- C. Provide checkout of equipment.
- D. Instruct operating personnel in equipment operating and maintenance procedures.
- E. Assist in actual start-up of equipment.
- F. Implement close-out procedures and ensure requirements are met.
- G. Subcontractors' and vendors' final payment
- H. Resolution of claims
- I. Final change orders
- J. Lien releases
- K. Final lien waivers
- L. Consent of sureties
- M. Assist Owner and Architect in enforcement of warranties or guarantees.
- N. Conduct walk-through with Owner and Architect eleven months after Substantial Completion.

## **2.4 Mandatory Workforce Requirements**

### **1. Affirmative Action Policy**

HCMC has adopted Hennepin County's goal of hiring 32% minority employees and 6% women employees for construction projects. Goals are expressed in percentages of the total hours of employment of women and minorities used on the project. If the goal is not met, the selected Proposer must demonstrate that it has made good faith efforts to do so.

### **2. Small Business Enterprise (SBE) Program**

HCMC is committed to providing equal opportunity in contracting and increased participation of SBE firms in contracting and subcontracting. An SBE goal of 25% is hereby established for this project, based on the project's Scope of Work. It is HCMC's policy that Small Businesses have the maximum opportunity to participate in the performance of HCMC contracts and subcontracts. Proposers shall make a "good faith effort" to take all necessary and reasonable steps to ensure that SBEs have the maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out this "good faith effort" shall constitute a breach of contract and, after notification of such breach by HCMC, may result in termination of the contract.

### **3. Workforce Entry Program (WEP)**

The WEP requires that the successful Proposer hire graduates of Hennepin County approved job training programs or that it demonstrates that it has made good faith efforts to do so.

To qualify as a WEP apprentice, the employee must not have been employed as a journeyman.

For a list of approved job training programs please contact:

Felicia Clomon, Manager of Diversity & Inclusion – Construction Contracts

Purchasing and Contract Services, Hennepin County  
Felicia.clomon@hennepin.us  
Phone: 612-348-4267

#### **4. Prevailing Wage**

The selected Proposer and all contractors and subcontractors engaged in Work under this Agreement shall pay not less than the prevailing wage rates for those classifications established by the Minnesota Department of Labor and Industry (DOLI). The term “prevailing wage rate” shall mean the hourly rate paid to the employee plus the contribution for economic benefits paid to the largest number of workers engaged in the same class of labor within Hennepin County or other locality from which labor is normally secured for the type of services to be performed under these Special Terms and Conditions. The published prevailing wage list may be obtained by contacting DOLI at 651-296-6452 or by visiting their web site at: [http://workplace.doli.state.mn.us/prevwage/commercial\\_data.php?county=27](http://workplace.doli.state.mn.us/prevwage/commercial_data.php?county=27)

#### **5. Non Discrimination**

In accordance with HCMC’s policies against discrimination, Proposer must agree that it shall not exclude any person from full employment rights nor prohibit participation in or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. Moreover, no person who is protected by applicable Federal or State laws against discrimination shall be subjected to discrimination.

#### **6. Major Subcontractors Specified**

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. Work conducted outside of the scope of the contracted agreement must be discussed and approved by HCMC in writing prior to commencing.

#### **7. Self-Performing Work**

The Proposer will be required to obtain at least two sealed and competitive bids or proposals for all portions of the Work that the Proposer desires to self-perform, and shall deliver those sealed and competitive bids or proposals, along with the Proposer’s sealed self-performed Work bid or proposal to the primary contact person as shown in Section III, 3.1. HCMC shall then determine, with the advice of the Proposer, which of such bids or proposals will be accepted for the Project.

At its sole discretion, HCMC may allow the selected Proposer, as the Contractor, to self-perform Work without obtaining competitive subcontract bids, if all the following criteria are met:

1. The Contractor specifically identifies the Work the Contractor proposes to perform with its own forces in its Proposal.
2. The Contractor discloses its hourly wage rates in its bid for the Work it wishes to self-perform.
3. The Contractor includes the cost of the Work it proposes to perform with its own forces as a separate line item in the GMP.
4. The Contractor competitively bids materials and supplies.

### III. ADMINISTRATIVE PROCESS

#### 3.1 Contact Between Proposer and HCMC

**Contact: All contact with HCMC must be SOLELY with Supply Chain Management. Proposers who contact HCMC employees outside of Supply Chain Management regarding the MCP PHASE 2A project may be disqualified.**

**Questions: Unless notified otherwise by Supply Chain Management, inquiries concerning any aspect of this RFP and contract award should be submitted via email to:**

Contact Person:

David Flowers, Construction Procurement & Capital Purchasing Manager

*Delivery Address:*

HCMC - Supply Chain Management  
900 S. 8<sup>th</sup> Street, BL.240  
Minneapolis, MN 55415

*Mailing Address:*

HCMC - Supply Chain Management  
701 Park Avenue  
Minneapolis, MN 55415

Email: David.Flowers@hcmcd.org

**Telephone calls will not be accepted. HCMC may deploy its online procurement platform, [mSource](#), to communicate documents and information pertaining to this RFP. Proposers will receive sufficient notice should this occur.**

#### Vendor List

All proposers wishing to respond to this RFP must email the Supply Chain Management representative immediately and:

- Request to be added to the vendor list
- List one (1) representative to serve as HCMC's primary contact for this RFP
- Provide the email address and phone number for the primary contact

Inclusion of the vendor list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the proposal submittal date. IT IS THE PROPOSER'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP by providing the Supply Chain Management representative with the correct primary contact person and his/her email address and phone number.

**Interpretation of Documents: If any Proposer contemplating submission of a proposal is in doubt as to the true meaning of any part of the RFP or other proposed Contract Documents, the Proposer may submit to HCMC, at the email address noted above, a written request for an interpretation thereof.**

Replies to inquiries will be published in the form of addenda to the RFP. Proposers shall rely only on the RFP and addenda in preparing and submitting a Proposal.

The closing date for receipt of written questions will be on **January 17, 2018, 2:00 p.m. (CDT)**.

### **RFP Timeline**

<b>Issuance of Request for Proposal</b>	<b>December 19, 2017</b>
<b>Deadline for Letter of Intent to Respond</b>	<b>December 22, 2017, CDT</b>
<b>Pre-Proposal Meeting</b>	<b>January 13, 2018, CDT</b>
<b>Deadline for Proposer to submit Written Questions</b>	<b>January 17, 2018, 2:00 pm CDT</b>
<b>Closing Date for Extension of Time Requests</b>	<b>January 17, 2018, 2:00 pm CDT</b>
<b>Responses to Written Questions Emailed to Proposers</b>	<b>January 22, 2018</b>
<b>Proposal Due date</b>	<b>January 31, 2018, 2:00 pm CDT</b>
<b>Notification of Finalists</b>	<b>February 9, 2018</b>
<b>Interview of Finalists notified</b>	<b>February 19<sup>th</sup> -23<sup>th</sup>, 2018 or as notified</b>
<b>Notification of Contract Award</b>	<b>February 28, 2018</b>

### **3.2 Explanation of Events**

The following paragraphs describe the activities listed in the sequence of events shown in **RFP Timeline**.

#### **1. Issuance of Request for Proposal.**

This RFP will be made available at <http://hcmc.org/services/contractopps/index.htm>.

#### **2. Pre-Proposal Meeting,**

A Pre-Proposal Meeting is scheduled for **January 13, 2018**. The meeting/gathering point will be held at HCMC in conference room RL110. Directions are provided below.

##### *Directions to the Pre-Proposal Meeting*

- 1. Enter HCMC's Red Building entrance (730 S 8<sup>th</sup> Street, Minneapolis, MN 55415).*

2. Take the elevator down to lower level (L), and look for signage pointing towards conference room RL.110.

The Pre-Proposal Meeting is for informational purposes only. Any verbal statement regarding the RFP prior to the award will be considered non-binding. The only formal interpretation of the RFP will be made by RFP addendum. A copy of such addendum will be emailed to Proposers directly and/or posted online. You will be advised.

### **3. Deadline for Letter of Intent to Respond**

Proposers should email the signed Letter of Intent to the Supply Chain Management representative by the deadline specified in **RFP Timeline**.

### **4. Deadline for Proposer to Submit Written Questions**

The deadline to submit questions regarding this RFP is **January 17, 2018, 2:00 pm CDT**. All written questions must be submitted via email to HCMC's Supply Chain Management representative.

### **5. Response to Written Questions/RFP Addenda Emailed to Proposers**

HCMC will email Proposers a response to written questions and any RFP addenda by **5:00 pm CDT on January 22, 2018**. Proposers will receive the answers to all written questions regardless of whether or not they submitted a question. Proposers will be given an opportunity to submit follow-up questions relating to HCMC's responses to written questions. Proposers must email the Supply Chain Management representative any additional written requests for clarification of distributed answers and/or addenda no later than two (2) days after the answers and/or addenda were issued. If any follow-up questions are asked, the Supply Chain Management representative will email all Proposers HCMC's response within three (3) business days of receiving the follow-up questions.

### **6. Closing Date for Extension of Time Requests**

HCMC reserves the right to extend the proposal due date. If a Proposer needs an extension of time to prepare the proposal, a written request should be emailed to the Supply Chain Management representative no later than **January 17, 2018, 2:00 pm CDT**. The granting of an extension will be based on the number of such requests, and the reason(s) for each request. HCMC reserves the right to extend the submission deadline only at the discretion of HCMC and not at the mere request of Proposer(s). In the event of an extension, Proposer(s) on the vendor list will be notified immediately via email from the Supply Chain Management representative.

### **7. Submission of Proposal**

The Supply Chain Management representative or designee must receive all proposals for review and evaluation no later than **January 31, 2018, 2:00 pm CDT**. For additional information on proposal submission guidelines please see **Section IV. Proposal Format and Organization**.

### **8. Evaluation Of Proposals**

An evaluation committee ("Committee") appointed by HCMC management will evaluate the proposals. A Supply Chain Management representative may initiate discussions with Proposers

to clarify aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by Proposers.

## 9. Selection of Finalists

The Committee will evaluate and score proposals using the evaluation criteria identified in **Section V. Evaluation**. Based on the scoring, the Committee may develop a short-list of Proposers who will be invited to interview with the Committee. Only finalists will be invited to participate in the subsequent steps of the procurement process.

## 10. Interviews of Finalists

Short-listed finalists will be invited to present their proposals to the Committee. The purpose of the interview is to ensure the Committee's understanding of the proposal, the Proposer's qualifications and to evaluate the Proposer's team. When conducted, interview scores will stand-alone and will be used to finalize the short list of proposals. The Supply Chain Management representative will schedule the time for each short-listed Proposer's presentation. All presentations will be held at HCMC.

## 11. Contract Award

Please note that the **award will not necessarily be made to the Proposer submitting the lowest-priced Proposal**. If an award is made as a result of this RFP, that award will be made to the Proposer submitting the proposal that best satisfies HCMC's requirements and provides the best overall value to HCMC over the life of the project, as determined by HCMC in its sole discretion. The Committee does not have authority to award a contract. The decision to award a contract rests with Hennepin Healthcare System, Inc.'s board of directors.

# 3.4 Rules Governing Competition

## 1. Instructions for Preparing and Submitting Proposals

- i. Proposal Status: The issuance of this RFP constitutes only an invitation to submit proposals to HCMC. **It is to be distinguished from a bidding situation and is not to be construed as an official and customary request for bids**, but as a means by which HCMC can facilitate the acquisition of information related to the purchase of services. Any proposal submitted, as provided herein, constitutes a desire to negotiate and recognition that the proposal is not a bid and is not being submitted as part of a bid process.
- ii. Economy of Preparation: Proposals should be prepared as simply and economically as possible while providing straightforward and concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. Technical literature about the Proposer's experience and qualifications shall be included. However, the emphasis should be on completeness and clarity of content. In order to expedite the evaluations, it is essential that specifications and instructions contained in this document be followed as closely as possible.
- iii. Proper Signature: Each proposal shall be signed by a principle of the Proposer firm, or another person, who is fully authorized to act on behalf of the Proposer.

- iv. Modification or Withdrawal of Proposal: A proposal may not be modified, withdrawn, or canceled by the Proposer for a period from the time and date designated for receipt of Proposals until the award or cancellation of the RFP, and each Proposer so agrees in submitting a Proposal. Any such modification, withdrawal or cancellation shall be submitted in writing to HCMC at the address specified in this Request for Proposal.
- v. Withdrawn or Canceled Proposals: Withdrawn or canceled Proposals may be resubmitted up to the time designated for the receipt of Proposals, provided that the resubmitted proposal is in conformance with this RFP.
- vi. Addenda: HCMC reserves the right to add, change or delete any provision or statement in the RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of the RFP, addenda to the RFP will be provided to all Proposers' who received a copy of the RFP. It is the responsibility of each prospective Proposer to assure receipt of all addenda.
- vii. Extension of Time: HCMC reserves the right to extend the submission deadline only at the discretion of HCMC and not at the mere request of the Proposer(s). In the event of an extension, prospective Proposer(s) will be notified immediately and appropriate addenda will be issued.
- viii. Right to withdraw RFP. HCMC reserves the right to withdraw, cancel, and/or amend, in part or entirely, this RFP for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise.

## **2. Proposal Conditions**

- i. Public Record: Under Minnesota law, data submitted by a business to a government entity in response to a request for proposal are private and nonpublic until the responses are opened. Once the responses are opened, the name of the Proposer becomes public. All other data in a Proposer's response to a request for proposal are private or nonpublic until completion of the evaluation process. Completion of the evaluation process means that the government entity has completed negotiating the contract with the selected Proposer. After a government entity has completed the evaluation process, all remaining data submitted by all Proposers are public with the exception of trade secret data as defined and classified in Minn. Stat. Section 13.37. A mere statement by a Proposer that submitted data are copyrighted or otherwise protected does not qualify such data as trade secret data.
- ii. Product and Service Method Variations: It is recognized that each Proposer may have unique or typical methods of service delivery. It is not the intention of the RFP to disqualify a Proposer due to variations in service delivery that do not affect quality and performance. Any proposal offering professional services of quality and performance equivalent to or better than requested, which provides the necessary service, will receive full consideration for award.
- iii. Award: HCMC reserves the right not to award a contract to any Proposer. If HCMC decides to award a contract(s), HCMC will award a contract(s) to the qualified Proposer(s) whose proposal HCMC determines best meets the needs of HCMC. HCMC reserves the right to award a contract(s) other than to the lowest priced proposal. HCMC reserves the right to award a contract(s) to a non-Proposer(s).

- iv. Ownership of Materials Submitted: All material submitted becomes the property of HCMC and will not be returned.
- v. Proposers' Costs: HCMC shall not be responsible for any costs incurred by Proposers in connection with this RFP. Proposers shall bear all costs associated with proposal preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.
- vi. Subcontracts: If the proposal represents offerings to be provided by different firms or other organizations, the contract will be solely with the Proposer (Contractor), who will be required to assume responsibility for the total project. Any proposed subcontractors will be subject to HCMC's approval.
- vii. Performance Standards: If awarded the contract, the Proposer warrants and agrees to use its best efforts to perform all services in accordance with generally accepted professional standards. The prospective Contractor further warrants and agrees that it shall employ whatever resources are necessary to meet the requirements specified in such contract.
- viii. Licenses and Permits: The Contractor shall be required to obtain any necessary licenses and permits and shall comply with all Federal, State and local laws, codes and ordinances without cost to HCMC.
- ix. Insurance: The Contractor or anyone providing services herein shall be required to comply with insurance provisions contained in the contract.

### **3. Contract Award and Contract**

- i. Award Discretion: While HCMC may ultimately decide to enter into a contract with that person, organization or firm with which HCMC can make the most satisfactory arrangement for meeting its needs, HCMC is not obligated to award any contract or respond to proposals submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal.
- ii. Submission of Contract Documents: Within thirty (30) calendar days after receipt of contract award and receipt of the contract forms, the successful Proposer(s) shall execute the completed contract and return a copy to HCMC. Such contract shall be prepared by HCMC and the contract terms shall consist of the General Conditions of the Contract for Construction (Modified AIA A201-2017), which will be made available on its public website when completed, a negotiated A133-2009, this RFP (and any and all addenda thereto and all material attached to and made a part of the RFP), the terms of the Proposal as such terms are finally accepted by HCMC, as well as all other provisions which HCMC agrees may be included in the contract.
- iii. Changes: HCMC shall have the right at all times to require changes in, additions to, or deletions from the Work contemplated by the contract documents, and the same shall in no way make void the contract. Changes and additions resulting in increased costs shall be made only pursuant to a written change order issued by HCMC and

bearing the acceptance endorsement of the Contractor. Deletions from the Scope of Work required may be made at the sole discretion of HCMC.

- iv. Failure to Execute Contract: HCMC reserves the right to award to another Proposer(s) if the successful Proposer fails to execute and return the contract within thirty (30) calendar days after receipt of said award notification. The re-award to another Proposer shall be in addition to any other right or remedy available to HCMC under this RFP, contract law, statute and/or in equity.
- v. General Provisions: The General Provisions, which include the General Insurance Provisions for Contractor contracts, are available upon request. If a Proposer has a concern or objection to any of these provisions, it must so indicate in its proposal. HCMC reserves the right to require compliance with these provisions and to negotiate final terms, conditions, and requirements with the successful Proposer, at HCMC's discretion.
- vi. Non-Waiver of Defaults: Any failure by HCMC to enforce or require the strict keeping and performance of any of the terms and conditions of the contract shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of HCMC to avail itself of such remedies as may be available for any breach of the contract terms and conditions.

#### 4. RFP Process

The issuance of this Request for Proposal (RFP) constitutes only an invitation to submit proposals to HCMC. It is not to be construed as an official and customary request for bids, but as a means by which HCMC can facilitate the acquisition of information related to the purchase of services. Any proposal submitted as provided herein constitutes a proposal to negotiate and **NOT A BID**.

HCMC reserves the right to determine, in their sole and absolute discretion, whether any aspect of the proposal satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Proposer(s), the right to negotiate with any Proposer(s) whether or not they submitted a proposal, the right to reject any or all proposals with or without cause, and the right to cancel and/or amend, in part or entirety, the RFP.

The RFP does not commit HCMC either to award a contract or to pay for any costs incurred in the preparation of a proposal. Submission of a proposal as provided herein shall neither obligate nor entitle a prospective Proposer to enter into an Agreement with HCMC.

It is understood that any proposal received and evaluated by HCMC can be used as a basis for direct negotiation of the cost and terms of a contract between HCMC and the particular firm submitting such a proposal. HCMC reserves the right to negotiate pertinent contract terms concurrently with any number of firms as it deems in its best interest, whether or not such firm has submitted a proposal. In submitting this proposal, it is understood by the Proposer that HCMC reserves the right to accept any proposal, to reject any and all proposals and to waive any irregularities or informalities that HCMC deems is in its best interest.

In the event this RFP is withdrawn by HCMC for any reason, including but not limited to, the failure of any of those things or events set forth herein to occur, HCMC shall have no

liability to Proposer for any costs or expenses incurred in connection with this RFP or otherwise. Accordingly, each proposal should be submitted in the most favorable terms of costs and programmatic considerations and in a complete and understandable form. HCMC reserves the right to request additional data, oral discussion, or a presentation in support of the written proposal. HCMC is not obligated to respond to any proposal submitted nor is it legally bound in any manner whatsoever by the submission of a proposal. It is the intention of HCMC to enter into a contract with the firm(s) with which HCMC can make the most satisfactory arrangements for its needs.

HCMC has broad rights with respect to the procurement and contracting processes as detailed in this proposal. HCMC may decide to contract with more than one entity to develop the services contemplated herein.

### **3.5 General Provisions**

#### **1. Confidentiality**

Information supplied by the Proposer to HCMC is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Sections 13.01 et seq., and other applicable State and Federal laws, rules and regulations. Such information shall become public unless it falls within one of the exceptions in the Act, such as security information, trade secret information, or labor relations' information pursuant to Minnesota Statute Section 13.37. If the Proposer believes any non-public information will be supplied in response to the RFP, the Proposer should specify that data by completing the **Contractor 'Trade Secret' and/or 'Competitive' Data Exclusion Request form (Attachment B)**. Additionally, the Proposer agrees as a condition of submitting a proposal that HCMC will not be held liable or accountable for any loss or damage, which may result from a breach of confidentiality as may be related to the responses submitted.

2. **General Conditions of the Contract** for Construction will be made available when finalized.

## **IV. Proposal Format and Organization**

### **4.1 Instructions for Proposal Submission**

Each Proposer must submit their proposals in two (2) formats: paper and electronic. There must be ten (10) bound originals of the written proposal as well as one (1) copy on CD-ROM or flash drive. HCMC must receive proposals no later than **January 31, 2018, 2:00 pm CDT** at the following address:

David Flowers, Construction Procurement & Capital Purchasing Manager

*Delivery Address:*

HCMC - Supply Chain Management  
900 S. 8<sup>th</sup> Street, BL.240  
Minneapolis, MN 55415

*Mailing Address:*

HCMC - Supply Chain Management  
701 Park Avenue

HCMC will not accept proposals submitted by facsimile or email. HCMC is not responsible for delays or losses caused by the U. S. Postal Service or any other carrier or delivery service. HCMC will not be responsible for the premature opening of, or the failure to open a proposal not properly addressed or identified. HCMC reserves the right to accept proposals after the date specified above.

**Paper Format – Eight (8) bound paper copies** – The written proposals response must include all sections and be prepared and submitted on standard 8.5” x 11” paper. Fold-outs containing charts, spreadsheets, and oversize exhibits are permissible. Figures, charts, spreadsheets and tables must be numbered and referenced by section number and question number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within the proposal with each page showing a page number. Acceptable formats include Microsoft Word, Adobe pdf files, and Microsoft Excel.

**Electronic Format – One (1) on a flash drive** – The electronic Proposal response should be prepared and submitted on a flash drive. PDF copies may be emailed or provided via a drop box as a convenience but will not substitute for receipt of required paper and flash drive copies unless approved prior to delivery.

## **4.2 Instructions for Proposal Layout**

HCMC requests that your responses be separated into five (5) main sections and placed in the following order. The five sections are:

1. Transmittal Letter and Executive Summary
2. Proposal Body
3. Pricing Proposal and Financial Information
4. Contract Terms and Conditions (If the HCMC Modified A201-2017 is not made available in sufficient time to allow for a response to this requirement, please acknowledge that the (to be negotiated) HCMC Modified A201-2017 will be the basis for the contract terms and conditions.
5. Forms

Proposers may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

Proposals should be typewritten in a binder in the order specified above. **Within the Proposal Body section, each of the five subcategories should be delineated with a tab containing its name** (i.e. Healthcare Construction Experience) or an abbreviated version of the name. All pages should contain a number on the bottom of the page and numbering should continue throughout the five sections.

All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

## **4.3 Content of Proposal**

This section addresses the specific content that should be incorporated within each of the five sections of your proposal response.

Within each subsection of the proposal, Proposers should address the items in the order in which they appear in this RFP. Proposers should respond in the form of a thorough narrative.

Unless a section is labeled as optional, it must be completed.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

### Section 1: Transmittal Letter and Executive Summary

The proposal must be organized and indexed in the following format and must contain, as minimum, all listed items in the sequence indicated.

#### **1. Letter of Transmittal**

A letter of transmittal **must** accompany each proposal. The letter of transmittal **MUST**:

- a) Identify the proposing company.
- b) Name of Proposer representative (each Proposer must appoint an individual to represent the Proposer for all facets of this project).
- c) Identify the title, telephone number and email address of the Proposer representative.
- d) Statement of intent to propose.
- e) Signature of authorized officer of the company (person authorized by the organization to contractually obligate the organization).
- f) Authorized officer's name, title, telephone number and email address.
- g) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization.
- h) Acknowledge receipt of any and all amendments to this RFP.
- i) Legal status of the Proposer and sub-Proposers (sole proprietorship, partnership, corporation, etc.) and the year each entity was organized to do business as the entity now substantially exists.
- j) Description of Proposer's and sub-Proposers' company history and composition (number of permanent employees, number of independent contractors, etc.).
- k) Listing of all major sub-Proposers.
- l) Location of the office from which the Proposer and sub-Proposers would operate.

#### **2. Table of Contents**

#### **3. Executive Summary (optional)**

### Section 2: Proposal Body

#### **1. Healthcare Construction Experience**

- a) Proposer must submit a statement of relevant healthcare construction experience, with at least one project with a construction value of \$5,000,000. The documentation

must thoroughly describe how the Proposer has worked on similar projects with demonstrated experience related to the services described in the RFP's **Scope of Work**.

- b) Proposer must list all pertinent projects performed by your organization/subcontractors within the past five years. Identify a maximum of three completed projects, of any type, for which your firm has received an award for construction excellence from a recognized construction industry organization, identify the industry organization and provide a description of each award received.

For each healthcare project, include:

- Client information (name, address, type/use of the building, client contact person and phone number/e-mail);
  - Architect information (name, address, contact person and phone number/e-mail);
  - Project name;
  - Project area in square feet;
  - Project start Date and End Date, number of months from ground breaking to completion;
  - Proposed key personnel for this RFP that worked on the project (including roles/responsibilities);
  - Urban construction project experience
  - LEAN project experience
  - LEED project experience
  - BIM (Building Information Modeling)/clash detection experience
  - GPO (Group Purchasing Organization) experience
  - Project cost and;
  - The manner in which your firm was selected (delivery method), e.g. bid, competitive sealed Proposal, Construction Manager-Agent, Construction Manager at Risk, other.
- c) Proposer must provide a complete list of all projects currently in progress, including those in design or under construction and for each project include:
- The project delivery method;
  - Building type;
  - Project construction budget;
  - Percent complete;
  - The Owner contact name and phone number; and
  - The Architect contact name and phone number
- (d) State whether or not your firm, under its current name or any prior names, has failed to complete any project within the contract time allowed, or failed to complete any contracted Work; and if your firm has failed to complete a project or contracted work. List the project(s) and provide details including the contact name and phone number for both the Owner and the Architect of the project(s)
- (e) State whether or not your firm, under its current name or any prior names, has been a party in any lawsuits with an Owner in conjunction with a construction contract; list the project(s) and provide details including the contact name and phone number and e-mail address for both the Owner and the Architect of the project(s)

## **2. Proposed Staff Experience**

- a) Proposers must submit professional resumes (no more than 2 pages each) of each key staff member who will be performing services under the contract.

*Please note that at least one on-site member of the proposing construction management team MUST have an ASHE (American Society of Healthcare Engineering) certification. The certification shall be Healthcare Construction (HCC) or Certified Healthcare Constructor (CHC).*

- b) Given the scope and schedule of the Project, identify key personnel who will work on the Project, including at a minimum the Project Manager, Preconstruction Services Manager, General Superintendent, Estimator/Scheduler, Construction Quality Manager; and provide a resume and three references for each individual.
- c) Describe in detail the proposed Project assignments and lines of authority and communication for each team member you anticipate to be directly involved in the Project; and indicate the percent of time each of these team members will be involved in the Project during the Pre-Construction and Construction phases of the Project.
- d) Proposers must state whether or not the firm will utilize any outside consultants and/or subcontractors. Include a brief description of each individual's role and expertise, education, knowledge, certifications or other professional credentials.

### **3. Ability to Manage Construction Safety Risks**

- a) Briefly describe the firm's approach for anticipating, recognizing and controlling safety risks; and describe the safety resources that the firm provides for each project Safety Program. Include the level of importance for enforcement and support of project safety that the Firm includes in performance evaluations for Superintendents and Project Managers.
- b) Describe the Safety and Insurance/Claims History information and weighting that the firm includes in the submission and award process for "best value" Subcontracts.

### **4. Ability to Establish Budget and Control Costs**

- a) Describe the firm's concept and reasoning for the disposition of savings realized during construction.
- b) Describe the firm's fiduciary responsibility as a Construction Manager at Risk using GMP contracts for publicly funded projects.
- c) List three specific examples of ideas that your firm provided during the design phase of a project as a Construction Manager @ Risk on healthcare projects; and describe the impact these ideas had on the project cost, quality or schedule.
- d) Describe the firm's cost estimating methods during the pre-construction phase and during the design and construction phases. How do you develop cost estimates and how often are they updated? For any combination of the three (3) projects listed previously, provided examples of how these techniques were used and what degree of accuracy was achieved.
- e) Describe the point in the design process at which you would be prepared to commit to a Guaranteed Maximum Price (GMP).
- f) Value Engineering: Describe the process by which your company performs value engineering to achieve an appropriate balance between costs, function, aesthetics and

need. Describe when value engineering occurs in the design and construction process.

- g) Describe the cost control methods during construction and how the Proposer; procure subcontracts, confirm scope, amount and ensure proper payment. From any of the three (3) projects previously listed, provided examples of how these techniques were used and the degree of accuracy achieved.
- h) Describe the firm's methodology for working with the Project Architect/Engineer and their consultants to deliver a GMP and to maintain the GMP throughout the design and construction process.
- i) Describe the firm's process for ensuring that the Design Documents provide the information necessary to arrive at a complete GMP including all Owner requirements with reasonable contingencies.
- j) Describe the firm's process for subsequently ensuring that the 100% Construction Documents align with the project scope in a GMP proposal document.
- k) Describe your approach to claim reduction and claim resolution plan with subcontractors, vendors and suppliers.

## **5. Preconstruction Services**

- a) Explain why your firm is uniquely qualified to perform Construction Management at Risk services for this Project.
- b) List three specific examples where your firm, as a Construction Manager at Risk, has demonstrated innovation, leadership, and/or technical expertise to add value to major healthcare or other related projects.
- c) Describe your plan review process during the project design phase.
- d) Describe your firm's subcontracting process and the method(s) used to ensure subcontractors understand the Work.
- e) As the Construction Manager at Risk, you are required to describe your familiarity and relationship with the local subcontracting community.
- f) Describe the methodology for advertising, evaluating and selecting trade contractors for healthcare institutions as a Construction Manager at Risk.
- g) Describe the firm's quality assurance program. Explain the methods used to ensure quality control during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used from any of the three (3) projects previously listed.
- h) Based on your understanding of the scope of this project and a construction start date of **August 6, 2018**, propose the general timeline or schedule you would recommend for completion of construction.

## **6. Project Approach and Work Schedule**

- a) Describe your anticipated approach to this Project, including specifically project supervision, management, scheduling and accounting methods you intend to utilize. The following items are mandatory when documenting your anticipated approach:
  - The level of involvement of the key members of your team.
  - How your team proposes to work with the A/E team and the HCMC team.
  - Describe how you qualify and select the most qualified subcontractors, vendors and suppliers for the Project.
- b) Describe your approach to construction in an urban setting.
- c) Describe any issues, difficulties, risks or other challenges that your team foresees in providing pre-construction and construction services for the Project. How do you expect to manage those issues, difficulties, risks or other challenges, and what assistance will be required from HCMC for achieving success for the Project. Specifically, address site security, safety, traffic management or other issues related to minimizing disruption to the adjacent areas of the campus while performing the Work.
- d) Describe any value added services or other benefits or advantages that will be afforded HCMC in selecting you, the Proposer, for the project.
- e) Request for Information (RFI) and Shop Drawings: Describe your company's approach to handling RFI's and Shop Drawings to ensure the timeliness of RFI's and Shop Drawing's and the accuracy of Shop Drawings.
- f) Describe the point in the design process at which you would be prepared to commit to a Guaranteed Maximum Price (GMP).

## **7. Project Schedule**

- a) Proposers must attach a DRAFT Critical Path Method (CPM) Schedule for the Project and include a written and detailed description of your scheduling logic. The DRAFT CPM schedule should identify tasks to be performed and/or deliverables to be provided and time frames to complete performance of the identified tasks and the expected time frame in which the Project will be completed. The DRAFT CPM schedule should describe any and all scheduling assumptions made in developing the schedule. For readability purposes, the DRAFT CPM schedule may be submitted in an 11" x 17" format.
- b) State what events or issues, if any, could impede your ability to achieve the substantial completion date (or any other critical dates) stated in Section 2, 2.1.
- c) Identify specific strategies to avoid and/or mitigate project construction delays. Provide an estimate of the earliest start date following execution of the Contract and indicate what could delay the start of the project.

## **8. Corporate References**

Proposals must include three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

- Name of individual or company services were provided for
- Mailing Address of individual or company
- Name of contact person
- Telephone number of contact person
- Type of services provided and dates services were provided
- Current e-mail address of the contact person

*Note that Proposers may be asked to provide assistance with the coordination of reference call checks upon request.*

### Section 3: Pricing Proposal and Financial Information

#### **1. Pricing Proposal – Please complete the Pricing Proposal Form (Attachment C)**

NOTE: HCMC’s payment for services hereunder will be made dependent on successful completion of specific deliverables to be completed within a mutually agreed-upon time frame, set forth in writing. Unless otherwise specified, payment will be made within sixty (60) calendar days after the date of HCMC’s receipt of a correct, detailed invoice for delivery projects successfully completed by calendar month.

HCMC reserves the right to make an award without further discussion of the Pricing Proposal submitted. Therefore, the Pricing Proposal should be submitted on the most favorable terms the Proposer can offer. However, this does not limit HCMC from negotiating with the selected Proposer.

Configuration Adjustment: HCMC reserves the right to select and exclude any products or services by the Proposer. As part of the evaluation process, HCMC may find it necessary to add or delete products or services from the Proposer’s proposal to make equivalent comparisons. The Proposer will be consulted on any such adjustments whenever it is determined that the configuration adjustment may adversely have an impact on the products or services performance.

Pricing will remain firm for the duration of the contract. HCMC will take steps to ensure that prices remain competitive during the term a contract is awarded. HCMC may require renegotiation of prices during the contract term, if it determines that pricing has become noncompetitive.

#### **2. Financial Statement**

Please include one copy of the Proposer's Financial Statement including the latest Balance Sheet and Income Statement showing assets, liabilities and retained earnings.

#### **3. Letter of Authorization**

Proposer must provide a letter from an authorized person who can contractually obligate the organization validating the Financial Statement

#### **4. Bonding Company**

Provide the name, address and contact phone number for your bonding company and Agent and provide a letter from your Surety or Agent stating that your firm is bondable for this project based on the budget and the timeframe stated herein.

### Section 4: Contract Terms and Conditions

This section of your RFP response shall include your acceptance or exceptions to the terms and conditions in **General Conditions of the Contract for Construction**. A copy of these Conditions shall be made available during the course of the RFP. The **General Conditions of the Contract for Construction** will be the basis of any contract between HCMC and the Proposer.

The RFP and all of its specifications in addition to the Proposer's responses to - **General Conditions of the Contract for Construction** will automatically be incorporated into any contract resulting from this solicitation. All representations made in the proposal will be binding upon the Proposer. HCMC reserves the right to negotiate the terms and conditions and any other specification or response it deems necessary.

**Each Proposer responding to this RFP must include a statement that they understand and accept the contractual terms and conditions in the General Conditions of the Contract for Construction. Any exceptions to these clauses must be submitted with the Proposer's proposal.** Proposers must redline HCMC's Standard Terms and Conditions Agreement specifically citing each clause with which they have an issue and suggest alternate language, which is acceptable to them. HCMC will determine whether the alternate language is acceptable.

HCMC requests each Proposer use the Tracking Function in Microsoft Word for making any comments on –the **General Conditions of the Contract for Construction**. HCMC Standard Terms and Conditions Agreement. Additionally, HCMC requests each Proposer use the comments Feature whenever an explanation of a proposed change would be helpful or appropriate.

The Proposer should raise all issues with the General Conditions of the Contract for Construction in Section 4. Objections raised after the Proposer's submission of the proposal will not be considered.

### Section 5: Forms

Please place the completed and signed forms in the following order.

- 1. Background Questionnaire**
- 2. Trade Secret and Competitive Data Exclusion Request**

This form identifies information within your proposal that you believe is Trade Secret or Confidential.

## **V. EVALUATION**

### **5.1 Evaluation Criteria**

The following is a summary of factors that will be used in the selection process. These, along with the general requirements, will be used in the evaluation of proposals.

- Healthcare Construction Experience
- Proposed Staff Experience
- Ability to Manage Construction Safety Risks
- Ability to Establish Budget and Control Cost
- Pre-construction Services
- Pricing
- Project Approach and Schedule

### **5.2 Evaluation Process**

The evaluation process will follow the steps listed below:

1. All submitted proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive may be eliminated from further consideration.
2. The Supply Chain Management representative may contact the Proposer for clarification of the Proposal.
3. The Evaluation Committee may use other sources of information to perform the evaluation.

Proposals will be evaluated on the factors laid out in **Evaluation Criteria** (*above*). The responsive and responsible Proposers with the highest scores will be selected as finalists based upon the proposals submitted. Finalists may be placed on a “short list” and invited to present their proposals to the Evaluation Committee. Points awarded from the interviews will be evaluated and scored separately. The responsible Proposer whose proposal is most advantageous to HCMC, taking into consideration the evaluation factors in **Section 5.1**, will be recommended for contract award. Please note, however, that a serious deficiency in the proposal to any one factor may be grounds for rejection regardless of overall score.

### **5.3 Vendor Presentation of Proposals to Selection Committee**

Following the submission due date, firm teams may be notified and scheduled for an interview. Selected Firm teams will present its proposal to the Selection Committee in a confidential session. A maximum of one (1) hour will be allowed for each presentation, followed by up to one (1) hour for questions and discussion. Material presented shall be limited to that submitted by the Firm team as part of its proposal. The medium of presentation is at the discretion of the Firm team. During the presentation to the Selection Committee by each Firm team, no member of any other Firm team, or any employee, agent or representation thereof, may be present. Clarification questions from the Selection Committee regarding the proposal may be directed to the Firm team during the presentations but no modification to the proposal as submitted will be allowed during the Selection Committee’s evaluation as a result of this exchange.

**ATTACHMENT A**

**Letter of Intent to Respond**

**HENNEPIN COUNTY MEDICAL CENTER**

**Request for Proposal #17-021**

**Construction Manager at Risk**

**LETTER OF INTENT TO RESPOND**

Please indicate your intention to respond to the RFP document that has been forwarded from Hennepin County Medical Center and abide by the instructions that have been included. This Letter of Intent to Respond must be received no later than **December 22, 2017, 2:00 pm CDT.**

This letter must be emailed (attaching a signed PDF) to: [David.Flowersc@hcmcd.org](mailto:David.Flowersc@hcmcd.org).

All inquiries about the selection process will be addressed to David Flowers, as stated in the RFP and we agree to abide by this request. Failure to comply may result in disqualification from the system selection process.

**Company Name:** \_\_\_\_\_

**Company Representative Assigned to Client:** \_\_\_\_\_  
(print)

**Signature of Manager, Director  
or Officer of the Company that Company  
agrees to participate in this selection process:** \_\_\_\_\_  
(sign)

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

## ATTACHMENT B



### Contractor ‘Trade Secret’ and ‘Competitive’ Data Exclusion Form

Hennepin County Medical Center (‘HCMC’) is considered a government entity and is subject to the Minnesota Government Data Practices Act (MGDPA).<sup>1</sup> As a potential contractor with HCMC any data that you provide HCMC may be subject to public disclosure and governed by the MGDPA. Please identify below what portions of your Request for Proposal (RFP) or contract you consider to be ‘trade secret’ or ‘competitive’ data as defined in the MGDPA and should be excluded from a public data request.

***Whether or not protected information is identified, you must sign and date this form and submit it with the required documentation. The final decision on what qualifies as redacted material remains with HCMC.***

RFP or Contract No.: \_\_\_\_\_

Responder/Contracting Company Name: \_\_\_\_\_

The following data contained in the named page(s) of the attached RFP or contract have been identified as ‘trade secret’ and/or ‘competitive’ data (*list pages and identify specific provisions - if no information has been identified state ‘NONE’ add additional pages if necessary*):

\_\_\_\_\_  
\_\_\_\_\_

The justification for the ‘trade secret’ and/or ‘competitive data’ designation is (*be specific, do not make general statements of confidentiality - include references to specific facts, licenses, trademarks, etc., and any relevant statutes or other law, such as how the data meets the requirements of Minn. Stat. §13.37, Subd. 1(b) and/ or Minn. Stat. §383B.917 add additional pages if necessary*): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The Responder/Contracting Company acknowledges that, in accordance with Minn. Stat. §§13.591 and 16C.06, Subd. 3, upon completion of HCMC’s contract negotiations with a select vendor, any and all materials submitted in response to an RFP are public record, with the exception of any portion(s) of an RFP or supporting data that are determined to be classified as nonpublic or private ‘trade secret’ and/or ‘competitive’ data and further acknowledges that if they have contract negotiations with HCMC, the contract will also become public record with the exception of any portion(s) of a contract that are determined to be classified as nonpublic or private ‘trade secret’ and/or ‘competitive’ data.

- Responder/Contracting Company asserts that it has clearly marked every page of ‘trade secret’ and/or ‘competitive’ data materials in the attached RFP or contract at the time the RFP or contract was submitted with the words “**TRADE SECRET**” or “**COMPETITIVE DATA**” in capitalized, underlined, and bolded type that is at least 20 pt.
- Responder/Contracting Company acknowledges that HCMC is not liable for the use or disclosure of ‘trade secret’ and/or ‘competitive’ data that has failed to be clearly marked as such.

<sup>1</sup> Minn.Stat.Chap.13, Minn.Stat. §383B.917

- Responder/Contracting Company agrees to defend any action seeking release of the materials it believes to be ‘trade secret’ and /or ‘competitive’ data and indemnify and hold harmless HCMC, its agents and employees, from any judgments awarded against HCMC in favor of the party requesting the materials, and any and all reasonable costs connected with that defense. This indemnification survives HCMC’s award of a contract and remains as long as the ‘trade secret’ and/or ‘competitive’ materials are in the possession of HCMC.
- Responder/Contracting Company acknowledges that HCMC is required to keep all the basic documents related to its contracts, including selected responses to RFPs, for a minimum of six (6) years after the end of the contract. Non-selected RFP Proposals will be kept by HCMC for a minimum of one (1) year after the award of a contract, and may be kept for longer.
- Responder/Contracting Company acknowledges that pricing information will not be considered ‘trade secret’ data but may be considered competitive data.
- Responder/Contracting Company acknowledges that HCMC reserves the right to reject a party’s claim of ‘trade secret’ and/or ‘competitive’ data if HCMC determines that the legal burden of establishing that the information constitutes ‘trade secret’ and/or ‘competitive’ data has not been met.
- Responder/Contracting Company acknowledges that if certain information is found to constitute ‘trade secret’ and/or ‘competitive’ data, the remainder of the RFP or contract is still public and only the protected information will be redacted/removed and remain nonpublic or private data.

\_\_\_\_\_  
 Signature  
 (Must be authorized to sign on behalf of  
 Company being represented)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date



Name: \_\_\_\_\_  
(Signature of Person Authorized to Sign)

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
(Please print or type)

\_\_\_\_\_  
(Title)

## ATTACHMENT D

### Corporate Background Questionnaire

#### Construction Manager at Risk: MCP PHASE 2A

In acknowledgement of receipt of this Request For Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment E.

The acknowledgement of receipt should be signed and returned with the Proposer's submittal.

Complete (Legal) Name of Proposer: \_\_\_\_\_

Proposer Tax Identification Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Type of Organization:     Individual     Partnership     Corporation     Association

Other (please describe) \_\_\_\_\_

If incorporated, state of incorporation: \_\_\_\_\_

Date organization was formed (month/year): \_\_\_\_\_

Number of years providing services/systems similar to those requested in this RFP: \_\_\_\_\_

Description of Proposer's organization, locations, and number of staff (including subcontractors as applicable) that will provide services/support outlined in this RFP):

\_\_\_\_\_

\_\_\_\_\_

Please certify the following by placing an "X" in the appropriate column:

<b>Certification</b>	<b>Yes</b>	<b>No</b>
Is Proposer currently in the process of filing for bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>
Has Proposer filed for bankruptcy within the past five (5) years?	<input type="checkbox"/>	<input type="checkbox"/>
Do you certify that the Proposer does not owe taxes to Hennepin County?	<input type="checkbox"/>	<input type="checkbox"/>
Do you certify that the Proposer is not currently under suspension or debarment by any governmental entity (local/state/federal government)?	<input type="checkbox"/>	<input type="checkbox"/>
Do you acknowledge that if the Proposer is currently under suspension or debarment, its submittal may not be considered?	<input type="checkbox"/>	<input type="checkbox"/>

**Individual authorized to bind Proposer to contract:**

Name/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail \_\_\_\_\_

Point of contact information for this RFP (if different from authorized individual):

Name/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Proposer SBE Declaration**

Are you certified as a SBE? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please attach your SBE certification.

**Conflict of Interest:**

Do you have any conflict of interest in the MCP PHASE 2A project? If you are unsure please specify the potential conflict. Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If yes, or unsure, please identify the potential conflict. \_\_\_\_\_

\_\_\_\_\_

**Insurance:**

Do you carry professional liability insurance? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please identify the type/limits: \_\_\_\_\_

Do you carry errors and omissions insurance? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please identify the type/limits: \_\_\_\_\_

**Litigation History:**

Description of litigation to which the firm has been a party in the most recent five-year period. Please include the following details:

1) Name of case \_\_\_\_\_

2) Date filed \_\_\_\_\_

3) Court in which filed \_\_\_\_\_

4) Judgment or result \_\_\_\_\_

**Important:** The Proposer must respond to all questions. The Proposer may attach additional documents to the questionnaire to provide additional details.

Authorized Proposer Signature: \_\_\_\_\_

Date: \_\_\_\_\_