



Hennepin County Medical Center
Minneapolis, Minnesota

Request for Proposal

RFP 22-015

Construction Manager for Purple Parking Ramp Expansion

August 29th, 2022

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REQUEST FOR PROPOSAL

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**Attachment A - HCMC Purple Ramp Expansion, Design Development Floor Plans 04/19/2022,
HCMC Purple Parking Ramp Expansion Project Introduction 8/24/2022**

Attachment B - Trade Secret and Competitive Data Exclusion Request

Attachment C - Pricing Proposal Form

Attachment D - Background Questionnaire

Attachment E – Diversity Questionnaire

Critical Project Deadlines

Issuance of Request for Proposal	August 29, 2022
Deadline to Submit Written Questions	September 28, 2022
Responses to Written Questions Emailed to Proposers	October 5, 2022
Proposal Due Date	October 12, 2022

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1. INTRODUCTION

1.1. Executive Summary

Hennepin Healthcare System, Inc., (“HHS”), dba Hennepin County Medical Center (“HCMC”) is requesting proposals from a qualified Construction Manager (CM) for the HHS’s Purple Parking Ramp Expansion Project (PPR). The PPR is located directly across from the Purple Building on the HCMC health campus. The services requested include construction budgeting, construction scheduling, and delivery of the project as specified under the Scope of Work, “the Work.”

HHS expects to award a contract to the Proposer that offers the best value to HHS based on the requirements of this RFP. The Proposer selected for contract award will be deemed to be responsible and to have submitted a responsive proposal. The selected Proposer is expected to complete the Project without delays or cost increases as specified herein.

1.2. HHS Overview

HHS is an integrated system of care that includes HCMC, a nationally recognized Level I Adult Trauma Center, Level I Pediatric Trauma Center and 484-bed acute care hospital, as well as a clinic system with primary care clinics located in Minneapolis and across Hennepin County. "Level I" trauma centers meet national criteria for availability of resources, community service, and severely injured patient volume that makes them regional referral centers. HCMC is the only Minneapolis hospital that is a Level 1 trauma center for both children and adults.

HHS was created by the County of Hennepin, Minnesota ("the County") and is governed by the HHS Board of Directors. As an integrated system, HHS delivers high-quality person-centered care, conducts cutting-edge research, and provides comprehensive teaching programs. The HHS campus occupies eight city blocks in downtown Minneapolis and is in the process of responding to the need to replace dated and inefficient buildings on campus with new and innovative facilities to capitalize on the opportunity to replace with resources that result in better service and higher patient and staff satisfaction.

HHS cares for more than 4,000 patients and their families every day. HHS is a safety net provider, meaning that HHS provides preventive care and treatment for uninsured and financially stressed patients when no one else will. Additionally, HHS is also a provider of choice for many residents, employers, and visitors, because of HHS's breadth and depth of its clinical staff, access to trials of new therapies, and community integration.

1.3. HHS MISSION

Hennepin Healthcare's mission is to ensure access to outstanding and equitable care for everyone, while improving the health of the community through intentional partnerships with our patients, their families, and our community, inclusive of medical education, research, and innovation.

1.4. HHS VISION

Transforming the health of our community – exceptional care without exception. Hennepin Healthcare System will build healthier communities by providing equitable, culturally specific, and high-quality care for all Minnesotans. We will strive to become a model healthcare organization in how we support our communities. HHS will make wellness a more attainable goal for our community members, deliver exceptional clinical outcomes, and make self and clinical care more broadly available – from enabling more care to be delivered at home, to constructing a more welcoming and vibrant downtown campus.

1.5. HHS VALUES

Hennepin Healthcare will serve as the catalyst to transform the health and well-being of our community through the delivery of high-quality, equitable health services - exceptional care without exception

- **Person & Family Centered**
- We partner with our patients and their families to deliver an extraordinary experience that creates comfort and ease in a meaningful way.
- **Excellence**
- We consistently provide exceptional, high-quality care and service to everyone, every time.
- **Teamwork**
- We come together around a common purpose: patients, families, and each other.
- **Respect**
- Believing that everyone has intrinsic value, we honor all people: ourselves patients, and families.
- **Integrity**
- We do the right thing every time, for everyone, fostering an environment of honesty, trust, and collaboration.
- **Compassion**
- We take the time to fully engage with you: easing your pain with caring, kindness and sensitivity, and helping you feel safe.

1.6. HHS STRATEGIC DIRECTION

- **Equitable and Social Justice**

Promoting social and health equity is important to HHS, as evidenced in Hennepin County board voted to declare racism a public health crisis in the county. HHS has expressed a desire to address structural inequities in policy and work to ensure that the vision and goals it delivers benefit those who have the greatest need and results in increased opportunity and economic vitality for all. HHS equity work will begin with the engagement work that will give voice to traditionally underrepresented groups and surface issues often left out of the planning process.
- **Strategic Plan**

Promote justice for our community, team members, and patients, increasing awareness, communication, and commitment to anti-racism.

Develop new non-emergent channels for patient care that expand community access and address wellness and HHS patients' unmet healthcare needs.

Build on HHS' position as the state's leader in emergency and Level I trauma services to deliver high quality care for all Minnesotans, including leveraging our emergency medicine and trauma care competencies to expand service offerings.

Improve patient outcomes, attraction, and retention by improving care quality and experience, adopting the best technology, and delivering care that is culturally specific.

Bring together community-based organizations, educational institutions, public sector, and private enterprise, into a system of care that advances HHS' common goal of eliminating disparities in social determinants of health.

Become a "best place to work" organization, by creating a workforce that is reflective of the community it serves, and a workplace that engages with and assists team members through on-site amenities, wellness and healing spaces, continuous career development, mission orientation, and other supports.

Expand HHS' research capabilities and continue to transfer that knowledge into its teaching, training of Minnesota's healthcare professionals and educating its community on interventions that reduce barriers to care and make wellness easy.

Establish a campus that will make Minnesota proud, welcoming and enriching our community, enhancing our ability to deliver care, and positioning HHS' campus as a healthcare innovation hub.

2. RULES GOVERNING COMPETITION

2.1 Instructions for Preparing and Submitting Proposals

- 2.1.1 **Proposal Status:** The issuance of this RFP constitutes only an invitation to submit proposals to HHS. **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 HHS 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.
- 2.1.2 **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. To expedite the evaluations, it is essential that specifications and instructions contained in this document be followed as closely as possible.
- 2.1.3 **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.
- 2.1.4 **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 withdrawal or cancellation shall be submitted in writing.
- 2.1.5 **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.
- 2.1.6 **Addenda:** HHS 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, amendment(s) and or 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 amendments and/or addenda.
- 2.1.7 **Extension of Time:** HHS reserves the right to extend the RFP deadlines at the discretion of HHS and not at the request of a Proposer. In the event of an extension, prospective Proposers will be notified immediately.

- 2.1.8 Right to withdraw RFP. HHS 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.

2.2 Proposal Conditions

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. 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 HHS 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.

- 2.1.1 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.
- 2.1.2 Award: HHS reserves the right not to award a contract to any Proposer. If HHS decides to award a contract, HHS will award a contract to the qualified Proposer whose proposal HHS determines best meets the needs of HHS. HHS reserves the right to award a contract other than to the lowest priced proposal. HHS reserves the right to award a contract to a non-Proposer.
- 2.1.3 Ownership of Materials Submitted: All material submitted becomes the property of HHS and will not be returned.
- 2.1.4 Proposers' Costs: HHS 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.
- 2.1.5 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 HHS's approval.

- 2.1.6 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.
- 2.1.7 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 HHS.
- 2.1.8 Insurance: The Contractor or anyone providing services herein shall be required to comply with insurance provisions contained in the contract.

2.2 Contract Award and Contract

- 2.2.1 Award Discretion: While HHS may ultimately decide to enter into a contract with that person, organization or firm with which HHS can make the most satisfactory arrangement for meeting its needs, HHS 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.
- 2.2.2 Submission of Contract Documents: Within fifteen (15) 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 HHS. Such contract shall be prepared by HHS and the contract terms shall consist of the General Conditions of the Contract for Construction, which will be made available upon request, 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 HHS, as well as all other provisions which HHS agrees may be included in the contract.
- 2.2.3 Changes: HHS shall always have the right 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 HHS and bearing the acceptance endorsement of the Contractor. Deletions from the scope of work required may be made at the sole discretion of HHS.
- 2.2.4 Failure to Execute Contract: HHS reserves the right to award to another Proposer 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 HHS under this RFP, contract law, statute and/or in equity.
- 2.2.5 General Conditions: The General Conditions, which include the General Insurance Provisions for Contractor contracts, are in the form of the Modified AIA A201-2017, a Modified AIA A103-2017, along with a Modified AIA A103 insurance exhibit. If a Proposer has a concern or objection to any of these provisions, it must so indicate in its proposal. HHS reserves the right to require compliance with these provisions and to negotiate final terms, conditions, and requirements with the successful Proposer, at HHS's discretion.

2.2.6 Non-Waiver of Defaults: Any failure by HHS 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 HHS to avail itself of such remedies as may be available for any breach of the contract terms and conditions.

2.3 RFP Process

HHS reserves the right to determine, in their sole 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.

It is understood that any proposal received and evaluated by HHS can be used as a basis for direct negotiation of the cost and terms of a contract between HHS and the particular firm submitting such a proposal. HHS 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 HHS reserves the right to accept any proposal, to reject any and all proposals and to waive any irregularities or informalities that HHS deems is in its best interest.

HHS reserves the right to request additional data, oral discussion, or a presentation in support of the written proposal. HHS 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 HHS to enter into a contract with the firm with which HHS can make the most satisfactory arrangements for its needs.

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

3 PROJECT DESCRIPTION – SCOPE OF WORK

- 3.1** Per the AECOM (“Architect”) documents the project entails the expansion of the HCMC (Purple) Parking Ramp on the HCMC campus (the “Project”). The parking ramp will have approximately 1082 parking stalls, two levels below grade, 9 levels above grade for a total of 11 floors. This ramp is located along Park Avenue between 6th and 7th Streets South. The expansion also includes:
- An approximately 30,500 square foot shell space liner building on the street level of the ramp along Portland. This space is for future HHS services for medical center department space. Fit out of the shell space will be handled as a separate project.
 - a skyway link across Portland Avenue to the Thrivent Building.
 - the provision of a service dock below grade and improvements to the existing tunnel connection through the existing parking ramp to the existing tunnel under Park Avenue.
 - Below grade two levels of enclosed parking. This includes EMS ambulance parking, parking spaces, and other HHS operational needs.
 - Aesthetic exterior application to the existing ramp, interior finishes improvements to the existing ramp elevator lobbies, an improved patient drop-off area, wayfinding, and traffic control enhancements.

- The ramp will include sustainability components such as: electric vehicle charging stations, roof top screening utilizing solar paneling, and underground storm water retention.
- Both ramps are intended to act as the front door for accessing health services on the campus. Digital signage for messaging and wayfinding will be utilized.

AECOM WILL HAVE A SET OF 70% CONSTRUCTION DOCUMENTS COMPLETED WITHIN 3 WEEKS OF THE DATE ISSUANCE DATE OF THIS RFP. ATTACHMENT A WILL BE FORTHCOMING IN 3 WEEKS.

3.2 Project Schedule

The Ramp construction is planned to commence the Spring of 2023 with a likely fourteen (14) to eighteen (18) month schedule.

4 PRE-CONSTRUCTION PHASE SERVICES

4.1 Pre-construction Phase Services

During the pre-construction phase the CM shall work closely with HHS and the Architect to bring best value to the project.

4.2 Construction Documents

The CM shall 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 shall provide the highest quality building within the budget and schedule.

4.3 Identify Potential Risk Factors

The CM, in consultation with the Architect, shall 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 shall present the risk analysis in a risk matrix format.

4.4 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. The CM shall develop the construction portion of the Project Schedule in sufficient detail to be used in trade contractor bidding.

4.5 Schedule Modifications

The CM shall notify HHS 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.

4.6 Constructability Review

CM shall check the Construction Documents for completeness, coordination, ambiguities, and ability to bid, and make recommendations to the Architect and HHS. The CM shall perform constructability reviews continuously and issue constructability reports and comments at 70% and 95% Construction Documents. At the 100% Construction Document phase and prior to bidding,

the CM shall submit its constructability documentation to HHS to demonstrate that all CM comments have been appropriately addressed and incorporated into the Construction Documents.

4.7 Cost Control Management

As an initial task, the CM, in conjunction with the Architect, shall review the Construction Budget and determine if it is sufficient to construct the Project. The CM shall review the budget, provide estimating, value engineering and work with Architect to establish possible design improvements and the optimum construction delivery methods. The CM, in collaboration with the Architect, shall 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 pre-construction phase. If changes are suggested to the Project scope that may cause Project cost overruns, the CM shall notify HHS in writing as part of the regular Project development meetings.

4.8 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.

4.9 Project Savings

Project savings identified during design as part of the CM's value engineering process are owned by HHS. 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.

4.10 Design Phase Investigation Work

It shall be the responsibility of the CM in collaboration with the Architect to assess the type, quantity and quality of the available information describing existing site conditions. The CM shall make recommendations to HHS regarding supplemental site surveys if additional information is needed to make associated Project scope fully biddable. If HHS 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, if any, during the pre-construction phase with HHS.

4.11 Project Design Errors

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 shall be responsible for the technical interpretation of design issues. The CM shall coordinate and cooperate with the Architect to ensure that the drawings are coordinated and constructible.

5 CONSTRUCTION PHASE SERVICES 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 the Owner. 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.

5.1 Contracts

After reaching agreement with HHS, the CM shall enter into contracts for the construction phase with successful subcontractors in each trade. The CM may be asked to serve as a purchasing agent on behalf of HHS for the purpose of utilizing the sales tax exemption. If the CM is appointed

purchasing agent, subcontractors will also be required to comply with all requirements to qualify for the sales tax exemption.

5.2 Conduct Pre-Construction Meeting

HHS's Project Manager and the CM shall co-conduct a pre-construction meeting with the trade contractors, design personnel and other appropriate HHS 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.

5.3 Update the Project Schedule

The CM shall update the Project Schedule monthly. To provide a comprehensive schedule, the CM shall coordinate and receive input from HHS, 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.

5.4 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 HHS for approval and payment that has been pre-approved by the Architect and HHS's Project Manager.

5.5 Project Cash Flow

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

5.6 Project Savings

The CM is encouraged to recommend potential Project savings to HHS. 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). HHS 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 HHS. Acceptance of a suggested savings will be determined at the sole discretion of HHS which shall not be required to provide any reason for its decision.

5.7 Liaison Responsibilities

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

5.8 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 shall be responsible for the technical interpretations and clarifications of the contract documents and shall prepare sketches to clarify

contract documents where necessary and with the approval of HHS's Project Manager. The CM shall be responsible for managing the clarification and interpretation process.

5.9 Report Monthly Construction Progress

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

5.10 Make Presentations

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 HHS's Project Manager.

5.11 Coordinate Trade Contractors

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

5.12 Provide Necessary Personnel

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

5.13 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.

5.14 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

6 PROJECT POST-CONSTRUCTION SERVICES INCLUDING (but not limited to):

- Provide operating and maintenance manuals.
- Secure and assemble warranties and guarantees
- Provide checkout of equipment.
- Instruct operating personnel in equipment operating and maintenance procedures.
- Assist in actual start-up of equipment.
- Implement close-out procedures and ensure requirements are met.
- Subcontractors' and vendors' final payment
- Resolution of claims
- Final change orders
- Lien releases

- Final lien waivers
- Consent of sureties
- Assist Owner and Architect in enforcement of warranties or guarantees.
- Conduct walk-through with Owner and Architect eleven months after Substantial Completion.

7 PROJECT CONSTRUCTION PARTICIPATION GOALS

The awarded contract will include the following goals:

1. **Small Business Participation:**
 - a. 30% for Small Minority-Owned subcontractor businesses (SMBE) or higher
2. **Workforce:**
 - a. 32% minority workforce or higher
 - b. 20% female workforce or higher

Goals are expressed in percentages of the total hours of employment and training 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.

7.1 Non-Discrimination

In accordance with HHS’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.

8 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 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 HHS in writing prior to commencing the Work.

Please note that the selected Proposer and all contractors and subcontractors engaged in work on this Project 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.

9 SELF-PERFORMING WORK

The Proposer will be required to obtain at least three 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 HHS Project Manager(s). HHS shall then determine, with input from the Proposer, which of such bids will be accepted for the Project.

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

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

10. ADMINISTRATIVE PROCESS

10.1 Contact Between Proposer and HHS

Contact:

All contact with HHS must be SOLELY with the persons listed below. Proposers who contact HHS employees outside of these individuals regarding the PPR project may be disqualified.

Questions:

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

HHS Contact Person: David Flowers, Supply Chain Management
Email: David.Flowers@hmed.org

HHS Project Manager – Kyal Klawitter, Project Manager
Email: kklawitter@walkerus.com

Telephone calls will not be accepted.

Proposer List:

All Proposers wishing to respond to this RFP must email the HHS Contact Person and HHS Project Manager immediately and:

- Request to be added to the vendor list
- List one (1) representative to serve as HHS's primary contact for this RFP
- Provide the email address and phone number for the primary contact
- Request a copy of the General Conditions of the Contract for Construction and proposed Agreement Between Owner and Construction Manager.

Inclusion of the Proposer 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 HHS with the correct primary Proposer 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 HHS, 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.

10.2 RFP Timeline

Issuance of Request for Proposal	August 29th, 2022
Pre-Proposal Meeting	September 6th, 2022, time TBD
70% CD Documents Available	September 14, 2022
Deadline for Proposer to submit Written Questions	September 28th, 2022, 2:00 pm CDT
Responses to Written Questions Emailed to Proposers	October 5th, 2022
Proposal Due date	October 12th, 2022, 2:00 pm CDT
Interview of Finalists	TBD

10.3 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.
2. Pre-proposal Walk-through.
3. Deadline for Proposer to Submit Written Questions

The deadline to submit questions regarding this RFP is **September 28th, 2022, 2:00 pm CDT**. All written questions must be submitted via email to HHS's Contact Person and HHS's Project Manager.

4. Response to Written Questions/RFP Addenda Emailed to Proposers

HHS will email Proposers responses to written questions and any RFP addenda by 5:00 pm CDT on the date specified above. 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 HHS's responses to written questions. Proposers must email the above HHS contacts any additional requests for clarification of the 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 HHS Contact Person or HHS Project Manager will email all Proposers HHS's response within three (3) business days of receiving the follow-up questions.

5. Submission of Proposal

All proposals must be received for review and evaluation no later than **October 12th, 2:00 pm CDT**.

6. Evaluation of Proposals

An evaluation committee (“Committee”) appointed by HHS management will evaluate the proposals. The HHS Contact Person and HHS Project Manager may initiate discussions with Proposers to clarify aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Proposers SHALL NOT initiate discussions.

7. Selection of Finalists

The Committee will evaluate and score proposals using the evaluation criteria identified in Section 10. 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.

8. 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 HHS Contact Person and HHS Project Manager will schedule the time for each short-listed Proposer’s presentation. All presentations will be held at HHS.

9. 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 HHS’s requirements and provides the best overall value to HHS over the life of the project, as determined by HHS in its sole discretion. The Committee does not have authority to award a contract. The decision to award a contract rest with Hennepin Healthcare System, Inc.’s board of directors.

10.4 Instructions for Proposal Submission

Each Proposer must submit their RFP response via email or as otherwise instructed to: kklawitter@walkerus.com; David.Flowers@hcmcd.org.

HHS will not accept proposals submitted by facsimile. HHS will not be responsible for the submissions that do not properly open or display. HHS reserves the right to accept proposals after the date specified above.

10.5 Instructions for Proposal Layout

HHS 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
5. Forms

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

10.6 Content of Proposal

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

Section 1: Transmittal Letter and Executive Summary

Letter of Transmittal

Include in the cover letter:

- a) Company (or companies) name(s),
- b) Name of Proposer company representatives, along with contact information.

Section 2: Proposal Body

1. Proposed Project Team

- a) Proposers must identify and submit professional resumes (no more than 2 pages each) of each key staff member who will be performing services under the contract. At a minimum this must include a Project Executive, a Project Manager, a Job Site Superintendent, and a Safety Officer.

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

- b) Describe in detail the proposed Project assignments and lines of authority and communication for each team member you anticipate being 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.
- c) Report the current workload of each proposed team member.

2. Applicable Construction Experience

- a) Qualifications for the Proposer and Proposer's Critical Team Members are identified in 10.2. Proposer may add up to 2 additional qualifying projects per project type and per critical team member to show depth of experience with this project type.
- b) 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's name and phone number for both the Owner and the Architect of the project(s)
- c) 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's name

and phone number and e-mail address for both the Owner and the Architect of the project(s)

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 cost estimating methods during the pre-construction phase and during the design and construction phases.
- b) Describe the cost control methods during construction and how the Proposer procures subcontracts, confirms scope, confirms amounts, and ensures proper payment.
- c) Describe the firm's process for ensuring that the Design Documents provide the information necessary to arrive at a complete Estimated Cost including all Owner requirements with reasonable contingencies. Note that the Architect will have a preliminary set of CDs ready within 3 weeks of the issuance of this RFP.
- d) Describe your firm's value engineering process and ideas to be used in collaboration with the design team to bring the maximum value to HHS on this project.

5. Pre-construction Services

- a) List three specific examples where your firm, as a CM, has demonstrated innovation, leadership, and/or technical expertise to add value to major healthcare or other related projects.
- b) Describe your plan review process during the project design phase.
- c) Describe your firm's subcontracting process and the methods used to ensure subcontractors understand the work.
- d) Describe the methodology for advertising, evaluating, and selecting trade contractors.
- e) 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.
- f) Based on your understanding of the scope of this project and a construction start date, 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 HHS 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 HHS 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. Additionally, please list and describe potential self-performing construction procedures.
- d) Describe any value-added services or other benefits or advantages that will be afforded HHS in selecting your firm for this Project.
- e) Request for Information (RFI) and Shop Drawings: Describe your firm'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.

7. **Project Schedule**

- a) Proposers must attach a Critical Path Method (CPM) Schedule for the Project and include a written and detailed description of your scheduling logic. The 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 CPM schedule should describe any and all scheduling assumptions made in developing the schedule. For readability purposes, the 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)
- 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 external client references (3 or more) 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 help 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: HHS’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 HHS’s receipt of a correct, detailed invoice for delivery projects successfully completed by calendar month.

HHS 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 HHS from negotiating with the selected Proposer.

Configuration Adjustment: HHS reserves the right to select and exclude any products or services by the Proposer. As part of the evaluation process, HHS may find it necessary to add or delete products or services from a proposal to make equivalent comparisons. 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. HHS will take steps to ensure that prices remain competitive during the term a contract is awarded. HHS may require renegotiation of prices during the contract term, if it determines that pricing has become noncompetitive.

2. **Estimated Price**

Provide an estimated cost in a CSI format for the construction of the Project.

3. **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.

4. **Letter of Authorization**

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

5. **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.

6. **Subcontractor/Participation Data**

Proposers must work with HHS in submitting their business utilization plan identifying subcontractors/suppliers. Such data will be used to calculate a Proposer’s score for Emerging SBE firm participation within its team and/or other project goals. Proposers must provide HHS the name of the person who will be responsible for submitting this data along with their proposal. The selected CM must submit along with their proposal, data, which identifies all subcontractors/suppliers at all tiers. HHS will use such data, in addition to any other documentation requested, to determine whether the CM can meet

target business goals and any ESBE incentives. Thereafter, on a monthly basis, the CM will be required to submit subcontractor and supplier expenditure data.

Section 4: Contract Terms and Conditions

1. **Modified AIA A201-2017 (General Conditions of the Contract for Construction)**

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**. The **General Conditions of the Contract for Construction** will be the basis of any contract between HHS and the Proposer.

The RFP and all of its specifications in addition to the Proposer's responses to the **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. HHS reserves the right to modify and negotiate the terms and conditions and any other specification or response it deems necessary. **Note: The insurance language in all contract documents may be revised as this project develops.**

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 in Section 4 of the Proposer's proposal.

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.

2. **Modified A103-2017 (Agreement Between Owner and Construction Manager with an Open Book)**

HHS will negotiate with the awarded Proposer on this document that may include a GMP using an A133-2017 or similar document.

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.

10 EVALUATION

10.1 **Evaluation Criteria**

HHS will select the Proposer that offers the best value to deliver the Work described in this RFP. HHS will utilize a two-phase process in selecting the CM using a best value analysis.

- In **PHASE I**, HHS determines whether a proposal is responsive to the RFP and whether the Proposer is a responsible firm. Section 10.2 (Responsiveness) describes how HHS determines Proposer responsiveness. Section 10.3 (Responsibility) describe HHS's method for

determining whether a Proposer is responsible. **A proposal must be responsive and the Proposer responsible for the Proposer to advance to Phase II.**

- In **PHASE II**, HHS administers the Evaluation Process described in Sections 10.4.

After completion of these two phases of the selection process, the highest scored Proposer is invited to participate in the Pre-Award Phase, described in Section 11.

10.2 RESPONSIVENESS (Acceptance or Rejection)

Only responsive proposals will be evaluated and considered for award. HHS will determine whether each proposal received prior to the submission deadline is responsive to the RFP. If HHS determines a proposal is responsive, it will be accepted and will be subject to further review. If a proposal is determined to be non-responsive, it will be rejected.

For a proposal to be responsive, the Proposer complete and submit all required documentation described in this RFP; and meet the Qualifications described in this Subsection.

1. Qualifications for a Proposer or for a Proposer’s Critical Team Members

A. Definitions of Qualifying Projects

- 1) **Qualifying Project – Type A** is a healthcare project of at least \$10 million which included significant remodeling of existing space, and during construction within the existing space, the facility continued to provide in-patient services to the public
- 2) **Qualifying Project – Type B** is a post tension ramp of at least 500 parking spaces and at least 5 stories, and
- 3) **Qualifying Project – Type C** is any project the selection committee views as significant experience on a project over \$50 million dollars.

Proposers may round-up to the nearest \$ million the cost of the construction budget of the Qualifying Project. Between the four team members, all categories for Project Manager and Superintendent should be covered.

B. Preferred Qualifications for a Proposer

- 1) Served as a General Contractor or a CM on all three (3) qualifying projects.

C. Minimum Qualifications for Proposer’s Critical Team Members

1. Designation of Proposer’s “Critical Team Members”

Within the **Proposer’s Firm** the following functional positions are Critical Team Members:

- The Project Executive
- The Project Manager
- The Superintendent
- The Safety Officer
- The Health Equity Liaison

2. Minimum Qualifications for Critical Team Members

Each Critical Team Member must be a person who meets the following minimum qualifications:

From **Proposer's Firm**:

- a. The **Project Executive** – *No Minimum Qualifications*
- b. The **Project Manager** must have worked in this capacity on at least two (2) of the Qualifying Project Types.
- c. The **Superintendent** must have worked in this capacity for two (2) of the Qualifying Types.

If the proposed Superintendent does not meet the requirements but has the requisite experience from either a Qualifying Type, the Proposer may include such person as its Superintendent provided it includes an Assistant Superintendent who has the requisite experience in the project type for which the proposed Superintendent lacked the requisite experience.

- d. The **Safety Officer** must have worked in this capacity on a Qualifying Project.
- e. The **Health Equity Liaison** must have worked within or have ties to the communities served by Hennepin Healthcare.

Each person identified as a Critical Team Member must be available to perform in their respective role during Proposer's delivery of the Work. The Project Manager and Superintendent should have experience in all qualifying categories.

D. HHS reserves the right to waive or modify minimum qualifications.

10.3 PROPOSER RESPONSIBILITY (Acceptance or Rejection)

A Proposer found to be not responsible will not advance to Phase I of this best value selection process and will be rejected. In determining whether a Proposer is responsible, HHS may consider, but is not limited to, the following factors:

1. The quality of the Proposer's performance on previous projects.
2. The timeliness of the Proposer's performance on previous projects.
3. The Proposer's compliance with contract requirements on previous projects.
4. The Proposer's ability to prepare appropriate project schedules and other submittals.
5. The Proposer's technical capabilities.
6. The individual qualifications of the Proposer's key personnel; or
7. The Proposer's financial ability to perform the contract.

Performance on previous projects" does not include the exercise or assertion of a firm's or person's legal rights.

10.4 EVALUATION PROCESS

10.4.1 Evaluation phases

HHS will use a two-phase process to evaluate proposals deemed responsive. Phase I is an evaluation of cost. Phase II is an evaluation of non-cost factors.

10.4.2 Evaluation of Cost

HHS seeks to evaluate proposals with the lowest-priced responses that align with the project budget. Proposers are hereby notified that if the Total Base Cost of their proposal exceeds HHS's construction budget for the project, their proposal may not advance to Phase II of the contractor selection process.

Short-Listing of Proposers

HHS will determine a score for each Proposer's Adjusted Total Base Cost. The (3) lowest- priced Proposers, based on a score derived solely from the proposal's Adjusted Total Base Cost, may advance to Step II of the evaluation process at HHS's discretion.

10.4.3 Evaluation of Non-Cost Factors

- Proposer's Parking Ramp Construction Related Project Experience
- Proposed Critical Team Members Project Experience
- Ability to Manage and Control Construction Safety Risks
- Proposed Project Manager's Construction and Budget Management Process and Scheduling Plan
- Proposer's Plan, ability to align with HHS's Diversity Goals including, but not limited to the goals set forth in Section 1.6. Incentives for this category include, but are not limited to, the use of qualified ESBE firms in the delivery of the Work, either as the Proposer, subcontractor, sub-prime CM, or supplier.

Proposers are hereby notified of the following:

If a Proposer is awarded the contract for the Project and the Proposer earned points for diverse participation during the best value selection process, it will be required to deliver a portion of the Work through diverse firms for no less than the percentage of the diverse participation for which it earned points. Pass through arrangements with diversity vendors that result in offsetting costs or transfers back to the CM in any agreement directly or indirectly will not qualify as diverse participation spending.

10.4.4 Evaluation Criteria & Weights

Score Based on 200 Available Points

- 100 pts available from Cost
- 100 pts available from Non-Cost Factors

Criteria	Weight
STEP I EVALUATION OF COST	
Total Base Cost	75 points
STEP II EVALUATION OF NON-COST FACTORS	
Proposer's Parking Ramp Construction Related Project Experience	15 points
Proposed Critical Team Members Project Experience	15 points

Plan to Manage and Control Construction Safety Risks	10 points
Proposed Project Manager's Construction and Budget Management Process and Scheduling Plan	10 points
Proposers Plan, ability to align with HHS's Diversity Goals	75 points
Total	200 points

11. Pre-Award/Award Phase

The highest scoring Proposer, based on the points derived from the Cost and the Non-Cost Factors, will be invited to participate in the Pre-Award Phase. This Phase provides the invited Proposer with the opportunity to refine or adjust, as necessary, its project delivery plan in consultation with HHS's project team prior to contract award. HHS will provide this Proposer with specific instructions for the Pre-Award Meeting.

ATTACHMENT A

**HCMC Purple Ramp Expansion, Design Development Floor Plans 04/19/2022,
HCMC Purple Parking Ramp Expansion Project Introduction 8/24/2022**

(Issued as a separate set of documents but incorporated herein by reference)

ATTACHMENT B

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

Hennepin County Medical Center (‘HHS’) is considered a government entity and is subject to the Minnesota Government Data Practices Act (MGDPA).¹ As a potential contractor with HHS any data that you provide HHS 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 HHS.

RFP or Contract No.: **Construction Manager for Purple Parking Ramp Expansion Project**

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 HHS’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 HHS, 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 HHS is not liable for the use or disclosure of ‘trade secret’ and/or ‘competitive’ data that has failed to be clearly marked as such.
- Responder/Contracting Company agrees to defend any action seeking release of the materials it

¹ Minn.Stat.Chap.13, Minn.Stat.§383B.917

believes to be ‘trade secret’ and /or ‘competitive’ data and indemnify and hold harmless HHS, its agents, and employees, from any judgments awarded against HHS in favor of the party requesting the materials, and any and all reasonable costs connected with that defense. This indemnification survives HHS’s award of a contract and remains as long as the ‘trade secret’ and/or ‘competitive’ materials are in the possession of HHS.

- Responder/Contracting Company acknowledges that HHS 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. HHS will retain proposals that are submitted by non-selected firms for a minimum of one (1) year after the contract award.
- Responder/A Company acknowledges that pricing information will not be considered ‘trade secret’ data but may be considered competitive data.
- Responder/Contracting Company acknowledges that HHS reserves the right to reject a party’s claim of ‘trade secret’ and/or ‘competitive’ data if HHS 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

**ATTACHMENT C
Pricing Proposal Form**

Project: **HHS – PURPLE PARKING RAMP EXPANSION PROJECT**
Proposer: _____
Company Name

- A. **Pre-construction Fee:**
\$ _____
Provide a Pre-Construction Fee to perform the Pre-construction Services in the Scope of Work expressed as a Lump Sum amount.
- B. **Construction Management (CM) Fee:** _____ %
Provide a CM Fee for any Overhead and Profit as a Percentage of the Cost of Work.
- C. **Percentage for Overhead and Profit in any Change Orders** _____ %
- D. **Construction Contingency included in Cost:** _____ %
Proposed percentage for Construction Contingency upon expressed as a percentage of final Cost.

- Please attach a list of additional expenses and reimbursables that will be applied to your monthly draws.
- Based on your initial review and pricing exercise in response to this RFP, please provide us with any initial value engineering ideas that you have and your estimated values.

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of this Request for Proposal, including all forms and attachments included and/or referenced herein, if accepted within ninety (90) calendar days after Solicitation closing.

(Signature of Person Authorized to Sign)

Printed Name: _____

Title: _____ Date: _____

ATTACHMENT D

**CONTRACTOR SELECTION QUESTIONNAIRE
Construction Manager: Purple Park Ramp Expansion**

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 D.

Complete (Legal) Name of Contractor: _____

Contractor 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): _____

Description of Contractor’s organization, locations, and number of staff (including subcontractors as applicable) that will provide services/support.

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

<u>Certification</u>	<u>Yes</u>	<u>No</u>
Has Contractor worked on a project in a hospital setting within the past five (5) years?		
Is Contractor able to self-perform work?		
Does Contractor owe past due taxes to Hennepin County or other government entity?		
Do you certify that the Contractor is not currently under suspension or debarment by any governmental entity (local/state/federal government)? Do you acknowledge that if the Contractor is currently under suspension or debarment, its submittal may not be considered?		
Does Contractor attest that Contract staff and employee will be required to comply with the HHS policies including infection control measures mask and vaccine mandates and acknowledge that HHS will only work with contractors and subcontractors who can attest to the same.		
Is Contractor currently in the process of filing for bankruptcy?		

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Individual authorized to bind Contractor to contract:

Name/Title: _____

Telephone: _____ E-mail _____

Name/Title: _____

Telephone: _____ E-mail: _____

Contractors Critical Team Members

Please identify Contractor Firm’s Critical Team Members:

The Project Executive: _____

The Project Manager: _____

The Superintendent: _____

The Safety Officer: _____

Contractor Diversity Declarations

Is your company certified Small Business Enterprise (SBE)? _____ Yes _____ No

Is your company women owned? _____ Yes _____ No

Is your company a minority owned business _____ Yes _____ No

Is your company a veteran owned business? _____ Yes _____ No

Conflict of Interest:

Do you have any conflict of interest with Hennepin Healthcare System, Inc., including, any other entities of Hennepin County? 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 _____

References:

Please list at least 3 business references who can support this request.

<u>Company</u>	<u>Company Contact</u>	<u>Phone Number</u>	<u>Email</u>

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

Authorized Contractor Signature:

Name: _____

Title: _____

Date: _____

ATTACHMENT E

Hennepin Healthcare System Firm Diversity Questionnaire for RFP and Bids

(Please complete using separate sheets and attached to this form)

I, _____, as _____ (title) of _____ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes ___ or No ___

If Yes, please provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-ventures, partners, or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e., those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to certified minority- and women-owned business enterprises as suppliers/contractors?¹

4. Does your company provide technical training² to minority- and women-owned business enterprises? Yes ___ or No ___

If Yes, please give a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? Yes ___ or No ___

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes ___ or No ___

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes ___ or No ___

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with certified minority- and women-owned business enterprises if selected as the successful respondent? Yes ___ or No ___

If Yes, please describe such agreement(s).

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal penalties and debarment.

Signature of Owner/Official _____

Printed Name Owner/Official _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

STATE OF _____ COUNTY OF _____

1 Not including onsite project overhead.

2 Technical training involves teaching employees how to perform the technical components of their jobs accurately and thoroughly. Training can include technology applications, products, sales, and service tactics, and more. Technical skills are job specific as opposed to soft skills, which are transferable.