

University of Minnesota
Request for Proposal



UMore Park Solar Array
University Project Number:
May 10, 2016

Board of Regents of the University Of Minnesota
(the "University")
Energy Management

REQUEST FOR PROPOSAL ("RFP")

UMore Park Solar Array

Throughout this RFP "Respondent" or "you" means the company responding to this RFP.

<p style="text-align: center;"><u>PRE-PROPOSAL MEETING AND SITE VISIT</u></p> <p>The University has scheduled a Pre-Proposal Meeting and Site Visit as follows:</p> <p>_____</p> <p>Meet at:</p> <p>Attendance at this meeting is mandatory. The University will not accept Proposals from Respondents that do not attend the Pre-Proposal Meeting and Site Visit.</p> <p style="text-align: center;"><u>UNIVERSITY CONTACT FOR RFP INQUIRIES:</u></p> <p>The person named above shall be the only contact for all inquiries regarding any aspect of this RFP and its requirements. Submit all communications by email to _____. DO NOT CONTACT ANY OTHER UNIVERSITY EMPLOYEE, REPRESENTATIVE, OR STUDENT REGARDING THIS RFP UNLESS INSTRUCTED TO DO SO IN THIS RFP OR IN WRITING BY THE UNIVERSITY CONTACT DESIGNATED ABOVE.</p>	<p style="text-align: center;"><u>PROPOSAL SUBMITTAL REQUIREMENTS</u></p> <p>The University Must Receive Your Proposal No Later Than:</p> <p>_____.</p> <p>(Minnesota time) per the time clock in Purchasing Services</p> <p style="text-align: center;">The University will not consider late proposals.</p> <p style="text-align: center;">SUBMIT complete Proposal BY E-MAIL to:</p>
<p>*Maps, driving directions, and parking information for the Twin Cities Campus of the University are available at: www1.umn.edu/pts/maps.htm</p>	

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ATTACHMENTS

Important: All requests for responses from Respondents must be in one of the Attachments and not disbursed throughout the RFP.

All checked Attachments listed below are part of the RFP.

- X Attachment A: Company Profile and Declaration Forms
- X Attachment B: Addenda Acknowledgment Report Form

- X Attachment C: Targeted Business, Urban Community Economic Development
and Small Business Program Forms
- X Attachment D: Pricing

- X Attachment E: Vendor Authorization Form
- X Attachment F: Specifications
- X Attachment F1: Specifications Response
- X Attachment G: Site Assessment

1.0 PROJECT INFORMATION

1.1 Background

The University of Minnesota Energy Management group is soliciting bids from companies to furnish and install ground mounted solar photovoltaic systems at the University of Minnesota's land at UMore Park in the City of Rosemount, location detailed in the site assessment report (Attachment G).

1.2 Project Description

The University is requesting proposals for services for a vendor to design, furnish, and install a utility-interactive solar photovoltaic system at UMore Park in Rosemount, Minnesota. The land proposed in the site assessment can support approximately 2 MW in capacity, and is located near the wind turbine owned by the U of M. Connection of the solar panel array to the grid shall be designed and installed by the vendor. The awarded vendor must work with the University to complete the Xcel interconnection agreement. The University of Minnesota will pay for the Xcel interconnection application.

The University is requesting a proposal that should be comprised of one or more of the following options. The first option is a lump sum for direct ownership of the photovoltaic system. The second option is a power purchase agreement (PPA) with a developer. The third option is a Community Solar Garden (CSG) hosted at the site. Applicants must submit a bid for the full two megawatts that is comprised of the options outlined above. For example, a developer could submit a bid for a 1MW solar garden and a 1MW PPA, or a 2 MW PPA. The University is most interested in the option that will provide the best financial viability with the least risk. The University prefers a fixed rate over an escalator to reduce long term financial risk.

Attachment G is a preliminary site assessment done by the Rural Renewable Energy Alliance (RREAL) depicting the land available for the solar array, existing electrical systems on site, and other constraints. The solar photovoltaic system shall be furnished and installed by or before _____.

The final commissioning with Xcel shall be done by _____.

1.3 University-Provided Information

The University has assembled the following information about the Project (collectively, the "RFP Documents") for review by the Respondent:

- This RFP and all Attachments
- The Contract (as defined in Attachment D)

The following additional RFP Documents are available for Respondents to review at the University web site: www.cppm.umn.edu

- The University's Standards and Procedures for Construction

- The University's Exterior Design Standards
- The University's Payment and Performance Bond Forms

However, please note the RFP Documents are subject to change. The University will provide notice of any changes to the RFP as set forth in Section 2.11.

Any information provided to Respondents during the course of the RFP process, including the documents enumerated in this Section 1.3, is provided only for your use for preparing your Proposal. Respondents shall independently evaluate the information for their use in preparing the Proposal and shall be solely responsible for use or interpretation of the information.

1.4 Hazardous Materials

Brownfield considerations: Portions of UMore Park previously served as the Gopher Ordnance Works smokeless gunpowder facility during WWII and other heavy industrial uses. Contamination from prior activities may be present on site, including asbestos from former building materials. A remedial investigation was performed by Barr Engineering in 2012 for "UMore Park East", which contains the proposed solar parcel. Results of this investigation can be found at the UMore Park website:

<http://www.umorepark.umn.edu/planning/SelectPublications/2012finalrireport/index.htm>

Maps showing the results of the investigation are displayed on pages 239-243.

Barr Engineering will be doing additional work on the Remedial Investigation this summer and fall with a final completion date of winter 2016/spring 2017. Three sites of interest in the forthcoming additional remedial investigation are located near the land reviewed in the site assessment: Acid Plant, Coal Ash and Drainage pond, and the Steam Plant and Associated areas.

1.5 Additional Considerations

1.5.1 Pollinator Friendly Habitat

Developer shall provide a plan to install and maintain native pollinator friendly plantings that are compatible with the solar array at the site.

1.5.2 Renewable Energy Credits

Developer shall provide an estimate for cost savings if the RECs are retained by the developer versus University ownership.

1.5.3 Right of First Refusal for Electricity

For proposals including a CSG option, the University will retain a right of first refusal for the maximum amount of electricity allowed by law (currently 40% under MN Statute). If

the proposal includes a PPA, the University will have right of first refusal for the capacity of the system, or any fraction of the installed system.

1.5.4 Research and Education

If awarded, the developer will work with the University of Minnesota to “bring solar into the classroom” for curriculum enhancement purposes.

The operator shall provide all system performance and weather data to University researchers. In addition, University of Minnesota researchers shall be allowed access to the site to study site conditions and allow continued access to the land for ongoing research at the St. Anthony Falls Laboratory wind turbine.

1.6 Contract Sum

The selected Respondent will perform the Work for a Contract Sum (as those terms are defined in the Contract) that shall be a fixed, lump sum that shall include all costs necessary to complete the Work in accordance with the Contract Documents, including Respondent’s overhead and profit. The Respondent shall state its proposed Contract Sum as a fixed, lump sum in Attachment D, which shall include overhead, profit and a reasonable contingency, the total of which shall be the Contract Sum.

1.7 Required Date of Substantial Completion and Certificate of Occupancy

The University requires the Project to be substantially complete by no later than - _____. The schedule required to meet this deadline must include all University reviews required by this RFP or the current form of the University's Standards and Procedures for Construction (available at www.cppm.umn.edu).

1.8 Tentative Schedule of Selection Process

The University’s intended schedule for selection of the Respondent is set forth below; however, the University reserves the right to modify this schedule by issuing an addendum to this RFP.

EVENT	DATE
RFP Available for Distribution	
Mandatory Pre-Proposal Meeting and Site Visit	
Deadline for RFP Questions via e-mail	
RFP Responses Due	
Notification of Short-Listed Finalists	
Interviews of Short-Listed Finalists (If required)	
Anticipated Award Notification to Selected Respondent	
Final completion	

1.9 Project Management Information System

Intentionally Omitted.

1.10 Evaluation of Proposals

1.10.1 The University will review each proposal submitted in response to this RFP ("Proposal") for responsiveness, completeness, signatures, and all required data before accepting the Proposal for further review. The University will evaluate Proposals against the evaluation criteria for the degree to which each Proposal meets the criteria as follows:

CATEGORY	DESCRIPTION	ATTACHMENTS	VALUE
1	Surety/Insurance Availability	A2.0/A3.0	Pass/Fail
2	Construction Experience	A4.0	15%
3	Staff Experience	A5.0	20%
4	Safety	A6.0	5%
5	Disciplinary History	A7.0	Pass/Fail
6	Project Approach & Work Plan, Spec	A8.0, F, F1	25%
7	Schedule	A10.0	10%
8	Targeted Business & Urban Community Economic Development	C	5%
9	Contract Sum Proposal	D	20%
	Total		100%

1.10.2 The University will judge and score each Respondent's Proposal based upon the indicated available points. The University may request additional information from Respondents. Each Proposal must include information that responds to each of the evaluation criterion, as specifically requested in the Attachments.

1.10.3 The University shall score each Proposal against the evaluation criteria in its sole discretion and, if the University awards a contract, it will award the contract to the Respondent whose proposal is the most advantageous to the University, as determined by the University in its sole discretion.

1.10.4 The University may require presentations or interviews.

2.0 INSTRUCTIONS TO RESPONDENTS AND RIGHTS RESERVED BY THE UNIVERSITY

2.1 Required Review of Documentation

Before submitting a Proposal in response to this RFP, the Respondent shall review and become completely familiar with the RFP Documents.

2.2 Requests for Clarification and Information; Proposed Exceptions and Deviations

- 2.2.1 Submit all communications with the University regarding this RFP to the University Contact by e-mail. Each communication must clearly state the Project Name and University Project Number in the subject line and include in the body of the message the number and title of the RFP Document and the applicable section reference that is the subject of the communication. Communications that do not follow this format will be assumed to be general mail, and may not receive timely attention.
- 2.2.2 The University Contact must receive requests for information or clarification from Respondents no later than the deadline set for such requests in this RFP. The University will send written responses to all such requests to all Respondents on the University's Official Respondents list. The "Official Respondents List" shall consist of all persons or companies that have requested and have been sent a copy of the RFP by the University Contact and/or who have attended the Pre-Proposal Meeting and Site Visit. If appropriate, the University may issue a change responding to such a request in the form of an addendum to this RFP. No other communications shall be of any effect in changing or amending this RFP.
- 2.2.3 The University strongly discourages any exceptions to or deviations from the RFP Documents (including, but not limited to, the Contract). If a Respondent wishes to take exception to or propose a deviation from any term or condition in any RFP Document, Respondent must describe its exception or proposed deviation in detail, clearly and conspicuously in its Proposal, with reference to the RFP Document and the specific section number of the term or condition. If a Respondent does not clearly and conspicuously take exception to or propose a deviation from a specific term or condition, the Respondent shall be bound by every term and condition in the RFP Documents in the event of an award of the Contract to the Respondent. The University reserves the right to: 1) accept a Proposal with deviations or exceptions, 2) negotiate deviations or exceptions, or 3) reject a Proposal as non-responsive to the extent proposed exceptions or deviations are deemed unacceptable by the University in its sole discretion.

2.3 Pre-Proposal Meeting and Site Visit

- 2.3.1 The Pre-Proposal Meeting and Site Visit will be held at the time and place indicated in this RFP. **If this RFP states that attendance at the Pre-Proposal Meeting and Site Visit is mandatory, the University will not accept Proposals from Respondents that do not attend.**

- 2.3.2 Respondents are not required to declare their status as potential Respondents at the time of the Pre-Proposal Meeting and Site Visit. Potential Respondents that attend the Pre-Proposal Meeting and Site Visit may decide not to submit a Proposal.
- 2.3.3 The University will send written replies to all questions submitted during the Pre-Proposal Meeting and Site Visit to all Respondents on the Official Respondents List. The University will not accept questions after the deadline for RFP questions stated in Section 1.7.

2.4 Communications Restrictions

Respondents must not communicate with any University staff concerning the RFP except by e-mail through the University Contact pursuant to the procedure described in Section 2.2. If any Respondent attempts any unauthorized communication, the University may, in its sole discretion, reject that Respondent's Proposal.

2.5 Proposal Submissions - Format and Content

- 2.5.1 Submit via e-mail one signed copy of your entire Proposal, with all attachments, in Adobe® Portable Document Format (.pdf), to the University Contact set forth on page 1 of this RFP. The subject line of the e-mail shall include the words "Proposal Submission, Project Number and Project Name" for this RFP.

2.6 Response Date and Time

- 2.6.1 To be considered for selection, the University Contact must receive Proposals time stamped by the University Contact no later than the time and date of the submission deadline. The University assumes no responsibility for delays in the U.S. mail or courier systems, or delays due to weather conditions.
- 2.6.2 The University will not accept Proposals received after the submission deadline. Receipt by the University of a Proposal after the closing date and time as stated herein shall not be construed as acceptance of the Proposal. The University will log late Proposals as to date/time received. The University has no obligation to consider or return late Proposals.
- 2.6.3 If delivery of the Proposal is not made by courier or in person, the use of certified or registered mail is suggested. NOTE: Use of certified or registered mail does not relieve the Respondent of the responsibility to ensure the Proposal is timely delivered and date/time stamped as specified above.

2.7 Use of Pencil; Alterations to Proposal

The University will reject Proposals made in pencil. The University will also reject Proposals with alterations in cost figures used to determine price unless such alterations are initialed in ink by the person responsible for or authorized to make decisions as to the price quoted or other response made. Respondents shall provide proof of authorization to the University upon request. The use of "white-out" is considered an alteration.

2.8 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 90 days following the deadline for submission of Proposals. This period may be extended by written mutual agreement between a Respondent and the University.

2.9 Public Information and Trade Secrets; Use of Proposals by the University

2.9.1 All materials submitted in response to this RFP are subject to the provisions of Minnesota Statutes, Section 13.591, Subdivision 3(b), which reads as follows:

"Data submitted by a business to a government entity in response to a request for proposal, as defined in section 16C.02, Subdivision 12, are private or nonpublic until the responses are opened. Once the responses are opened, the name of the responder is read and becomes public. All other data in a responder's response to a request for proposal are private or nonpublic data until completion of the evaluation process. For purposes of this section, "completion of the evaluation process" means that the government entity has completed negotiating the contract with the selected vendor. After a government entity has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in section 13.37. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response.

If all responses to a request for proposal are rejected prior to completion of the evaluation process, all data, other than that made public at the response opening, remain private or nonpublic until a re-solicitation of the requests for proposal results in completion of the evaluation process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the evaluation process, the data remain public. If a re-solicitation of proposals does not occur within one year of the proposal opening date, the remaining data become public."

2.9.2 After completion of the evaluation process, materials received will generally be considered public information and will be available for public inspection in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and the University's Records and Information Management policies and procedures. By submission of a Proposal, Respondent releases the University from any liability resulting from the University's disclosure of such materials and the information contained in them.

2.9.3 If Respondent believes it is submitting information in its Proposal that constitutes "trade secret information" within the meaning of Minnesota Statutes, Section 13.37, the Respondent should clearly mark each page containing such information as "trade secret" and submit such material in a separate envelope marked "confidential." This envelope should also include an attorney's opinion for each item, indicating the legal basis for regarding it as trade secret information. Only legitimate trade secret information within the meaning of Minnesota Statutes, Section 13.37, as determined solely by appropriate officials of the University, may be protected from disclosure.

- 2.9.4 By submitting a Proposal, Respondent also agrees to defend any legal or administrative action seeking release of materials Respondent believes to be trade secret information and to indemnify and hold harmless the University, its Regents, agents and employees from any judgments or damages awarded against any of them in favor of any party requesting the materials, including any costs connected to that defense. If a request is made under Minnesota Statutes, Chapter 13 for release of any materials submitted by Respondent that Respondent deems to be trade secret information, the University will notify Respondent of such a request, but the University will have no obligation to commence or defend any action to prevent the disclosure of any materials, including materials Respondent believes to be trade secret information or otherwise confidential.
- 2.9.5 The University has the right to use the content of any Proposal received in response to this RFP unless Respondent presents a positive statement of objection to such use in the Proposal. In no event will such objection be considered valid with respect to the use of ideas, which are not the proprietary or trade secret information of the Respondent and so designated in the Proposal, or which were known to the University before submission of such Proposal, or which properly became known to the University thereafter through other sources.

2.10 Expenses

The University assumes no liability for payment of expenses incurred by Respondents in preparing and submitting Proposals in response to this RFP.

2.11 University Right to Amend RFP

- 2.11.1 The University reserves the right to amend all or any portion of the RFP Documents prior to its announcement of a selected Respondent and award of a Contract. If a change occurs in University requirements resulting in a decision to modify the RFP Documents, the University will communicate such change in writing as an addendum to the RFP to all prospective Respondents on the Official Respondents List. In such an event of a change, all responding Respondents will be afforded the opportunity to revise their Proposals to accommodate the RFP amendment.
- 2.11.2 Any addenda to this RFP will be sent by the University to Respondents on the Official Respondents List by certified mail or e-mail. Respondents will be responsible for meeting the requirements of all addenda and will be required to acknowledge receipt of all addenda by completion and attachment of Attachment B of this RFP to the Proposal.
- 2.11.3 To receive addenda and other information pertaining to this RFP, a Respondent must ensure it is on the University's Official Respondents List and must designate a single mailing address and e-mail address for such communications by e-mail to the University Contact.

2.12 Rights Reserved by University

The University reserves the right to:

- Reject any and all Proposals received in response to this RFP.

- Select for contract negotiation, and award the contract to, the Respondent whose Proposal is the most advantageous to the University, as determined by the University in the exercise of its sole discretion whether or not the Proposal is the lowest cost Proposal.
- Waive any irregularities, or inconsistencies in Proposals received.
- Consider and/or accept a written modification (requested by the University) of a Proposal if the Proposal itself was submitted on time, and the modified Proposal is more favorable to the University.
- Approve or disapprove any subcontractor proposed to be used by a Respondent.
- Negotiate any aspect of a Proposal with any Respondent and negotiate with more than one Respondent at the same time.
- Terminate negotiations and prepare and release a new RFP, or take such other action as the University deems appropriate if negotiations fail to result in a contract within a time acceptable to the University in its sole discretion.
- Select more than one Respondent to perform various elements of the Project.

2.13 Conflict of Interest

Any contractual relationship with any University personnel in the 12 months immediately prior to the issuance of the RFP, any contact with University personnel regarding the RFP, the Project, or evaluation of Proposals submitted in response to this RFP, or any similar real or potential conflicts of interest, may, in the sole discretion of the University, be grounds for rejection of the Respondent's Proposal or termination of any Contract awarded.

3.0 CONTRACT FORM AND REQUIREMENTS

3.1 Form of Contract between the University and the Selected Respondent

- 3.1.1 The Contract between the selected Respondent and the University will be in the form described in Attachment D, subject to modification or negotiation as contemplated by this RFP.
- 3.1.2 The Contract will include by reference this RFP and any Attachments, such portions of the selected Respondent's Proposal that the University desires to include in the Contract, and any modifications to the requirements of the RFP or to the Proposal resulting from negotiations between the selected Respondent and the University.
- 3.1.3 If, in the University's sole discretion, the selected Respondent and the University have not completed and executed the Contract within a reasonable period of time after selection of the Respondent, then the University reserves the right to terminate contract negotiations and select another Respondent.

3.2 Subcontracting

The selected Respondent may perform the Work through subcontractors approved by the University, provided the selected Respondent shall be responsible for the performance of any of its subcontractors. Use of any specific subcontractors in the performance of the Contract shall be subject to University consent. The selected Respondent must ensure that any subcontractors abide by all the terms and conditions of the Contract.

3.3 Laws and Regulations; Governing Law

Services, articles or equipment proposed and furnished by the selected Respondent shall comply fully with all local, State and Federal laws and regulations. The internal laws of the State of Minnesota, without giving effect to its conflict of laws principles, shall govern the validity, construction and enforceability of this RFP, the Proposal, and the Contract. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of the RFP, the Proposal and the Contract shall be in the courts of record of the State of Minnesota and venue shall be in Hennepin County, Minnesota.

3.4 Performance and Payment Bonds

The University requires the selected Respondent to furnish to the University for the Project a Performance Bond and a Labor and Material Payment Bond on University-approved bond forms, which are available on-line at http://www.cppm.umn.edu/purchasing/bidding_docs.html. The Bonds shall be issued by a surety satisfactory to the University, licensed to issue bonds in the State of Minnesota, shall be rated by A.M. Best as A-minus or better, and listed in the current printing of the U.S. Treasury Department listing of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." The amount of each Bond shall be within the limit set by the Treasury Department as the net limit on any single risk for the surety. There shall be no affiliation between the Contractor and the Bonding Agent or Agency.

3.5 Liability and Insurance Requirements

The University requires the selected Respondent to maintain insurance coverage of the types and in the amounts set forth in Attachment A, Section A3.2.

3.6 Builder's Risk Insurance

The University shall maintain a master "All Risks" Property Insurance Policy that insures the "Builder's Risk" exposure for the interest of the University. The selected Respondent, Subcontractors, and Sub-subcontractors at any tier (the "All Risks Policy"). The All Risks Policy contains a loss deductible clause, in the amount of \$200,000.00 deductible for each and every loss occurrence. The University requires the selected Respondent to procure separate insurance coverage, or self-insure, for the \$200,000.00 deductible associated with each loss. The University shall not pay or be responsible for any portion of the \$200,000.00 deductible. The University requires that the selected Respondent, its

insurers, the Respondent's subcontractors and their insurers, waive all rights against the University and the University's consultants, if any, for damages caused by fire or other causes of loss to the extent covered by the All Risks Policy. The University and its insurers shall not be required to waive subrogation against the selected Respondent or its subcontractors.

3.7 Targeted Business & Urban Community Development

3.7.1 Respondents are required to complete Attachment C1 - Targeted Business, Urban Community Economic Development and Small Business Questionnaire Form 00658-A-RFP as part of their Proposal. University Form 00658-B-RFP, Attachment C2, provides guidelines for scoring the information provided by Form 00658-A-RFP. Respondent does not need to return Attachment C2 with the Proposal.

3.7.2 Respondent acknowledges that the Regents of the University adopted a policy to establish and implement Targeted Business, Urban Community Economic Development and Small Business Programs (the "TGB Programs"). Find a copy of this policy at: www1.umn.edu/regents/policies/administrative/TargetedBusiness.html

Respondent hereby acknowledges that it has a copy of this Regents' policy. Respondent agrees that as a material consideration for the University entering into this agreement, Respondent will fulfill commitments with regard to the TGB Programs set forth on University Form 00658-A-RFP and upon the University's request provide substantiation of compliance.

3.8 Audits

The books, records, documents and accounting procedures and practices of any Respondent the University selects for negotiation are subject to examination by the University as set forth in the Contract.

3.9 Intellectual Property Indemnification

The selected Respondent shall be deemed to warrant that any information Respondent submits to the University in connection with this RFP will not infringe or violate any patent, copyright, trade secret, or any other intellectual property right of any third party. By submitting information to the University, the Respondent shall be deemed to agree that, in the event any third party brings an intellectual property infringement claim against the University, the Respondent, at its expense, shall indemnify and defend the University against any loss, cost, expense, or liability (including attorneys' fees) arising out of such claim, whether or not such claim is successful against the University.

3.10 Prevailing Wage Rates on Project Work Site

In accordance with Regents' policy, the selected Respondent shall pay, and shall require all subcontractors at any tier under the selected Respondent's control to pay, laborers, workers and mechanics performing work directly on the Project work site at least the Prevailing Wage Rate, as defined in the Contract.

ATTACHMENT A

Company Profile and Declaration

Respondent must answer all of the following questions and provide all requested information. The University may reject any incomplete Proposal in its sole discretion.

RESPONDENT: WHERE NECESSARY, COPY THE FORMS IN THIS ATTACHMENT. USE ONLY THESE FORMS.

PROJECT NAME: _____

PROJECT NUMBER: _____

SUBMITTED BY: _____

(Respondent Firm Legal Name)

(Name and Title of Officer Signing for Respondent)

(Signature of Officer)

(Contact Name, if different than Officer)

(Street Address)

(City, State, Zip Code)

(Phone Number)

(Facsimile Number)

(E-mail Address)

A 1.0 DECLARATION

I, _____, hereby declare that I am the
(Printed Name)

_____ of _____
(Title) (Name of Firm)

(the "Respondent") submitting this Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above named firm; all information set forth in this Company Profile and Declaration and all attachments hereto are, to the best of my knowledge, true, accurate and complete as of the submission date.

The Respondent further certifies as follows:

A 1.1 This Company Profile and Declaration is submitted as part of Respondent's Proposal (the "Proposal") in response to the Request for Proposal ("RFP") issued by the University of Minnesota (the "University") with respect to the _____

A 1.2 Respondent has carefully examined all RFP Documents and understands all instructions, requirements, specifications, terms and conditions; and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in Respondent's Proposal, and in accordance with the requirements, specifications, terms and conditions of the RFP Documents.

A 1.3 The Proposal is a valid and irrevocable offer that will not be revoked and shall remain open for the University's acceptance for a minimum of 90 days from the Submittal Date and Time shown on the Page 1 of the RFP to allow time for evaluation, negotiation, selection, and any unforeseen delays, and Respondent acknowledges that, if its Proposal is accepted, Respondent shall be bound by all statements, representations, warranties, and guarantees made in its Proposal, including but not limited to, representations as to price, fees and/or rates, performance and financial terms.

A 1.4 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP Documents.

A 1.5 Respondent is in full compliance with all applicable Federal, State and local laws, rules, regulations and ordinances governing its business practices.

A 1.6 All statements, information and representations prepared and submitted in response to the RFP are current, complete, true and accurate. Respondent acknowledges that the University will rely on such statements, information and representations in selecting the selected Respondent, and hereby grants the University permission to contact any persons identified in this Company Profile and Declaration to independently verify the information provided herein.

A 1.7 Submission of Proposal indicates the Respondent's acceptance of the evaluation technique and the Respondent's recognition that some subjective judgments may be made by the University as part of the evaluation.

- A 1.8 No attempt has been made or will be made by the Respondent to induce any other person or firm to not submit a Proposal in response to this RFP.
- A 1.9 No personnel currently employed by the University or under contract to the University participated, directly or indirectly, in any activities related to the preparation of the Respondent's Proposal.
- A 1.10 Respondent has had no contractual relationships with any University personnel in the 12 months immediately prior to the release of the RFP. Respondent has had no contact with University personnel regarding the RFP, the Project, or evaluation of Proposals submitted in response to this RFP. If such contractual relationships exist or contacts have occurred, so state and include a statement identifying in detail the nature and extent of such contractual relationships or contacts and the personnel involved.
- A 1.11 The pricing, rates and fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or with any competitor; and unless otherwise required by law, the prices quoted have not been knowingly disclosed by the Respondent prior to award, either directly or indirectly, to any other Respondent or competitor.
- A 1.12 Respondent has obtained and reviewed a copy of the Contract defined in Attachment D.
- A 1.13 Respondent is not currently disqualified, de-listed or barred from doing business with the University of Minnesota or any federal or state agency. (If Respondent is currently disqualified de-listed or barred, Respondent is disqualified from responding to the RFP.)
- A 1.14 Respondent has visited the site and is familiar with the conditions under which the work will be performed.

This declaration was executed in _____ County, State of _____ on _____, 200__.

(Signature)

Subscribed and sworn to before me, a notary public, this _____ day of _____, 200__.

Notary Public

(Notary Seal/Stamp)

A 2.0 SURETY

Proposed Surety. Respondent proposes to use the following surety to issue payment and performance bonds for the Project:

_____ (Insert Surety Name)

Respondent must submit this Part A2.0 to the University with Respondent’s Proposal, with the Surety Declaration in Section A2.8 signed by an authorized representative of the Proposed Surety.

If Respondent has used the Proposed Surety for less than ten years, list all sureties Respondent has used in the last ten years and indicate the number of years Respondent used such sureties. If Respondent is a joint venture, provide such information for each joint venture partner.

A 2.1 Is the Proposed Surety on the U.S. Treasury Department list of Approved Sureties, as required by the University? (See http://fms.treas.gov/c570/c570_a-z.html.)

_____ Yes _____ No

A 2.2 Is the Proposed Surety authorized to transact insurance business in the State of Minnesota, as required by the University?

_____ Yes _____ No

A 2.3 Is Respondent able to obtain bonding for the Project in the amount of the Contract Sum set forth in the RFP?

_____ Yes _____ No

If No, please explain.

A. 2.4 The University requires that the Proposed Surety be listed by A.M. Best with a rating of A-minus or better.

Indicate A.M. Best Rating: _____

A 2.5 Has any surety paid out any monies on claims on the performance bond issued by a surety for the benefit of an owner arising out of the construction activities of Respondent within the last ten years?

_____ Yes _____ No

If Yes, please explain.

A 2.51 If Respondent is a joint venture, has any surety paid out any monies on claims on the performance bond issued by a surety for the benefit of an owner arising out of the construction activities of any joint venture within the last ten years?

_____ Yes _____ No

If Yes, please explain.

A 2.6 What percentage of Respondent's total bonding capacity would be consumed by the Contract Sum established for this Project?

_____ %

A 2.7 State Respondent's bonding limit per project: \$_____.

A 2.8 State Respondent's total bonding capacity: \$_____.

A 2.9 Surety Declaration

Respondent: have your surety complete and execute this declaration and return it to you for submittal by you to the University with your Proposal. Do not have the surety submit this declaration directly to the University.

The undersigned declares under penalty of perjury that the information provided above, concerning _____ (insert Respondent's legal name) including Respondent's bonding capacity, is true and correct and that this declaration was executed in the County of _____, State of _____ on _____, 200_.

(Signature of Surety Representative)

(Name and Title - Printed or Typed)

Representing

(Name of Proposed Surety)

(Firm Name)

(Address)

(City, State and Zip Code)

(Telephone Number)

(Facsimile Number)

(E-mail Address)

A 3.0 INSURER

Proposed Insurer. Respondent proposes to use the following insurer to issue required insurance policies for the Project:

_____ (Insert Insurer Name)
 (If more than one, submit a separate form of Part A3.0 for each Proposed Insurer).

Respondent must submit this Part A3.0 to the University with Respondent’s Proposal, with the Insurer Declaration in Section A3.5 signed by an authorized representative of the Proposed Insurer.

A 3.1 The University requires that the Proposed Insurer for all required insurance be listed by A.M. Best with a rating of A-VII or better.

Indicate A.M. Best Rating: _____

A 3.2 The University requires that the Respondent maintain insurance in the following limits for the Project, with the University named as additional insured on a primary and non-contributory basis on all liability policies and a minimum 30 day notice of modification, cancellation or non-renewal. (Check Yes or No for all policies to be provided by the Proposed Insurer executing this form.) If Respondent does not maintain all the required insurance, Respondent is disqualified from responding to the RFP.

General Liability*		Yes	No
General Aggregate (per project)	\$5,000,000		
Products/Completed Operations	\$5,000,000		
Personal/Advertising Injury	\$5,000,000		
Each Occurrence	\$5,000,000		
Fire Damage (any one fire)	\$50,000		
Medical Expense (any person or occurrence)	\$5,000		
Automobile Liability*			
Combined Single Limit – Bodily Injury/Property Damage	\$5,000,000		
Worker’s Compensation			
	Statutory		
Employer’s Liability*			
Each Accident	\$5,000,000		
Disease - Policy Limit	\$5,000,000		
Disease - Each Employee	\$5,000,000		
Contractor’s Pollution Liability			
Each Occurrence or Claim	\$2,000,000		
Aggregate	\$2,000,000		

Builder's Risk		
Coverage of University Deductible	\$500,000	

* Respondent may use an Umbrella/Excess policy to supplement or provide the full policy limit specified.

A 3.3 If Respondent is a joint venture, can the joint venture entity itself obtain insurance in the required limits?

_____ Yes _____ No _____ NOT APPLICABLE

A 3.4 As noted in the RFP, the selected Respondent will be fully responsible for the \$500,000.00 deductible under the University's All Risks Policy. Please describe how Respondent will insure this risk:

A 3.5 Insurance Declaration

Respondent: have your insurance carrier complete and execute this declaration and return it to you for submittal by you to the University with your Proposal. Do not have the carrier submit this declaration directly to the University.

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct and that this declaration was executed in the County of _____, State of _____ on _____, 200_.

(Signature)

(Name and Title - Printed or Typed)

Representing

(Insurer Name)

(Firm Name)

(Address)

(City, State and Zip Code)

(Telephone Number)

(Facsimile Number)

(E-mail Address)

A 4.0 Experience in Comparable Projects (scope of work and cost)

A 4.1 Respondent must have successfully completed 5 projects comparable to the Project (scope of work and cost).

A 4.1.1 If the entity submitting this Company Profile is a joint venture, then Joint Venture entity itself must demonstrate the required previous construction experience as a joint venture.

A 4.1.2 Listed projects must have been managed and constructed by the business entity identified in the Company Profile. List projects completed by the team identified in Sections A5.1 and A5.2, if any. Projects completed by present employees of Respondent for former employers are not acceptable.

required.

A 4.2 Intentionally omitted.

A 4.3 Complete and submit the following project data sheet for up to five projects in the following order of importance:

(For this evaluation University of Minnesota projects are more important than other projects. If you have no University of Minnesota project experience, indicate that you have no University of Minnesota project experience.)

University of Minnesota projects in a facility similar to the facility described in this RFP

University of Minnesota projects of similar scope and cost (regardless of facility type)

Non-University projects in a facility similar to the facility described in this RFP

Non-University projects of similar scope and cost (regardless of facility type)

The projects submitted must be comparable to the Project in scope and cost and must have been completed within the last ten years.

Attachment A, Section A4.3: PROJECT DATA SHEET

(A separate sheet must be prepared for each project)

.1 Project Name: _____

.2 Project Location: _____

.3 Project Description: _____

.4 Construction Type: _____

.5 Size (i.e., capacity, tonnage, lineal feet, square feet, etc.): _____

.6 Business Name of Entity that constructed and managed this project: _____

.7 How is this project comparable to the project for which this Project Data Sheet is submitted? _____

.8 Cost of Work at Bid or if applicable, at acceptance of Guaranteed Maximum Price by owner: \$ _____

Cost of Work at Completion: \$ _____

.9 Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by the Architect/Engineer of Record or by written change order:

Document Problems: _____ %

Unforeseen Conditions: _____ %

Owner Generated Scope _____ %

Regulatory Agency: _____ %

Other: _____ %

Explain Other: _____

.10 How many requests for information did your firm submit to the Architect/Engineer of Record with respect to the plans and specifications prepared for the project?

.11 Was construction of the project begun and completed within the last three (3) years?
_____ Yes _____ No

.12 _____ Contract Time at bid/proposal date (or date of owner's acceptance of Guaranteed Maximum Price) (Number of calendar days)

_____ Formally adjusted Contract Time (Number of calendar days; if not adjusted, state "Not Applicable")

_____ Actual Elapsed Time between issuance of Notice to Proceed and date of final completion (Number of calendar days)

If completion did not occur within the Contract Time established at bid/proposal date (or date of owner's acceptance of Guaranteed Maximum Price) or within the formally Adjusted Contract Time, then explain the reason or reasons for the delay:

.13 Were either liquidated damages or actual damages for delay assessed on this project?
_____ Yes _____ No

.14 Did the project have multiple bidding packages?
_____ Yes _____ No

.15 Name of Project Manager: _____

.16 Name of Project Superintendent: _____

.17 Did your firm self-perform any of the work:

_____ Yes _____ No

If yes, please specify the trades your firm self-performed:

.18 Were any Claims* filed on the project?

_____ Yes _____ No

* "Claim" means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, payment of money, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

.19 If Claims were filed on the project, please provide the following details for each Claim*:

- a. Dollar amount of Initial Claim: _____
- b. Source of Claim (e.g. subcontractor, etc.) _____
- c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): _____

.20 Other than for Claims described in response to Item 19, describe the nature and dollar amount of each request or demand made by your firm with respect to the project for payments of sums not specifically included in the Cost of Work or the Contract Sum as permitted by the contract documents, including but not limited to requests for payment of additional costs due to scope changes and requests for equitable adjustments made by your firm with respect to the Cost of the Work, the Contract Sum, or your firm's fee for the project.

.21 Did your firm fail or refuse to perform or complete any of its work it was obligated to complete prior to the date for substantial completion pursuant to the contract documents?

_____ Yes _____ No

If yes, please explain what work was not performed/completed and the reasons therefore:

.22 Did your firm fail or refuse to perform or complete any of punch list items identified by the owner that the owner claimed were your firm's responsibility pursuant to the contract documents?

_____ Yes _____ No

If yes, please explain what punch list items were not performed/completed and the reasons therefore:

.23 Identify up to four constructability issues encountered by your firm on this project and

briefly describe your firm's approach to resolving each of such issues:

.24 Identify the Construction Delivery Method and Services provided for this project by placing an X in the appropriate _____:

_____ Construction Manager at Risk
_____ Preconstruction Phase Services
_____ Construction Phase Services

_____ Construction Manager – Agent
_____ Preconstruction Phase Services
_____ Construction Phase Services

_____ Design / Build
_____ Preconstruction Phase Services
_____ Construction Phase Services

_____ General Contractor
_____ Preconstruction Phase Services
_____ Construction Phase Services

_____ Other – please specify _____
_____ Preconstruction Phase Services
_____ Construction Phase Services

Project Owner Name:	_____
Project Owner Contact:	_____
Project Owner Title:	_____
Project Owner Address:	_____
Project Owner City, State and Zip Code:	_____
Project Owner Telephone Number:	_____
Project Owner Facsimile Number:	_____
Project Owner E-mail Address:	_____
Architect/Engineer of Record:	_____
Architect/Engineer of Record Contact Name:	_____
Architect/Engineer of Record E-mail Address:	_____

Attach additional pages with other pertinent information as necessary, including but not limited to value engineering or cost savings resulting from your involvement in the project or skills or experience gained that are pertinent to the project for which this Proposal is submitted.

.3 Present position/job function within firm: _____

.4 Years in the present position/job function: _____ years

.5 The Project Superintendent named above was assigned to the following comparable projects:

<u>Project Name</u>	<u>Construction Cost</u>
---------------------	--------------------------

a)

b)

c)

.6 The Project Superintendent named above worked on the following projects for which Project Data Sheets are submitted: (Note: if the above designated individual did not work in this capacity on at least two comparable projects for which project data sheets were submitted, provide a project data sheet for two of the projects listed in response to A5.2.5 above.)

a)

b)

c)

A 5.4 TEAM MEMBERS:

Complete the following table with respect to all employees or members of your firm that will be assigned to this Project, their planned responsibilities on the project, the anticipated percentage of time each will devote to the Project, the person's years of experience in the industry and educational experience. Please state whether the person will provide pre-construction and/or construction phase services, whether the person's salary or wages will be included in the Cost of the Work, and if so, the hourly rate that will be charged.

Attachment A, Section A5.4: TEAM MEMBERS

Name of Person and Title of Position	Project Responsibilities	Percent of Time Devoted to Project (%)	Years in Industry	Years with Firm	Educational Experience
(Project Manager)					
(Project Superintendent)					

A 6.0 SAFETY and HEALTH PROGRAM

Contractor Safety Qualification Questionnaire

Complete this section only if your firm does NOT have a 2011 Safety Score on file at the University

Date of Submittal: _____

Specify Type of Contractor: Check all that apply.

- _____ **Construction Manager**
- _____ **General Contractor**
- _____ **Self-Performing General Contractor**
- _____ **Specialty Contractor: Check all that apply.**
 - a. _____ **Electrical**
 - b. _____ **Hazardous Abatement**
 - c. _____ **HVAC**
 - d. _____ **Roofing**
 - e. _____ **Other, Specify:** _____

Company Name: _____

Address: _____

City/State: _____ **Zip Code:** _____

Business Phone: (_____) _____ **Fax:** (_____) _____

As the authorized representative of the company, I certify that the information provided on this contractor safety qualification questionnaire is true and correct. I understand that willful falsification of information may result in debarment or suspension as provided under applicable law.

Authorized Representative: _____
(Print Last, First and MI)

Title: _____

Signature: _____ **Date:** _____

Name of Representative Completing Form: _____

Title: _____ **Business Phone:** (_____) _____

A 6.1 Previous Calendar Year Work Hours in Minnesota: _____

Employee Work Hours Outside of Minnesota: _____

_____ Submit summary certified payroll documentation identifying employee hours worked from company payroll administrator.

A 6.2 Previous Three (3) Calendar Years OSHA 300A Logs

_____ Submit signed and dated OSHA 300A logs for the previous three (3) calendar years for work completed in the State of Minnesota. *Note: If no work was completed in Minnesota during the previous three years, submit information from work outside of Minnesota. If the company has not been in business for the previous three (3) years, submit the signed and dated OSHA 300A logs for the time the company has been in business.*

A 6.3 During the previous three (3) calendar years to the present time, has your company incurred a work related fatality to your work force?

_____ **No**

_____ **Yes. If yes, describe incident(s), date(s) and location of work related fatality(s) on a separate piece of paper and attach to this document.**

A 6.4 Calculate the Previous Calendar Year OSHA Recordable Incident Rate using the following formula: *Note: For Questions A6.4-A6.6, use Minnesota work statistics only. If no work was performed in Minnesota during the previous calendar year, use information from work performed outside of Minnesota.*

$$\frac{\begin{array}{l} \text{Total Number of Recordable} \\ \text{Injuries and Illnesses} \\ \hline \end{array}}{\begin{array}{l} \hline \\ \text{Total Number Hours Worked by} \\ \text{all MN employees} \end{array}} \times 200,000 = \begin{array}{l} \hline \\ \text{Recordable Incident Rate} \end{array}$$

A 6.5 Calculate the Previous Calendar Year OSHA Lost Work Day Incident Rate using the following formula:

$$\frac{\begin{array}{l} \text{Total Number of Recordable} \\ \text{Injuries and Illnesses with Days} \\ \text{Away From Work} \\ \hline \end{array}}{\begin{array}{l} \hline \\ \text{Total Number Hours Worked by} \\ \text{all MN employees} \end{array}} \times 200,000 = \begin{array}{l} \hline \\ \text{Lost Work Day Incident Rate} \end{array}$$

A 6.6 Calculate the Previous Calendar Year Severity Rate using the following formula:

$$\frac{\text{Total Number of Lost Work Days} \times 200,000}{\text{Total Number Hours Worked by all MN employees}} = \text{Severity Rate}$$

A 6.7 Identify your company's Experience Modification Rate (EMR) for the last three (3) years.

Year	_____	EMR	_____
	_____		_____
	_____		_____

_____ Submit EMR documentation from your Insurance Carrier on their letterhead with their representative's name, signature, title and date of document.

A 6.8 Has your company received any regulatory government agency (i.e. OSHA, MPCA, EPA, DOT) citations during the previous three (3) calendar years to the present time regardless of the nature of alleged violation and outcome?

- _____ **No**
- _____ **Yes. If yes, list the total number of citations and the state(s) the citation(s) were issued: _____**

_____ If yes, submit copies of all citations received during the previous three (3) years to present and all official correspondence from the regulatory agency.

A 6.9 Does your company have written safety and health programs and an annual employee safety training plan?

- _____ **No**
- _____ **Yes**

_____ If yes, submit a CD/DVD copy of all your company's written safety and health programs, and annual employee safety training plan.

A 6.10 Does your company require subcontractors to have a written safety program and monitor subcontractor safety performance?

- _____ **No**
- _____ **Yes**

A 6.11 Are your company's field supervisors certified in any accredited safety courses (i.e. OSHA 10 hour Construction Safety, OSHA 30 hour Construction Safety, Asbestos Abatement, First Aid/CPR/AED)?

- No**
 Yes

_____ If yes, submit an alphabetical list by last name of all field supervisors employed in the state of Minnesota by last and first name, title, work location and a copy of their safety related certifications within the past three years.

A 6.12 Does your company staff include safety and health professionals or is an outside safety consultant used?

- No**
 Yes, safety professional(s) are employed by your company.
 Yes. outside safety consultant(s) are used.

_____ If safety professional(s) is an employee of company, submit documentation identifying safety professional(s) name, title, work phone number, credentials (education and safety related certifications within the past five (5) years) and length of employment with company.

_____ If an outside professional safety consultant is used, submit documentation identifying the individual's name, title, employer, work phone number and frequency of use (average number of hours employed on your company's construction projects per month).

A 7.0 DISCIPLINARY HISTORY

A 7.1 If your firm is currently disqualified, de-listed or barred from doing business with the University of Minnesota or any federal or state agency, you are disqualified from responding to this RFP

A 7.2 Has your firm been disqualified, de-listed or barred from doing business with the University of Minnesota or any federal, state, county, or city agency, entity or institution, within the last ten (10) years?

_____ Yes _____ No

If yes, please explain: _____

A 7.2.1 If the entity submitting this Profile is a joint venture, has the joint venture or any member of the joint venture been disqualified, de-listed or barred from doing business with the University of Minnesota or any federal, state, county, or city agency, entity or institution within the last ten (10) years?

_____ Yes _____ No

If yes, please explain: _____

A 8.0 PROJECT APPROACH AND WORK PLAN

A 8.1 Describe your approach to the projects you identified in Section A 4.0, including specifically project supervision, management, scheduling and accounting methods you intend to employ.

A 8.2 Describe your anticipated approach to this project, including specifically project supervision, management, scheduling and accounting methods you intend to employ.

A 8.3 List all permits you expect will be required for each component of the Project:

Permit Required	Project Component	Permitting Authority
_____	_____	_____
_____	_____	_____

A 8.4 Describe any difficulties, challenges or risks your firm foresees in providing services to the University on this Project, how you expect to manage those difficulties, challenges or risks, and what assistance will be required from the University. In particular, address site security, traffic management and other issues related to minimizing disruption on campus while performing the Work.

A 8.5 Describe any value-added special services, product characteristics, or other benefits or advantages that will be afforded to the University in selecting the Respondent for the project.

A 8.6 Identify any concerns you noted in your review of the RFP Documents (as defined in the RFP):

A 8.7 Value Engineering: Describe the process by which your firm performs value engineering so as to achieve an appropriate balance between costs, aesthetics, function and need. Indicate when value engineering occurs in the design and construction process. Provide a sample value engineering report from 1 of the projects listed in Section A4.2. In addition, provide a summary, as to the project to which such report relates, of the value engineering effort, including total number of items presented, total estimated dollar value of the recommendations, total number of accepted items, and total estimated corresponding value of the accepted items.

A 8.8 Cost Model / Estimates: Provide the cost model format used on 1 of the most recent projects identified in Section 4 of this Attachment A and describe how this cost model was developed, the timing of its updates during design and how the final construction cost related to this cost model. Provide the cost model to be used on this Project.

A 8.9 Request for Information ("RFI") and Shop Drawings: Describe your firm's approach to handling RFIs and Shop Drawings to ensure the timeliness of RFIs and Shop

Drawings and the accuracy of Shop Drawings. Provide 2 examples of applicable logs from the two most recent projects provided in Section A4.2.

- A 8.10 Section 4.3.4 of the General Conditions of the Contract describes a process for pursuing claims for "Concealed or Unknown Conditions." Describe proposed alternative method(s) for sharing financial and construction risk and responsibility for "Concealed or Unknown Conditions," if any.

A 9.0 CONTRACT SUM

Complete and attach Attachment D.

A 10.0 SCHEDULE

- A 10.1 Attach a DRAFT Critical Path Method ("CPM") Schedule for the Project and include a written, detailed description of your scheduling logic. The DRAFT 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 would be completed. The DRAFT schedule should describe any and all scheduling assumptions made in developing the schedule.

- A 10.1.1 When preparing the DRAFT CPM schedule, assume the following:

- .1 University project team reviews will occur as required by the current University Standards Distribution Matrix, which can be found as Appendix X on the University Capital Planning and Project Management web site at www.cppm.umn.edu/standards.html. While progress on design can be made during the review periods, reviewers have one week to provide responses.
- .2 Permitting is required for this Project. The University's Project Manager will cooperate in the application for building and other permits. The selected Respondent will be required to obtain and pay for all required permits, assessments, and governmental fees, licenses, and inspections.
- .3 List status meetings.

- A 10.2 State what events or issues could impede your ability to achieve the substantial completion date stated in Section 1.6 of the RFP:

A 10.3 Identify specific strategies to avoid and/or mitigate project construction delays. Provide an estimate of the earliest start date following execution of a Contract and indicate what could delay the start of the Project.

ATTACHMENT B

ADDENDA ACKNOWLEDGMENT REPORT

Project Name: _____

Project Number: _____

From: _____
(Respondent Firm Name and Address)

Submitted to: Regents of the University of Minnesota
Capital Planning & Project Management Purchasing Services
Attention: Chip Foster
400 Donhowe Building
319 - 15th Avenue Southeast
Minneapolis, MN 55455-1082

Respondent acknowledges receipt of the following addenda, and has incorporated the requirements of such addenda into the Proposal (LIST ALL ADDENDA ISSUED FOR THE PROJECT):

No.	Date	No.	Date	No.	Date
No.	Date	No.	Date	No.	Date
No.	Date	No.	Date	No.	Date
No.	Date	No.	Date	No.	Date

Company Name

By: _____

Print Name: _____

Title: _____

ATTACHMENT C-1

**UNIVERSITY DOCUMENT 00658-A-RFP
TARGETED BUSINESS, URBAN COMMUNITY ECONOMIC DEVELOPMENT AND SMALL
BUSINESS QUESTIONNAIRE**

RESPONDENT'S NAME: _____
 ADDRESS: _____
 TELEPHONE NUMBER _____ E-Mail _____
 PROJECT NAME: _____
 UNIVERSITY PROJECT NUMBER: _____
 CAMPUS: _____

Each Respondent shall include this document with Proposal. Responses to the following questions will be scored in accordance with the Targeted Business and Urban Community Development Scoring Guidelines Document 0658-B. Respondents who fail to include Document 00658-A with Proposal will be deemed non-responsive and its Proposal will be rejected.

1. Percent of the Base Bid for this Project that will be subcontracted to Targeted Businesses. _____%

Proposed Targeted Business Names may be provided after award is made, % is required at time of bid.

Name of Targeted Business Enterprises	Type of Work or Supplies	Dollar Amount

2. Percent of Respondent's permanent workforce who are minorities, women or disabled persons. _____%

3. Percent of Respondent's workforce for this Project will be unskilled minorities. _____%

4. Percent of the Respondent's permanent workforce for this Project will be skilled minorities. _____%

5. Percent of the Respondent's workforce for this Project will be women. _____%

6. Respondent has more than 40 full time employees and included a copy of their Equal Employment Opportunity Plan or Affirmative Action Certificate with bid documents. **OR**, Respondent has less than 40 full time employees and included a letter confirming total number of employees for the past two calendar years. Documents are attached / YES _____ NO _____

TARGETED BUSINESS & URBAN COMMUNITY DEVELOPMENT QUESTIONNAIRE

7. In order to describe your efforts to support programs for protected classes as defined by the University's Targeted Business Program and in accordance with Minnesota Statute Section 469.202, complete the following:

Program Name	Location / Neighborhood	Amount of Money Provided (last 12 months)	Amount of Time (hours) Provided (last 12 months)	Number of Job Offers Made to Each Program

NOTE: UNION PARTICIPATION IS NOT AN ACCEPTABLE RESPONSE TO QUESTION #7.

8. Do you anticipate utilizing apprentice or interns from community training programs on this Project?
 Yes _____ No _____ if so, provide details:

Program Name	Discipline	Number of Apprentice	Number of Interns	Projected Hours/Month

MAXIMUM POINTS AVAILABLE: 70

1. A General Contractor having 40 or more points will successfully pass this process and demonstrate its commitment to the University's policies and procedures for Targeted Business inclusion.
2. A Specialty Contractor (i.e., roofing, HVAC, Elevator, etc.) having 30 or more points will successfully pass this process and demonstrate its commitment to the University's Targeted Business Program.
3. A General Contractor proposing on Projects outside of the 7 county metro area having 25 or more points will successfully demonstrate its commitment to the University's policies. If the value of a Project outside of the 7 county metro area is \$5 million or more, Respondent must have a score of 30 or more points to successfully demonstrate its commitment to the University's Targeted Business Program.

END OF DOCUMENT

ATTACHMENT C-2

**TARGETED BUSINESS QUESTIONNAIRE SCORING GUIDELINES
00658-B-RFP**

1. Percent of the **Base Bid** for this project that will be subcontracted to Targeted Businesses?

10.00% & above=	20 Points	
9.00 > 9.99% =	18 Points	
8.00 > 8.99% =	16 Points	
7.00 > 7.99% =	14 Points	
6.00 > 6.99% =	12 Points	
5.00 > 5.99% =	10 Points	
0.01 > 4.99% =	0 Points	_____

2. Percent of Respondent's permanent workforce who are minorities, women or disabled persons?

7.00 > 8.99% =	5 Points	
5.00 > 6.99% =	4 Points	
3.00 > 4.99% =	3 Points	
0.01 > 2.99% =	2 Points	
0%	0 Points	_____

3. Percent of Respondent's workforce for this project will be unskilled minorities.

7.00 > 8.99% =	10 Points	
5.00 > 6.99% =	4 Points	
3.00 > 4.99% =	3 Points	
0.01 > 2.99% =	2 Points	
0%	0 Points	_____

4. Percent of Respondent's workforce for this project will be skilled minorities.

7.00 > 8.99% =	10 Points	
5.00 > 6.99% =	4 Points	
3.00 > 4.99% =	3 Points	
0.01 > 2.99% =	2 Points	
0%	0 Points	_____

5. Percent of Respondent's workforce for this project will be women.

7.00 > 8.99% =	10 Points	
5.00 > 6.99% =	4 Points	
3.00 > 4.99% =	3 Points	
0.01 > 2.99% =	2 Points	
0%	0 Points	_____

6. Respondent included a copy of their Equal Employment Opportunity Plan or Affirmative Action Certificate with bid documents; **OR**, Respondent has less than 40 full time employees and included a letter confirming total number of employees for the past two calendar years.

Yes _____ **5 Points** _____
No _____ 0 Points

7. Respondent has adequately described on Document 658-A efforts to support programs for protected classes as defined by the University's Targeted Business Program and in accordance with Minnesota Statute Section 469.202.

Note: Union Participation is not an acceptable response to question #7.

Yes **5 Points** _____
No 0 Points

8. Respondent has adequately described efforts to include apprentice or interns from community training programs on this project.

Yes **5 Points** _____
No 0 Points

MAXIMUM POINTS AVAILABLE _____ **70** _____

1. A General Contractor having 40 or more points will successfully **pass this process and** demonstrate its commitment to the University's policies and procedures for Targeted Business inclusion.
2. A Specialty Contractor (i.e., roofing, HVAC, Elevator, etc.) having 30 or more points will successfully **pass this process** and demonstrate its commitment to the University's Targeted Business Program.
3. A General Contractor proposing on projects outside of the 7 county metro area having 25 or more points will successfully demonstrate its commitment to the University's policies. If the value of a project outside of the 7 county metro area is \$5 million or more, Respondent must have a score of 30 or more points to successfully demonstrate its commitment to the University's Targeted Business Program.

END OF DOCUMENT

ATTACHMENT D

Pricing

The purpose of this RFP is to select a Respondent to develop one or more PV systems at the Project site. Said services are identified in this RFP and defined in the University's form of Contractor Agreement (http://www.cppm.umn.edu/purchasing/bidding_docs.html) and general conditions, AIA A201- 2007 General Conditions (<http://www.cppm.umn.edu/proposals.html>), together incorporated in this RFP by this reference (the "Contract"). By submitting a proposal, Respondent acknowledges and agrees that it received, read, understands, and shall be bound by and comply with the Contract.

The Lump Sum shall be the fixed, stipulated amount the University will pay, and the selected Proposer will accept, for completing the Work described in the Contract.

	Price	Design kW DC STC	Annual kWh Production
Community Solar Garden			
PPA			
University Ownership			

ATTACHMENT E

Vendor Authorization Form

Please fill out the attached [Vendor Authorization Form](#) with your current information and submit it with the original copy of your proposal. Include a completed IRS

Form W-9 if you are a new vendor to the University, or have not received a purchase order or payment from the University of Minnesota since July 1, 2008.

The IRS Form W-9 is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

ATTACHMENT F
1.0 Specifications

Responding to Requirements Table in Attachment F:

- Other solutions that may provide the University with a better overall solution will be considered below, but **YOU MUST** be very clear if you are proposing something other than the stated requirement.
- List your compliance with each requirement using the legend below. If you enter **V, P** or **O**, you are agreeing that you **DO** comply with this requirement. A response of **S** means you are suggesting a different solution or approach to meet the need. Otherwise, an entry of **"No"** means you do not comply. Any blank answers are assumed to be **"No"** answers.

- V** = Vendor will provide with internal products and services
- P** = Vendor will partner with and manage a 3rd party vendor (describe who 3rd party vendor is)
- S** = Suggesting another solution or approach.
- O** = Optional additional cost
- No** = Vendor cannot meet this requirement

- Provide your responses inline. Provide a thorough description of how your solution fulfills each requirement listed. Do NOT direct us elsewhere for your response. If your response is too voluminous for this grid, include a summary here and include your full, clearly-labeled response in Attachment F1.
- Higher scores will be given for a full description rather than just a yes/no answer.

*asterisk denotes requirement only applies to developers submitting a proposal that includes a University ownership component.

#	Requirement	Compliance (V, P, O, S, No)	Detailed Description (If you respond with "S," note the variance and reasoning here.)
1.1	Engineering - Provide full engineering services for site preparations of the land, improved site access, and the design of all electrical, mechanical and structural systems. Engineers must be registered with the State of Minnesota at the time of this proposal. Shall provide verification and final commissioning of the infrastructure.		

#	Requirement	Compliance (V, P, O, S, No)	Detailed Description (If you respond with "S," note the variance and reasoning here.)
1.2	Installation – Vendor shall install all equipment in this proposal once site preparations are complete. Describe your installation method and how you plan to access the site (considerations for research and safety around wind turbine). Vendor is responsible for providing all installation equipment.		
1.3	Project Management - Provide complete project management services through all phases of the project through customer sign-off. Describe how the project manager will be the dedicated single point of contact for the entire project. Project Manager must lead a bi-weekly status meeting and provide a bi-weekly status report.		
1.4*	Testing - Complete all unit, system, and integration testing of solar photovoltaic provided by vendor in this RFP. Describe your testing procedure.		
1.5	Code Compliance - Site preparation, installation, and all components will meet all University, local, state and federal codes. An additional set of drawings shall be sent to University of Minnesota Codes.		
1.6*	Solar Photovoltaic system – Shall comply with the latest version of the NEC. Vendor shall supply calculated open circuit system voltage for designed system.		
1.7*	Ambient temperature range – Photovoltaic panels shall maintain operation when exposed to temperatures from -40°C to +85°C when mounted in their final positions.		
1.8*	Surge protection – shall be provided for the photovoltaic array and other solar system components in accordance with the component manufacturer(s)' requirements.		
1.9*	Panels – Shall have UL 1703 Certification.		
1.10*	Maintenance/Operation - Simple and easy to maintain design. Installation is to be substantially maintenance-free. Shall provide operation manuals and after complete installation.		

University Project Number:

Attachment F

#	Requirement	Compliance (V, P, O, S, No)	Detailed Description (If you respond with "S," note the variance and reasoning here.)
1.11*	<p>Mounting Hardware –Racking system shall be galvanized steel or aluminum. Shall be an anchored ground mounted system. See Attachment G for soil type information. Shall have a minimum of 30 degrees and a max of 45.5 degrees fixed tilt. 35-40 degrees preferred. Alternate #1 The system shall be ballasted ground mount.</p>		
1.12*	<p>Warranty - The vendor shall obtain a signed document from Johns Manville stating that the proposed system shall not void the manufactures warranty (Most turned in with RFP). Contact _____ Direct line: 303-978-2480 Or 1-800-922-5922 extension 3</p> <p>All fees and inspections must be completed as required by the manufacture.</p> <p>Any component which fails due to defective design, materials or workmanship must be covered by a replacement warranty. The minimum periods for the warranty must be as follows</p> <ul style="list-style-type: none"> ○ 10 year for the inverters. ○ 25 year Power warranty (produces a minimum of 80% of rated power at 25th year of operation) ○ 5 year Limited Product <p>If extended warranty is available state duration and price.</p>		
1.13	<p>Protection – Shall have protection against open circuit, short circuit, and reverse polarity.</p>		
1.14*	<p>Disconnecting means – Shall be connected to switchgear as described in 1.18.</p>		
1.15*	<p>Fault protection - Shall have ground fault detect and arc-fault interruption.</p>		
1.16*	<p>Grounding - All equipment shall be grounded per Latest NEC.</p>		
1.17*	<p>AC Inverters – Shall be high efficiency inverters designed to inject into the distribution network.</p>		

#	Requirement	Compliance (V, P, O, S, No)	Detailed Description (If you respond with "S," note the variance and reasoning here.)
1.18	<p>Interconnect – Shall connect via underground trench to existing switchgear at the wind turbine north of the site.</p> <p>Alternate #2 Connect to grid elsewhere if not cost prohibitive and there is sufficient motive.</p> <p>Alternate #3 Connect above ground due to brownfield considerations.</p>		
1.19*	<p>Certification – All equipment must be UL Listed. Vendor shall be NABCEP certified</p>		
1.20*	<p>Spare Parts – Shall supply one set of spare fuses.</p>		
1.21*	<p>Other - List in the Basis of Design all other site improvements required for a successful, code-compliant implementation of your solution that have been included in the pricing</p>		
1.22	<p>Monitoring System – Shall monitor and record: voltage, amperage, production, generation, load, weather data, wind direction/speed, irradiance. If system requires licensing to operate then provide a minimum of 10 years with initial system. Shall retain historical data. Shall be revenue grade monitoring. Shall have open protocol. Shall be IP addressable or Modbus TCP/IP communication.</p>		
1.23	<p>Clean-up – after substantial complete vendor shall clean-up site. This includes but is not limited to any surplus materials and waste.</p>		
1.24*	<p>Preliminary Drawings (To be turned in with RFP)– Provide cut sheets on all equipment. Provide system/array layout.</p>		
1.25*	<p>As-built Drawings – Provide cut sheets on all equipment. Provide system layout. Provide electrical one-line.</p>		

ATTACHMENT F1

— Additional Information

Additional Information too voluminous to include in Attachment C1 may be added here. Clearly label to which requirement the information pertains.

ATTACHMENT G

RREAL Solar Site Assessment

RREAL performed a Solar Site Assessment of the Project site in conjunction with U of M students. Included in the assessment are areas believed to be suitable for solar development including total area and existing soil conditions.