

MINNESOTA STATE COLLEGES AND UNIVERSITIES



**Anoka-Ramsey Community College
ARCC/CR-19 - College Services and Library Renovation**

REQUEST FOR PROPOSALS (RFP)

For

ARCHITECTURAL AND INTERIOR DESIGN SERVICES

May, 2019

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system, hereinafter referred to as “Minnesota State”, its Board of Trustees, or Anoka-Ramsey Community College (ARCC) to award a contract or complete the proposed project and each reserves the right to cancel this RFQ if it is considered to be in its best interest. Responding vendors must include the required information called for in this RFQ. Minnesota State reserves the right to waive minor informalities, reject a submittal if required information is not provided or is not organized as directed.

Minnesota State also reserves the right to change any provisions in this RFQ by posting notice of the change(s) on Minnesota State’s website, <http://www.minnstate.edu/vendors/index.html> under FACILITIES CONSULTANT & CONTRACTOR OPPORTUNITIES. Anoka-Ramsey Community College also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to reject any and all RFQ responses received.

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Section I. General Information

Minnesota State Colleges and Universities is the fifth-largest system of higher education in the United States. It is comprised of 31 two-year and four-year state colleges and universities with 54 College/University, Campuses located in 47 Minnesota communities. The System serves approximately 400,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is governed by a 15 member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges and state universities into one system, other than the University of Minnesota College/University, Campuses. For more information about Minnesota State Colleges and Universities, please view its website at www.minnstate.edu.

Definitions

Wherever and whenever the following words or their pronouns occur in this RFP, they shall have the meaning given here:

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Anoka-Ramsey & Community College

Minnesota State system office: The central system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota.

Owner: the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Anoka-Ramsey Community College**, Coon Rapids campus.

Responder/Respondent: A firm which replies to this RFP.

Vendor: The firm selected by the college as the successful Responder responsible to execute the terms of a contract.

Nature of RFP

The Minnesota State Colleges and Universities Board of Trustees, on behalf of Anoka-Ramsey Community College hereafter referred to as the "Owner", is soliciting proposals from interested, qualified consultants, and intends to retain a professional consulting firm to provide Architectural/Engineering and Interior Design services, hereafter referred to as the "A/E", to assist with the design and/or construction coordination of the described facilities improvement(s), hereafter referred to as the "Project". This RFP is undertaken by Anoka-Ramsey Community College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

The purpose of this RFP is to evaluate and select an A/E to assist the Owner in the performance of its obligations and enforcement of its rights during the design and/or construction of the ARCC/CR-19 - College Services and Library Renovation located at Anoka-Ramsey Community College, 11200 Mississippi Blvd NW, Coon Rapids, Minnesota 55433.

The A/E shall work with the Owner's appointed Project Manager, the Owner's System Office Program Manager, the Owner's Representative, related consultants and the construction contractor(s) to administer the design and/or construction contract(s) on behalf of the Owner to assure that the Project is designed and constructed in accordance with the Minnesota State Design Standards and the Contract Documents and that the Project is completed on schedule, on budget and to a level of quality commensurate with the Owner's requirements.

Institutional Goals

The mission of Anoka Ramsey Community College is an open door, comprehensive higher education institution committed to excellence in teaching and learning. Anoka Ramsey is committed to responding to the educational needs of its changing communities and to providing opportunities for enhancing knowledge, skills, and values in a supportive environment.

Anoka Ramsey Community College is committed to developing articulate, critical and creative thinkers who are responsible contributors to the community.

We value the success and well-being of our students.

We value access and affordability for our students.

A. Increase the number of students transferring or completing a certificate, diploma, or degree in a timely manner.

B. Equitably increase retention and academic progress.

C. Develop proactive approaches to meet students' changing academic, physical, emotional, and financial needs.

D. Empower students to gain ownership of their academic and personal success.

Promote Academic Excellence

We value excellence in teaching and learning. We value continuous improvement in curriculum and instruction.

We value exploring new pedagogical methods that enhance learner outcomes.

A. Offer rigorous programs of study to meet current and future transfer and workforce expectations.

B. Actively assess that learner outcomes are being met to improve curriculum and instruction.

C. Incorporate inclusive classroom strategies that engage all students.

D. Establish and maintain learning environments and delivery methods that support diverse, state-of-the-art, student-centric learning experiences.

E. Maintain high academic standards and support students to produce quality work.

Foster a Vibrant Culture that Practices Equity and Inclusion

We value a culture of caring and mutual respect for all students and all employees.

We value equity and inclusion campus-wide for all constituents.

We value collaborative leadership and decision making.

We value intellectual curiosity and knowledge growth.

A. Support a welcoming and safe environment for our students and employees.

B. Recruit, hire, and retain diverse faculty and staff that reflect our community and students.

- C. Invest in development opportunities for faculty and staff.
- D. Promote the value of free speech and diverse voices and viewpoints.

Establish a Strong Reputation and Valuable Partnerships

We value strong community partnerships that benefit the success and well-being of our students.
We value the stewardship of physical, financial, and human resources.
We value long-term financial sustainability that incorporates strategic investments.

- A. Build a reputation for excellence within the region and state; and be nationally recognized as leaders in community and technical college education.
- B. Develop systems and curricula that respond expediently to new job skills, training, and career opportunities with community and industry partners.
- C. Enhance relationships with K-12 schools, workforce organizations, and higher education transfer partners to provide educational and career pathways for students.
- D. Promote practices that enhance environmental stewardship, reduce our carbon footprint, and make us a good neighbor in our community.

Project Description

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities (Minnesota State), on behalf of Anoka-Ramsey Community College (ARCC), intends to retain architectural and interior design services to design the Student Services and Library Renovation project.

The College Services and Library renovation project will focus on renovating approximately 28,000 square feet of existing space in College Services and the Library Buildings on the Coon Rapids campus. The project will:

- Create space to support student's needs in the 21st century.
- Increase opportunities for the College to provide a higher level of service to students, faculty, and staff.
- Provide a solid platform for the partnership between student's needs and the available supports services they require.
- Allow ARCC to better serve all students.
- Privacy for our students when seeking college support services.
- Better working environment for faculty and staff.

Key features of the project include:

- A complete remodel of our library with updated technology and learning spaces.
- College Services and office remodel.
- Restroom remodel.
- New technology for better learning environments.

To bring the project within budget, improvements to the North College entrance will likely be deferred.

The project will be constructed in two phases to minimize the overall disruption to the campus. The scope and sequence of each phase will be determined in consultation with the Construction Manager at Risk. The Owner intends to use the CM at Risk project delivery method for this project. This is a change from the project delivery method identified in the predesign.

Project Budget and Fees

The owner desires to limit the total project budget to \$5,000,000. The estimated cost of construction is \$3,600,000. The estimated FF&E budget is \$580,000. The design fee for all Basic and Supplemental Services is estimated to range from 7.0 - 8.0%.

Final total fees will be negotiated with the selected Design Team.

Proposed Milestone Dates

Milestone	Date
Design Development completion	July 15, 2019
Guaranteed Maximum Price submittal	August 1, 2019
Construction Document completion	November 1, 2019
Issue Bid Documents	December 1, 2019
Construction commencement	
Phase 1	January 2020
Phase 2	May 2020
Substantial Completion date	
Phase 1	July 15, 2020
Phase 2	May 15, 2021
Final Completion date	TBD

It is important to the campus to achieve the completion and occupancy dates in the above Project Schedule. Responders to this RFP must be able to execute the project within the timeline shown.

Project Predesign Information

The following documents are available for review at <http://www.minnstate.edu/vendors/index.html> under Facilities Consultant & Contractor Opportunities.

- Pre-design report prepared by Rivera Architects, dated November 1, 2018
- Drawings, dated December 20, 2018 prepared by Rivera Architects.
- Construction estimate, dated December 7, 2018 by Loeffler Construction
- CAD files will be made available to the selected firm for the design progress to date.

Selection Process

In making its selection of the Design Team, the selection committee will consider and score each proposal response using the criteria listed below and assign points for each section. The selection committee includes the Vice President of Finance and Administration, Director of Facilities, Minnesota State Colleges Program Manager. Respondents receiving high proposal evaluation scores may be selected for interviews, however, the campus may select the Design Team based solely on the

contents of the proposals.

Selection and Implementation Timeline

Event	Day	Date and Time
RFP Posting	Wednesday	May 22, 2019
Mandatory Information Meeting	Thursday	May 30, 2019 from 1:00 – 2:00
RFP Questions Due	Monday	June 3, 2019 at 2:00 p.m.
PROPOSALS DUE	Thursday	June 6, 2019 at 2:00 p.m.
Shortlist	Friday	June 7, 2019
Interviews	Thursday	June 13, 2019
Proposed Contract Execution		June 14, 2019

The campus may select the design team based solely on the response to this RFP. Respondents who are short-listed for interviews will be notified by email. While not encouraged by Owner, in case of emergency, unresolvable issues, or schedule conflicts of an interviewing Team member, a substitute Team member may attend the interview.

Anoka-Ramsey Community College desires to enter into a contract with the successful vendor by **June 14, 2019**. If Anoka-Ramsey Community College and the vendor are unable to negotiate and sign a contract by July 1, 2019, then the University reserves the right to seek an alternative vendor.

Mandatory Information Meeting

A **mandatory** information meeting and site visit will be held on **May 30, 2019, at 1:00**, in room **M-211** at Anoka-Ramsey Community College, 11200 Mississippi Blvd NW, Coon Rapids, Minnesota 55433. The meeting will include a review of the scope of work and a brief tour of the proposed project site areas. There will be no additional private tours, meetings or communications outside the provisions in this RFP.

Information Contact

Only one person is authorized to respond to questions regarding this RFP. Questions concerning the project RFP should be referred to Ken Karr, Director of Facilities. **Submit questions by e-mail only to:**

Ken Karr
Director of Facilities
Kenneth.Karr@AnokaRamsey.edu

Questions regarding this RFP must be received no later than **June 3, 2019, at 2:00 p.m.** Only Prime Firms responding to this RFP should send inquiries on behalf of themselves and their sub-consultants.

When emailing questions, please include in the subject line, "RFP questions for Student Services and Library Renovation Project from (firm name)". The Owner anticipates providing answers to such questions via addenda by noon, June 4, 2019. All prospective Respondents shall be responsible for information regarding this project and the RFP, including any addenda to this RFP.

Sample Contract

The successful Respondent will be required to meet all the terms and conditions and execute the most current Minnesota State AIA Document **B133 – 2014**, Standard form of Agreement between Owner and Architect as amended by Minnesota State Colleges and Universities. A sample document is available for review on the Minnesota State website, eManual, version 2.0, Section 4 under the Construction Manager at Risk heading, document CM.30 A/E Standard AIA B133-2014, located at

http://www.minnstate.edu/system/finance/facilities/design-construction/pm_emanual/eManual%20index%20version%202.0.html

Parties to the Contract

Parties to this contract shall be the “State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Anoka-Ramsey Community College” and the successful vendor.

Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract upon seven (7) days written notice, with or without cause.

Section II. Vendor Requirements

Scope of Services

The selected design team shall provide at a minimum the following:

A. General:

- Examine the project’s design documents and balance the program needs for this project with the budget.
- Meet with stakeholders and project partners to evaluate the optimum efficiency of the spaces and to improve overall campus space utilization.
- Evaluate existing buildings’ structural, mechanical, electrical, and telecommunications systems to determine capabilities and design capacities to support the proposed new and renovated building spaces.
- Assist the campus in evaluating construction-phasing options that minimize the disruption of the academic schedule. Clearly communicate design and cost ramifications of the schedule’s impact to allow the campus a complete understanding of the design and schedule decisions.
- Create vibrant, flexible, and collaborative spaces to facilitate the delivery of program services to stakeholders.
- Investigate life cycle costs during the design process. Life cycle cost considerations include but are not limited to: energy efficiency; sustainability; and the maintainability of design, materials, and equipment.
- Meet schedule deadlines, provide accurate cost estimating, and design buildings for ease of constructability. Quality control and complete, accurate and fully coordinated Contract Documents are an important element of the selected Design Team's services.

- All drawings and specifications shall conform to Minnesota State Colleges and Universities Facilities Design Standards and adhere to all applicable building, life safety, and energy codes.
 - The successful vendor shall utilize the Owner's web-based enterprise project management system (EPMS), called e-Builder. This software includes real time Internet visibility of the Project status, coordination, reporting, and a central location for all Project information. The functionality of this software may include, but is not limited to the processing of: Plan Reviews, contracts, Purchase Orders, Change Orders, Invoices, Applications for Payment, and Requests for Information, Submittals and document management related to the Project. Minnesota State will provide and manage a log-in license for the vendor's designated Project representative(s) at no cost to the vendor. Minnesota State will provide initial software training to the vendor's designated Project representative(s) at no cost to the vendor. Except for licenses and initial training, Minnesota State assumes no responsibility for any real or potential costs associated with the use of this software by the vendor.
- B. **Design Development:** Develop and refine the design as prepared by others, to meet Owner's budgeted cost of work. The selected design team will have all documents and files used from the pre-design.
- Using the existing design documents as a basis, revise drawings to meet Owner's budgeted cost of work.
 - Prepare a Design Development Report including Specifications, Drawings, and Cost Estimate as described in the Facilities Design Standards located at <http://www.minnstate.edu/system/finance/facilities/design-construction/resources.html>
 - Participate in Design Technical review at the system office prior to proceeding with Construction Documents.
- C. **Construction Documents:** Prepare drawings and specifications per the Minnesota State Facilities Design Standards, the Minnesota State Reroofing Design Standards Manual, and the Minnesota State Exterior Masonry Design Standards Manual as minimums, all as applicable.
- Include Division 0 documents from the Minnesota State Facilities Web site, prevailing wage rates for the county where the work is to be performed from the Department of Labor and Industry web site, and specification sections using CSI format for roofing, sheet metal, window/curtain wall, masonry, mechanical/electrical, etc. as applicable to the specific Project.
 - Provide technical specifications for each division and section that applies to the project. Include a separate title page with signature block for approval, table of contents, drawing schedule, and division 0 documents not provided by CM.
 - Show existing furniture and equipment being relocated or reused on drawings. Design new furniture and equipment. Prepare performance-based specifications for the Owner's procurement of furniture, fixtures and equipment including classroom furniture and kitchen equipment.
 - All drawings and specifications necessary to convey the exact scope of the work and the full intent of the design.

- D. **Bid & Award:** Coordinate bid dates and times with the campus personnel where the project is located. The CM will advertise the project following Minnesota State's On-Line Bidding procedures via QuestCDN.
- Prepare project documents, upload to e-Builder for the CM to initiate bidding.
 - Attend Pre-bid meeting and provide meeting notes.
 - Prepare addenda for the CM to post as applicable.
 - Provide award recommendations to the Owner.
 - Provide a conformed set of documents to the Owner prior to the Pre-construction meeting.
- E. **Construction Administration:** Pre-construction, Construction (progress), and Pre-Installation Meetings.
- Attend progress meetings. Verify all required permits are obtained by the Contractor. Review and approve submittals, review and approve Contractor's Applications for Payment, initiate construction change directives and change orders, coordinate with campus personnel and campus schedules
 - Verify construction conformance with the Contract Documents.
 - Provide field reports in an electronic format. Coordinate sub-consultant inspections and testing, if applicable.
- F. **Project Closeout:** Conduct inspection(s) for Substantial Completion(s), provide Certificate(s) of Substantial Completion, and written punch list(s). Coordinate and document receipt of warranties, operation and maintenance manuals. Provide record documents as required by the contract. Coordinate Project Final Closeout(s) including verify completion of punch list(s) and final Application for Payment submittal.

Required Consultant Team

- Architect licensed in Minnesota for Architectural Services, as applicable – including architectural design, project management and project scheduling that includes assistance with staging concepts for construction, and construction administration.
- Certified Interior Designer – including interior finishes, fixtures and equipment design
- Structural Engineer
- Mechanical Engineer – to include fire protection and integration of the campus energy management system
- Electrical Engineer
- Cost Estimating – may be provided by prime firm until Guaranteed Maximum Price is established

Services Provided by Others

The Owner may contract directly for, or arrange to provide:

- Commissioning Agent
- Owner's Representative
- Site survey
- Hazardous materials survey, design and abatement, as needed
- Construction testing
- Construction Manager (CM) at Risk for design scope and estimate

Section III. Response Contents and Evaluation

Criteria described below, based upon the point scale, will be used to evaluate Responder's proposals. The evaluation may include requests for additional information, and will focus on the specifics of the Responder's response to the RFP and approach. Proposals will be evaluated by the following criteria:

PASS /FAIL REQUIREMENTS

The Respondent shall:

1. Attend mandatory information meeting
2. Submit RFP response on time
3. Submit Signature Page bearing an original signature of a person with the authority to enter the firm into a contract

FIRM PROFILE – 10 points

For prime firm and each subconsultant firm, provide a brief description including:

- Name and location
- Year established
- Legal status
- Ownership
- Total staff, staffing by discipline, and how many employees are located in Minnesota
- For firms with multiple offices, briefly summarize which office will be the primary firm location, which office will do what parts of the project and how many employees in each office will be working on the project.

PROJECT TEAM – 20 points

List the members of its team that will be assigned to the project, their planned responsibilities on this project, and the anticipated percentage of the time of each to be used during specified portions of the project period. Describe the availability and capacity of the proposed personnel to accomplish the work within the required constraints. This is demonstrated by:

- Organization and work plan of the project team
- Team dynamics, previous experience of the team working together, and leadership style shown in the interview, if applicable
- Stakeholders' perception of the style demonstrated at the interview as well as previous positive working relationships
- Clear communication and engagement with the client
- Appropriate scheduling and cost analysis that maximizes the project's potential
- Ability to advance campus sustainability goals.

Provide a brief statement of the Team's past or present working relationships. Explain how each separate design subconsultant will be utilized (e.g. major role during portions of the design, not participating during construction, etc.). Matrix or chart is suggested. For each Team personnel member, provide:

- Name and position in firm, include name of firm
- Home base (if in a multi-office firm)
- Responsibility on this project
- Years of experience
- Relevant recent experience (note if experience is with another firm)

- Registration – List Minnesota Registration numbers for licensed professionals (include specialty if Professional Engineer)

RELEVANT TEAM EXPERIENCE WITH SIMILAR PROJECTS – 20 points

Provide examples of relevant projects recently completed or in progress including:

- Photographs, sketches and/or plans
- Project name and location
- Brief description (e.g. size, cost, relevance)
- Firm of record indicating the role of each proposed Team member on each relevant project
- Final Substantial Completion date or current status

Relevant project experience is determined by:

- Degree project is similar in building type, size, and scope
- Degree project is related to higher education
- Designed according to Minnesota State Facility Design Standards
- Similar key elements or functions to the proposed project

The Owner may contact the references at its discretion. The Owner reserves the right to refer to its own references at any time during the RFP process.

PROJECT UNDERSTANDING, APPROACH, & METHODOLOGY – 20 points

Describe your understanding of the project, significant issues to be addressed and your *specific* approach to the planning, design and construction process for this project. Address constraints and identify risks you perceive that may affect this proposed project.

Favorable factors are the presentation of a clear and thorough strategy, the identified constraints, risks, and issues, and insights shared by the Design team. Other favorable factor include:

- Accurate cost estimating and designing within a project budget
- Consideration of operational energy efficiency, sustainability, and the maintainability of design, materials, and equipment
- Meeting project milestones
- Quality control and assurance protocols for a complete, accurate and fully coordinated set of contract documents

ABILITY TO DEAL WITH CULTURAL, AESTHETIC, AND ENVIRONMENTAL FACTORS - 10 points

This is demonstrated best with clear photos showing relevant interior and exterior examples. Interior “before and after” examples are encouraged.

COST OF SERVICE – 10 points

Respondents shall propose a lump sum fee in accordance with the proposed contract format. The Architect’s and their subconsultants fees in performance of this contract shall be included in the proposed total lump sum fee. Provide an estimated breakdown and total for all eligible reimbursable expenses, as defined in the proposed contract. Travel and subsistence expenses shall be included in the lump sum fee.

The evaluation for cost of services (excluding reimbursables) will award points according to the lowest fee proposal. The lowest fee proposal will receive the maximum points. Points will be awarded to each of the other proposals by dividing the lowest proposal by each of the other proposal costs. The answer will always be less than 1. Take the answer of the division and multiply by the maximum points. The answer will be the number of points (rounded to the nearest whole number) assigned to the total cost for this Respondent.

UNIQUE QUALIFICATIONS – 10 points

Describe any unique services or qualifications that may benefit the Owner in the execution of the proposed project.

PREFERENCES – 6 points (extra)

In accordance with M.S. 16C.16, the basis of award to a prime firm is that eligible certified targeted group (T.G.), economically disadvantaged (E.D.), and Veteran Owned small businesses will receive a six percent (6%) preference. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract.

Only eligible, verified, small businesses currently listed in the Directory of Certified Targeted Group, Economically Disadvantages and Veteran-Owned Vendors will be eligible for the preference. This directory is located at <http://www.mmd.admin.state.mn.us/mn02001.htm>

Responders interested in becoming a certified vendor or to verify their T.G. eligibility and certification or E.D. certification, should refer to the state of Minnesota, Department of Administration, Office of Equity in Procurement Division website at <https://mn.gov/admin/business/vendor-info/oep/sbcp/>, or call the division's help line at (651) 296-2402.

Section IV. Additional RFP Response and General Contract Requirements

Rights Reserved

Notwithstanding anything to the contrary, the Minnesota State Colleges and Universities, or Anoka-Ramsey Community College reserves the right to:

1. Cancel the Request for Proposal at any time with no cost or penalty to the State.
2. Reject any and all Proposals received in response to this RFP;
3. Disqualify any Responder whose Proposal fails to conform to the requirements of the RFP;
4. Duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
5. Select for contract or for negotiations a Proposal other than that with the lowest cost or the highest evaluation score;
6. Negotiate as to any aspect of the Proposal with the selected Responder,
7. Extend the contract, not to exceed a total contract term of five (5) years;
8. Change any provisions in this RFP by posting notice of the change(s) on Minnesota State's website, <http://www.minnstate.edu/vendors/index.html> under FACILITIES CONSULTANT & CONTRACTOR OPPORTUNITIES; and
9. Waive any non-material deviations from the requirements and procedures of this RFP and waive

informalities contained in the RFP;

All costs incurred in responding to this RFP will be borne by the Responder. This RFP does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest

Attachment A: Affidavit of Non-Collusion

All respondents shall complete Attachment A and submit with their response to this request for qualifications.

Attachment B: Workforce Certification

For all contracts estimated to be in excess of \$100,000, Responders are required to complete the State of Minnesota – Workforce Certificate Information page and return it with the response. The form is available at www.state.mn.us/sdsb , click on "Forms." As required by Minn. R. 5000.3600, "It is hereby agreed between the parties that Minn. Stat. §363A.36 and Minn. R.5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it". A copy of Minn. Stat. § 363.36 and Minn. R.5000.3400 - 5000.3600 are available on the website <http://www.admin.state.mn.us/recs>.

Equal Pay Certification

If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

Insurance Requirements

By submission of a proposal, Responder certifies that it is in compliance with all insurance requirements specified in the proposed sample contract, see Article 2.5.

State Audit

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to Minnesota State and the Legislative Auditor's Office for six (6) years after the termination/expiration of the contract.

Minnesota Government Data Practices Act

All materials in response to this RFP will become the property of the State and will become public record in accordance with Minnesota Statutes 13.591 after the evaluation process is complete. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and

- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The College will not consider the prices submitted by the Respondent to be proprietary or trade secret materials.

Notwithstanding the above, if the State contracting party is a part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

Conflict of Interest

The Respondent must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

Organizational Conflicts of Interest

The Respondent warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, the Responder is unable or potentially unable to render impartial assistance or advice to the State, or the Responder's objectivity in performing the contract work is or might be otherwise impaired, or the Responder has an unfair competitive advantage. The Responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to Brian Yolitz, Associate Vice Chancellor for Facilities, Minnesota State, 30 7th Street East, Suite 350, St. Paul, MN 55101, which must include a description of the action which the Responder has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor (consultant), and the terms "contract," "contractor (consultant)," and "contracting officer" modified appropriately to preserve the State's rights.

Physical and Data Security

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13; and other applicable laws.

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it,

its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of Minnesota State and the Owner.

The vendor shall recognize Minnesota State sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

The vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State and the Owner from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the "Authorized Representative" to be identified in the contract.

Section V. RFP Responses

Response Preparation

Responses must be clear and concise. Responses that are difficult to follow or that do not conform to the RFP format may be rejected.

Quantities

Responders shall submit **three (3)** original RFP response. Responses shall be sealed in mailing envelopes or packages with the Responder's name and address clearly written on the outside.

Hard Copy and Electronic File Copy

All responses shall be stapled only, portrait format, with no plastic. Include an index for easy reference. Insert a tab sheet before each section. Sequentially number all pages. Provide **one (1) electronic copy on a flash drive or other electronic medium in .pdf format**. Do not password protect this document.

Signature Page

Sign and date the Signature page. Signature Page shall be signed by an individual authorized to commit the Respondent to the scope of work proposed. Proof of authority of the person signing shall be furnished upon request.

Format

The format shall be a maximum of 20 pages, not counting the binder cover, cover letter, signature page, index, section divider tab sheets, and required Attachments.

Required Attachments

Provide all the required Attachments identified in Section IV.

Submission

Hard copy responses must be received in the building and at the room as noted in the following address no later than **2:00 pm, June 6, 2019**.

Responses shall be delivered to:

**Ken Karr
Anoka Ramsey Community College, Coon Rapids Campus
College Services Building
Information Desk
11200 Mississippi Blvd
Coon Rapids, MN 55434**

Late responses will not be considered and will be returned to the Responder unopened. E-mailed responses are not a valid submission.

Addenda to the RFP

If appropriate, a change responding to questions or clarifications may be issued by the Owner in the form of addenda to the RFP. Addenda to the RFP will be posted at <http://www.minnstate.edu/vendors/index.html>

It is the responsibility of the Respondent to check for addenda prior to submitting qualifications. No other communications shall amend this RFP.