



MINNESOTA STATE

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Fond du Lac Tribal & Community College

ARCHITECTURAL AND INTERIOR DESIGN SERVICES

REQUEST FOR PROPOSALS (RFP)

for

FDLTCC-18-Maajiigi Project

September 4, 2018

**Minnesota State Colleges and Universities
Request for Proposals for Architectural and Interior Design Services for the
FDLTCC-18 - Maajiigi Project
Fond du Lac Tribal & Community College**

To Minnesota Registered Design Professionals:

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities (Minnesota State), on behalf of Fond du Lac Tribal & Community College (FDLTCC), is seeking a Design Team for the above Project. Proposals from interested firms must be received by **2:00 PM, Monday, September 24, 2018:**

**Name: Mark Bernhardson
Title: Director of Facilities & Physical Plant
Address: Fond du Lac Tribal & Community College
2101 14th Street
Cloquet, MN 55720**

PROPOSALS RECEIVED AFTER THE SUBMISSION DEADLINE WILL NOT BE CONSIDERED.

Questions concerning procedures and questions related to the Project shall be referred to the project contact listed in Item 1.13.

REQUEST FOR PROPOSALS (RFP)
for
Architectural and Interior Design Services

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1.0 GENERAL INFORMATION

The **mission** of Fond du Lac Tribal & Community College is to provide higher education opportunities for its communities in a welcoming, culturally diverse environment.

To achieve this mission Fond du Lac Tribal & Community College will:

- Promote scholarship and academic excellence through transfer and career education, and provide access to higher education by offering developmental education.
- Respectfully promote the language, culture and history of the Anishinaabeg.
- Provide programs which will celebrate the cultural diversity of our community and promote global understanding.
- Promote a sense of personal respect and wellness.
- Provide technological opportunities and experiences, preparing students for the future.
- Provide programs and baccalaureate degrees that fulfill our commitment to American Indian communities, our land grant status, and the union of cultures .

Vision Statement

Fond du Lac Tribal and Community College offers a postsecondary education to honor the past, for those living in the present and dreaming the future, through a spirit of respect, cooperation, and unity.

Core Values

During 2013 and 2014, Fond du Lac Tribal and Community College identified five core values to be used as guiding principles on campus. The core values are:

Respect: Manaaji'idiwin
Integrity: Gwayakwaadiziwin
Stewardship: Ganawenjigewin
Innovation: Maamamiikaajinendamowin
Compassion: Zhawenjigewin

1.01 PROJECT DESCRIPTION

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities (Minnesota State), on behalf of Fond du Lac Tribal & Community College (FDLTCC), intends to retain architectural and interior design services to design the Maajiigi Project at Fond du Lac Tribal & Community College. *Maajiigi* is an Ojibwe word that means “starting to grow.”

This project provides for the understanding of the culture of Fond du Lac Tribal & Community College, the demolition of a decaying modular building, the renovation of interior spaces for the expanding Elementary Teacher Education program, and a new outdoor classroom. The existing main academic building is approximately 155,000 square feet. The original portion opened in 1992 with subsequent additions completed in 2003 and 2007. The project will:

- Create space to support the Elementary Teacher Education program as it expands into a four year degree

- Increase opportunities for community and student engagement
- Provide a solid platform for the partnership between the Fond du Lac Band of Lake Superior Chippewa and Minnesota State, and
- Allow FDLTCC to better serve rural and reservation communities

Key features of the project include:

- Fully functioning kitchen and food shelf
- Remodeled classrooms including new furnishings, ITV, and new storage
- New student lounge area
- Offices
- Outdoor classroom to conduct some of FDLTCC's Environmental Institute's classes (such as animal skinning and hide tanning)

1.02 SCOPE OF SERVICES

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

A. General:

- Develop a project that honors indigenous culture and knowledge, harmonizes with the existing architecture, and supports greater stewardship of campus resources.
- Examine the project's predesign 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. **Schematic Design:** Interview facility personnel at the college campus. Review the original building construction documents (as available from the college), review any water intrusion history, field verify existing conditions, including making destructive test openings (properly patched) of all applicable systems, all conditions and all details.
- Inventory the existing furniture within the project area and assess reuse for this project.
 - Prepare a Schematic Design Report, including a Schematic Design construction cost estimate, prepare minutes from Schematic Design review meetings with campus personnel, code authorities having jurisdiction, and the Minnesota State System Office. The formal Schematic Design Report shall include required sections as described in the Facilities Design Standards located at <http://www.minnstate.edu/system/finance/facilities/design-construction/resources.html>
 - The Consultant must participate in a Schematic Design Technical review at the system office prior to proceeding with Design Development.
 - **The consultant must use the Campus Interior Renewal and Renovation Schematic Design, as prepared by DSGW Architects, as a basis of interior design. This information will be provided to the selected design team.**
- C. **Design Development:** Develop and refine the Schematic Design to further define the size and character of the architectural, interior, mechanical and electrical systems.
- Prepare a Design Development Report including Specifications, Drawings, and Cost Estimate per the Minnesota State Facilities Design Standards.
 - Identify functional requirements of furniture and fully integrate furniture and equipment with architectural and engineering plans.
- D. **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 reroofing and applicable structural, masonry, mechanical, electrical, and asbestos removal work with emphasis on language so that the prescribed quality of all materials, products, components, and workmanship requirements are clear and unambiguous. Include a separate title page with signature block for approval, table of contents, drawing schedule, and division 0 documents.
 - 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.

- An updated construction cost estimate, which includes: Cost per square foot, mechanical and electrical work, masonry work, window replacement work (as applicable), contingency, bid process fees, and estimated inspection and testing fees.
 - All drawings and specifications necessary to convey the exact scope of the work and the full intent of the design.
- E. **Bid & Award:** Coordinate bid dates and times with the campus personnel where the project is located. Advertise Project for bid following Minnesota State On-Line Document Distribution (QuestCDN private interface) procedures.
- Conduct Pre-bid meeting and provide meeting notes. Attend bid opening, provide bid tab and provide award recommendations to the Owner.
 - Prepare and post Bid Document addenda on QuestCDN as applicable. Post bid results to QuestCDN.
- F. **Construction Administration:** Schedule and conduct Pre-construction, Construction (progress), and Pre-Installation Meetings.
- Provide minutes for each meeting. 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.
- G. **Project Closeout:** Conduct inspection(s) for Substantial Completion(s), provide Certificate, and written punch list(s). Coordinate and document receipt of warranties, operation and maintenance manuals. Provide a disk of "As-Built" Record Documents. Coordinate Project Final Closeout(s) including verify completion of punch list(s) and final Application for Payment submittal.

1.03 SPECIAL CONSIDERATIONS

Design Team Requirements:

- A statement that the Prime firm has been in business under current business name or current Federal Employer ID Number for a minimum of 5 years.
- A statement that the Prime firm has worked with each of their subconsultants, if any, on at least one project.
- The Design Team shall provide examples of recently completed similar projects, including innovative design solutions, for review, by the selection committee.
- The Design Team shall demonstrate ability to advance campus sustainability goals.
- A history of meeting schedule deadlines, accurate cost estimating and designing within a project budget are critical criteria for selection of the Design Team. Quality control and complete, accurate and fully coordinated Contract Documents are an important element of the selected Design Team's services.

This project is **not** subject to the State of Minnesota B3 Sustainable Building requirements because the area under renovation does not include mechanical equipment replacement.

1.04 REQUIRED CONSULTANT TEAM

- 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
- Landscape Architect
- 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.
- Food service consultant – including kitchen equipment design and specification
- Cultural Liaison – if not integral to the primary firm, provide an independent consultant to advise on the integration of Native American culture with the project. The response must include a clear description of the consultant’s participation in the project.

1.05 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

1.06 Project Delivery METHOD

The Owner intends to use the Design/Bid/Build (D/B/B) project delivery method for this project.

1.07 PASS/FAIL REQUIREMENTS

The requirements of this section will be assessed on a pass/fail basis. Respondents must “pass” each of the requirements identified below to proceed to the proposal evaluation stage.

- The Proposal must be submitted prior to the deadline at the location indicated herein.
- Respondents shall make affirmative representations of the following on the Transmittal Form attached to this RFP:
 - a. Submittal shall bear an original signature, in ink, of a principal of the Prime Firm.
 - b. A statement that proposal contents are true and accurate to the best knowledge of signatory.
 - c. A statement of commitment to enter into the work promptly, if selected, by engaging the subconsultants, if any, and assigning the persons named in the proposal along with adequate staff to meet requirements of the work.
 - d. A statement indicating that the subconsultants listed, if any, have been contacted and have agreed to be a part of the team.
 - e. A statement indicating that the Prime Firm and the subconsultants, if any, are willing to enter into a contract using the state’s contract forms and agreeing to their terms.

1.08 PROJECT BUDGET/FEES

The 2018 GO bond appropriation is \$1,157,000 to design, renovate, and equip classroom and offices for the elementary education program, renovate kitchen areas, to perform site work to support outdoor learning, and to demolish obsolete modular classroom/office building. The estimated cost of construction is \$665,000. The design fee for full design services is estimate to range from 7.5 - 8.5%.

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

1.09 PROJECT SCHEDULE

Phase	Begin	Complete
Schematic Design	October 2018	December 2018
Design Development	January 2018	February 2018
Construction Documentation	March 2018	April 2019
Bidding	April 2019	May 2019
Construction	May 2019	August 2019

1.10 PROJECT PREDESIGN INFORMATION

A predesign, dated November 15, 2016 as prepared by Bentz/Thompson/Rietow is available for review at <http://www.minnstate.edu/vendors/index.html> under Facilities Consultant & Contractor Opportunities.

1.11 MANDATORY PROJECT INFORMATION MEETING/SITE VISIT

A **mandatory** information meeting and site visit will be held on **Wednesday, September 12, at 1:00 PM**, in room the large conference room at Fond du Lac Tribal & Community College, 2101 14th Street, Cloquet MN 55720. 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 private tours, meetings or communications outside the provisions in this RFP.

1.12 QUESTIONS REGARDING THIS PROJECT

Questions regarding this RFP must be received no later than 5:00 PM, Tuesday, September 18, 2018. Only Prime Firms responding to this RFP should send inquiries on behalf of themselves and their subconsultants.

When emailing questions, please include in the subject line, "RFP questions for Flooring Replacement Project from (firm name)". The Owner anticipates providing answers to such questions via addenda by noon, Wednesday, September 19, 2018. All prospective Respondents shall be responsible for information regarding this project and the RFP, including any addenda to this RFP.

1.13 PROJECT CONTACT

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

Mark Bernhardson
 Director of Facilities & Physical Plant
mbernhar@fdltcc.edu

1.14 DESIGN TEAM SELECTION SCHEDULE

Event	Day	Date and Time
RFP Posting	Tuesday	September 4, 2018
Mandatory Project Meeting	Wednesday	September 12, 2018 at 1:00PM
RFP Questions Due	Tuesday	September 18, 2018, 5:00PM
PROPOSALS DUE	Monday	September 24, 2018 at 2:00 PM
Shortlist	Wednesday	September 26, 2018
Interviews	Thursday	October 4, 2018
Proposed Contract Execution		October 17, 2018

1.15 INTERVIEWS, TEAM CHANGES AND INTERVIEW MATERIALS

Respondents who are short-listed for interviews will be notified by email.

Firms selected for interview may not submit any additional materials to the Owner beyond their original proposal with the exception of the following:

- New Design Team member consultant firm or firm member: An addendum to the original proposal regarding a new Design Team member, subconsultant firm or firm member may be submitted under one of the following conditions:
 - a. If the Team has been awarded another major project since the Request For Proposal due date and the Team member is working on the project awarded, resulting in a conflict.
 - b. If a Team member has left one of the submitting firms since the Request For Proposal due date.
 - c. If a Team member must be removed due to cause.

In such cases, the addendum should include a cover letter of no more than one page explaining cause and attach a resume of no more than one page.

- Interview Presentation Materials: During the interview, Respondent’s presentation materials may be distributed, such as still images from digital models or other dynamic illustrations. Such materials should include only materials to be referenced by the Team during the interview. Teams are encouraged to demonstrate their creativity and insights gained from the project informational meeting.

While not encouraged by the Owner, in cases of emergency, unresolvable issues, or schedule conflicts of an interviewing Team member, a substitute Team member may attend the interview.

1.16 SAMPLE CONTRACT

The successful Respondent will be required to meet all the terms and conditions and execute the Minnesota State AIA Document B101 – **2017**, Standard form of Agreement between Owner and Architect as amended by Minnesota State Colleges and Universities. This document will be available for review on September 21, 2018.

During the interim, a copy of the Minnesota State AIA Document B101- **2007**, is available at the Minnesota State Colleges and Universities Facilities website:

http://www.finance.mnscu.edu/facilities/design-construction/AIA_documents/index.html.

1.17 CONTRACT TERM

Fond du Lac Tribal & Community College desires to enter into a contract with the successful vendor in October of 2018. If Fond du Lac Tribal & Community College and the vendor are unable to negotiate and sign a contract by November 1, 2018, then the University reserves the right to seek an alternative vendor.

1.18 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 Fond du Lac Tribal & Community College” and the successful vendor.

1.19 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.

1.20 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 Fond du Lac Tribal & Community College

College: Fond du Lac Tribal & Community College (FDLTCC)

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.

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

1.21 APPLICABLE LAW

A contract entered into as a result of this RFP shall be governed and interpreted under the laws of the State of Minnesota.

1.22 CONTRACT ASSIGNMENT

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of both parties.

1.23 ENTIRE AGREEMENT

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties, whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

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

1.24 DEVIATIONS AND EXCEPTIONS

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the vendor's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the vendor shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A vendor's failure to raise an issue related to the terms, conditions, specifications or manner of this RFP prior to the proposal submission deadline described shall constitute a full and final waiver of that vendor's right to raise the issue later in any action or proceeding relating to this RFP.

2.0 PROPOSAL FORMAT

2.01 Format

- a. **Five (5) paper hard copies**
- b. 8 ½ X 11, small capacity three ring binder only, portrait format, no plastic dividers or covers
- c. Maximum 20 faces (excluding cover letter, front and back covers, dividers, transmittal form, and attachment forms and certifications)
- d. All pages numbered

- e. Font size no smaller than 10 point
- f. Responders shall follow the order of proposal contents found in Section 3 of this RFP.
- g. In addition, provide one **(1) electronic copy** on media of firm's choice in .pdf format. The file size should be 10 mb or less. Use the reduce file size feature if necessary. The document should be password secured against copying text, images and other content.

3.0 PROPOSAL CONTENTS

3.01 TRANSMITTAL COVER

Firms shall submit one original Transmittal form with their responses. The required form is included with this RFP.

3.02 COVER LETTER

Single face cover letter on letterhead, including a brief overview of the proposal

3.03 INFORMATION ON FIRMS

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.
- For the prime firm - identify if certified as a Targeted Group/Economically Disadvantaged firm.

3.04 PROJECT DESIGN TEAM

1. Provide a brief statement of the Team's past or present working relationships
2. 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)
 - Specifically address the availability of appropriate personnel and their capacity to accomplish the work within the time constraints.
3. 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.

3.05 PROJECT EXPERIENCE

For architectural and interiors firms, please 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

3.06 APPROACH/METHODOLOGY

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 you perceive that may affect this proposed project.

3.07 UNIQUE QUALIFICATIONS

Briefly summarize the Team's unique qualifications for this project.

3.08 FEE PROPOSAL

Respondents shall propose their total lump sum fee in accordance with the proposed contract format. Also state separately an estimated breakdown and total for all eligible reimbursable expenses, as defined in the proposed contract.

Travel and subsistence expenses actually and necessarily incurred by the Architect and their subconsultants in performance of this contract shall be included in the proposed total lump sum fee.

3.09 ADDITIONAL FORMS

One (1) copy of the following forms, with original signatures must be included with the response:

- Attachment 1 - **Affidavit of Non-Collusion** form is completed, signed, and notarized.
- Attachment 2 - **Workforce Certification of Compliance** form is completed and signed.
- An **Organizational Conflicts of Interest** statement is included, if applicable, and
- A **Veteran Owned/Service Disabled Veteran-Owned Firm** form is completed, if applicable

4.0 SELECTION CRITERIA

4.01 GENERAL

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. Respondents receiving high proposal evaluation scores may be selected for interviews. The committee will re-evaluate interviewed designers using the same criteria, to select one final Design Team for contract award. The criteria are inextricably tied to the mission and core values of Fond du Lac Tribal & Community College.

4.02 CRITERIA

(20 points) **I. Qualifications and technical competence in the required fields of design and prior performance** of the Design Team on projects for the state and others. This is demonstrated by:

INTEGRITY

- Experience of the proposed Team on similar projects and by the proposed Team's discussion in the proposal. Provide examples of current and recent higher education construction projects of similar size and scope. Include client contact information.

STEWARDSHIP

- The Design Team shall demonstrate their understanding of the environmental impact of materials and methods. Considerations should include but is not limited to, energy efficiency, sustainability, and the maintainability of design, materials, and equipment.
- A history of constructability, meeting schedule deadlines, accurate cost estimating and designing within a project budget are critical for the selection of a designer.

INNOVATION

- Provide examples of recently related completed projects, within the last five (5) years, including innovative solutions, for review by the selection committee.

(20 points) **II. Leadership, integration and cohesiveness of the proposed Team.** Compatibility between the proposed Team and the project stakeholders, and availability of appropriate personnel and capacity to accomplish the work within the required constraints. This is demonstrated by:

RESPECT

- The organization and work plan of the design team and commitment to assign and support the Team members proposed.
- The Team dynamics, previous experience of the Team working together, and leadership style.
- The stakeholders' perception of the style demonstrated at the interview as well as previous working relationships.
- The team's understanding of FDLTCC culture and its significance.

STEWARDSHIP

- The Team shall demonstrate ability to clearly communicate and engage the client in appropriate scheduling and cost analysis that maximizes the project's potential.

COMPASSION

- The Team shall demonstrate the ability to facilitate consensus building within

- complex organizations.
- The team shall demonstrate the ability to thoughtfully engage varying stakeholders and community partners.

(20 points) **III. Ability to deal with cultural, aesthetic, and environmental design factors.** This is demonstrated best with clear photos showing a variety of cultural influences. Interior “before and after” examples are encouraged.

STEWARDSHIP

- The Team shall demonstrate ability to advance campus sustainability and resilience.

DIVERSITY

- Design team shall include an independent cultural liaison and describe their role and intended contribution to the team.
- Project examples should exhibit welcoming and culturally diverse environments.

(25 points) **IV. The proposed Team's project understanding, the approach/methodology** as it applies to this project, and the constraints and issues affecting this proposed project. This is demonstrated by the Team's proposal and discussion in the interview.

(15 points) **V. Cost of Services**

The Responder shall provide their total fees as described in the Fee Proposal article of this RFP. The evaluation for cost of services (excluding reimbursables) will award points according to the below described points distribution.

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.

VI. Preference - The following factors, if met, may earn the Respondent up to six (6) bonus evaluation points:

- a. If certified as a Targeted Group/Economically Disadvantaged firm. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529, or
- b. If certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time as a Veteran-owned/Service Disabled Veteran-Owned firm. Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

5.0 RIGHTS RESERVED

5.01 GENERAL

Notwithstanding anything to the contrary, the Minnesota State Colleges and Universities (State) reserves the right to:

1. Reject any and all Proposals received in response to this RFP;
 2. Disqualify any Responder whose Proposal fails to conform to the requirements of the RFP;
 3. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
 4. Select for contract or for negotiations a Proposal other than that with the lowest cost or the highest evaluation score;
 5. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP and waive informalities contained in the RFP;
 6. Negotiate as to any aspect of the Proposal with the selected Responder, including asking for a Responder's "Best and Final" offer;
 7. Extend the contract for up to an additional three years, in increments determined by the State, not to exceed a total contract term of five (5) years; and
 8. Cancel the Request for Proposal at any time with no cost or penalty to the State.
- 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.

6.0 CONTRACT REQUIREMENTS

6.01 AFFIDAVIT OF NONCOLLUSION

Each Responder must complete the attached Affidavit of Non-Collusion.

6.02 CONFLICTS OF INTEREST

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

6.03 ORGANIZATIONAL CONFLICTS OF INTEREST

The Responder must include in their proposal a statement warranting 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.

6.04 DISPOSITION OF RESPONSES

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.

6.05 CONTINGENCY FEES PROHIBITED

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

6.06 HUMAN RIGHTS REQUIREMENTS

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>.

6.07 INSURANCE and WORKERS’ COMPENSATION 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.

6.08 VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED FIRM

If certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time as a Veteran owned/Service Disabled Veteran-Owned firm, complete Veteran Preference form found at www.state.mn.us/sdsb , click on "Forms".

7.0 FINANCIAL REQUIREMENTS

In preparing a response, Responders should be aware of the following required Minnesota State contract terms and conditions:

- A. Compensation will be for ALL services performed, unless a specific payment schedule is mutually agreed upon. Minnesota State DOES NOT make regular payments based on the passage of time and only pays for services performed or work delivered AFTER it is accomplished in a satisfactory manner.
- B. Payment is only made after the submission of an authorized and properly itemized invoice.
- C. Travel and subsistence expenses actually and necessarily incurred by the Architect and their primary subconsultants in performance of this contract shall be included in the proposed fee for services.

Transmittal Form
Fond du Lac Tribal & Community College
Maajiigi Program

Date:

Firm Name:
Firm Address:
Phone Number:
Email address:

Contact Person:
Contact Person Direct Phone: Firm
Contact Person Email Address: Firm
Firm Fax Number:

Response includes:

- Transmittal Form**

- Attachment #1 - Affidavit of Non-Collusion**

- Attachment #2 - Workforce Certification of Compliance**

- Cover Letter** (no more than one page)

- (5) Copies of Proposal**

- (1) electronic copy of the proposal**

Proposer certifies that no member of the proposing firm or its subconsultants has discussed this Request for Proposal (RFP) or the project with any member of the requesting agency from the date of publication of this RFP, other than the prescribed communication provisions set forth in the RFP.

Proposer further certifies that no member of the proposing firm or its subconsultants will have any discussions regarding this RFP or project with any member of the requesting agency until after the completion of interviews for this project.

Proposer understands that its proposal will be disqualified if discussions occur with the requesting agency outside the prescribed communications provisions set forth in the RFP.

By signing below, (Name of Firm) agrees:

1. The proposal contents are accurate to the best knowledge of the undersigned.
2. (Name of Firm) is committed to entering into the work promptly, if selected, by engaging the consultants and assigning the persons named in the proposal along with adequate staff to meet the requirements of the work.
3. The consultants listed in this proposal have been contacted and have agreed to be part of the team.
4. The undersigned has read and agrees to the terms of Minnesota State's contract and is willing to sign the contract should it be offered to our firm.

Signature:

Dated:

ATTACHMENT 1

**STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

Attachment 2. Workforce Certification of Compliance

MINNESOTA STATE COLLEGES AND UNIVERSITIES

NOTICE TO CONTRACTORS WORKFORCE CERTIFICATION OF COMPLIANCE

It is hereby agreed between the parties that Minnesota State will require that affirmative action requirements be met by contractors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600. Failure by a contractor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the contract (Minnesota Statutes §363A.36, subdivisions 3 and 4).

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over \$100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over \$100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for four (4) years. For additional information, contact the Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, MN 55155.

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$150.00 fee for each Certificate of Compliance issued. A business or firm must submit its affirmative action plan along with a cashier's check or money order in the amount of \$150.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, Freeman Building, 625 Robert Street North, Saint Paul MN 55155.

STATE OF MINNESOTA –WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For Assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/> TC Metro: 651-539-1095 Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us TTY: 651-296-1283

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS
WORKFORCE CERTIFICATION OF COMPLIANCE**

The amended Minnesota Human Rights Act (Minnesota Statutes §363A.36) divides the contract compliance program into two categories. Both categories apply to any contracts for goods or services in excess of \$100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an affirmative action plan to the Commissioner of the Department of Human Rights prior to the due date and time of the response and must have received a Certificate of Compliance prior to execution of the contract or agreement.

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to Minnesota State that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 625 Robert Street North, Saint Paul MN 55155; Voice: 651-296-5663; Toll Free: 800-657-3704; TTY: 651-296-1283.

Minnesota State is under no obligation to delay the award or the execution of a contract until a vendor has completed the Human Rights certification process. It is the sole responsibility of the vendor to apply for and obtain a Human Rights certificate prior to contract execution.

It is hereby agreed between the parties that Minnesota State will require affirmative action requirements be met by vendors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600.

Under the Minnesota Human Rights Act, §363A.36, subdivision 1, no department or agency of the state shall execute an order in excess of \$100,000 with any business within the State of Minnesota having more than 40 full-time employees in a single working day during the previous 12 months unless the firm or business has an affirmative action plan for the employment of minority persons, women, and the disabled that has been approved the Commissioner of Human Rights. Receipt of a Certificate of Compliance issued by the Commissioner shall signify that a firm or business has an affirmative action plan approved by the Commissioner.

Failure by the vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statutes §363A.36, subdivisions 3 and 4). A certificate is valid for a period of four (4) years.