

# MINNESOTA STATE COLLEGES AND UNIVERSITIES



## North Hennepin Community College

### Campus Center Envelope Restoration

REQUEST FOR PROPOSAL (RFP)  
FOR  
ARCHITECTURE/ENGINEERING SERVICES  
SEPTEMBER 13, 2018

**SPECIAL NOTE:** This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or *North Hennepin Community College* to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding CONSULTANTS must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on: <http://minnstate.edu/system/finance/facilities/index.html>, *Minnesota State - Facilities*. For this RFP, posting on the captioned web site above constitutes written notification to each CONSULTANT. CONSULTANTS should check the site daily and are expected to review information on the site carefully before submitting a final proposal. Addendum to the RFP will be available on Minnesota State's website. Consultants must acknowledge any addendum when submitting a proposal. Failure to acknowledge any addendum may result in rejection of Consultant's RFP response.

**REQUEST FOR PROPOSAL (RFP)  
FOR  
ARCHITECT/ENGINEERING SERVICES**

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## **Section I. General Information**

### **Background**

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 campuses located in 47 Minnesota communities. The System serves approximately 430,000 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 campuses. For more information about Minnesota State Colleges and Universities, please view its website at [Minnesota State - Minnesota State Colleges and Universities](#).

North Hennepin Community College, located in Brooklyn Park, serves approximately 4,200 students in 42 programs. Their mission “Engaging Students, Changing Lives” drives the work on campus to focus on helping students meet their academic goals and succeed in their chosen profession. The Campus Center Building is an important building on campus and the college is pleased to be addressing the building envelope issues with this project.

### **Nature of RFP**

The Minnesota State Board of Trustees, on behalf of *North Hennepin Community College*, hereafter referred to as the “Owner”, intends to retain a professional consulting firm to provide *Architectural and Engineering Services* to assist with the design and construction coordination of the Campus Center Envelope Repairs project, hereafter referred to as the “Project”. This RFP is undertaken by *North Hennepin Community College* pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

*North Hennepin Community College* is requesting proposals to develop plans and specifications for restoration of failed building envelope problems on the Campus Center building. Building Envelope restoration includes replacement of failed curtain walls and windows, deteriorated exterior masonry, and related exterior site repair.

Minnesota State will select the vendor whose proposal demonstrates the capability to best fulfill the purposes of this RFP. Minnesota State reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary to serve the best interests of North Hennepin Community College. This RFP will not obligate North Hennepin Community College to award a contract or complete the proposed project and Minnesota State reserves the right to cancel this RFP if this action is considered to be in Minnesota State’s best interest.

### **Purpose of this Request for Proposal**

The purpose of this Request for Proposal (RFP) is to evaluate and select an *Architectural and Engineering Consultant* to assist the Owner in the performance of its obligations and enforcement of its rights during the design and/or construction of the *Campus Center Envelope Restoration project* located at *North Hennepin Community College, Brooklyn Park, Minnesota*. The design team shall work with the Owner’s appointed Project Manager, the Owner’s System Office Program Manager, and related consultants and the construction contractor(s) to administer the design and/or construction contract(s) on behalf of the Owner to assure the Project is designed and constructed in accordance with the

Minnesota State Design Standards and the Contract Documents and the Project is completed on schedule, on budget and to a level of quality commensurate with the Owner's requirements.

*Architectural and Engineering Services* shall be provided more specifically as described in Section III, and also as referenced in the most current versions of the following documents:

- Owner's standard General Conditions of the Contract for Construction (AIA Document A201, as amended by the Owner)
- Architect/Engineer-Owner contract, Standard Form of Agreement Between Owner and Architect, (AIA Document B101, as amended by the Owner).

### **Project Information**

The Campus Center Envelope Restoration project is anticipated to be a one-phase construction project. The Owner intends to use the Design/Bid/Build (D/B/B) project delivery method for this project.

As described in the Pre-Design Study, the Campus Center building is a two-story brick and cast-in-place concrete structure with aluminum storefront in punched style openings at grade level and aluminum ribbon windows at the second level. Verification of the conditions indicated in the report and any further subsequent deterioration needs to be identified in the Schematic Design phase.

The scope of the work includes replacing existing aluminum window systems at the first and second floors. North and South entry doors and interior vestibule doors will also be replaced along with replacement of the handicap actuators. The windows will be replaced with curtain wall to match the existing window aesthetic.

Broken, cracked and deteriorated brick will be replaced with tuck pointing for the failed mortar joints. This will prevent further water intrusion into the building.

The exterior concrete wall panels and waffle slab are in need of select repair and repainting. Repair also needed at second floor window perimeter. Replace sealant joints. Existing lap siding needs to be repaired and repainted. Provide for new elastomeric coating at stucco fascia and soffits.

Site work includes sidewalk patching and sealing and replacement of deteriorated brick planters and trees at building corners.

### **Project Pre-Design Information**

This scope is based on the Updated Pre-Design study conducted by Inspec and issued on February 20, 2018. A link to the Pre-Design Report can be found with this solicitation. The Owner believes that hazardous materials are not present in this area, so there is no existing facility survey to include.

The Owner has several questions related to the assumptions described in the Pre-Design Report, so the selected team is being allocated an additional two weeks in the Schematic Design schedule to verify Pre-Design information and discuss concerns with the Owner related to the project scope.

### **Project Budget and Fees**

The estimated construction cost is \$ 1,330,500.00. This cost includes building and site construction, hazardous materials abatement, and contingency.

The estimated total Project cost is \$ 1,450,000.00. This cost includes: all professional consultants, Architect/Engineer and Owner’s Representative fees, site investigations and surveys, hazardous materials removals design, construction cost, project management and fees, construction inspection and testing, furniture, fixtures and equipment, contingencies, art and inflation factors.

CONSULTANT should include all mileage, meals and standard printing reimbursables in the base fee. Reimbursement for fees paid for securing approval of authorities having jurisdiction, Minnesota State’s additional requested printing beyond standard review sets as described in Minnesota State Design Standards, renderings, models and presentation materials shall be in addition to this agreement.

Final contract amount will be negotiated with the selected CONSULTANT. .

**Proposed Project Schedule**

Phase	Begin	Complete (*Incl 2 week Owner Review)
Schematic Design (8 weeks)	October 15, 2018	*December 28, 2018
Design Development (4 weeks)	January 7, 2019	February 1, 2019
Construction Documentation (6 weeks to 95%)	February 4, 2019	March 15, 2019
Owner Final Review	March 18, 2019	March 29, 2019
Bid and Award	April 1, 2019	April 30, 2019
Construction	May 1, 2019	August 23, 2019
Close-out	October, 2019	

There is a desire to improve the above schedule, if possible, to get ahead on long-lead time items like the curtain wall. This possibility will be confirmed with the selected consultant prior to the start of the work.

**Mandatory Informational Project Meeting**

Minnesota State will hold a **mandatory** pre-proposal conference on **Thursday, September 20th at 1:00 PM, C.T.** in Room ES01 of the Educational Building at **NORTH HENNEPIN COMMUNITY COLLEGE, 7411 85<sup>TH</sup> AVENUE NORTH, BROOKLYN PARK, MN 55445**. All potential or interested responders are required to attend the conference. There are several Visitor’s parking spots available in front of the Education Building but allow extra time to check-in at the Visitor’s desk to obtain a parking permit. Room ES01 is located to the left as you enter the main entrance doors. Tours of the College Center building will follow the information meeting.

**Project Information Contact**

**North Hennepin Community College’s** agent for purposes of responding to inquiries about the RFP is:

Name: Stephen Kent  
 Title: Vice President of Finance and Facilities

Address: 7411 85<sup>th</sup> Avenue North, Brooklyn Park, MN 55445  
Telephone: (763) 424-0817  
E-mail address: skent@nhcc.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and *North Hennepin Community College* shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must be e-mailed to the above e-mail address by the date required. Include the text "Building Envelope RFP question" in the subject header and include the name of the questioner and his/her telephone number and/or e-mail address. Anonymous inquiries will not be answered.

## **Section II. Contract**

### **Contract & Contract Term**

The successful vendor will be required to meet all the terms and conditions and execute the current AIA Document B101 – Standard form of Agreement Between Architect and Owner, as amended by Minnesota State. A copy of the AIA Document B101 is posted on the Minnesota State Facilities Division unpublished website:

[http://www.minnstate.edu/system/finance/facilities/design-construction/AIA\\_documents/index.html](http://www.minnstate.edu/system/finance/facilities/design-construction/AIA_documents/index.html).

North Hennepin Community College desires to enter into a contract with the successful vendor in September, 2018. The length of such contract will be approximately two (2) years.

### **Parties to the Contract**

Parties to this contract will be the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Dakota County Technical 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 in accordance with the contract terms and conditions.

### **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.

### **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 Minnesota State.

### **Contract and Review**

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. The design team scope of services will

be based upon the Minnesota State Colleges and Universities AIA Architect/Engineer-Owner Contract B101, as amended by the Owner. The Contract includes an Attachment Letter, which will be modified to incorporate the scope of the Project and the negotiated fees. The successful Respondent will be required to enter into this contract. All previous communications between the parties whether oral or written, with reference to the subject matter of this contract are void and superseded.

***Respondents shall include a statement in their proposal that they have reviewed the sample contract, and have no objections to signing the contract. If Respondent takes exception to any term or condition in this document, clearly reference in your proposal the section number of the term or condition and, describe the proposed exception or deviation.***

### **Deviations and Exceptions**

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

### **Duration of Offer**

All proposal responses must indicate they are valid for a minimum of thirty (30) calendar days from the date of the proposal opening unless extended by mutual written agreement between [North Hennepin Community College](#) and the Respondent. Prices and terms of the proposal as stated must be valid for the length of the resulting Purchase Order.

### **Authorized Signature**

The proposal must be completed and signed in the firm's name or corporate name of the Respondent, and must be fully and properly executed and signed in blue or black ink by an authorized representative of the Respondent.

### **Proposal Rejection and Waiver of Informalities**

This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or [North Hennepin Community College](#) to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. [North Hennepin Community College](#) also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

1. reject any and all proposals received in response to this RFP;
2. select a proposal for contract negotiation other than the one with the lowest cost;
3. negotiate any aspect of the proposal with any CONSULTANT;
4. terminate negotiations and select the next most responsive CONSULTANT for contract negotiations;
5. terminate negotiations and prepare and release a new RFP;
6. terminate negotiations and take such action as deemed appropriate.



### **Section III. Scope of Services**

Before submission of a proposal in response to this Request for Proposals (RFP), all Respondents shall review and become completely familiar with the following documents including, but not limited to:

- A. Minnesota State Colleges and Universities Facilities Design Standards, 7<sup>th</sup> Edition, dated October 5, 2017, available at: <http://www.minnstate.edu/system/finance/facilities/design-construction/resources.html>
- B. Minnesota State Colleges and Universities Exterior Masonry Design Standards Manual, Second Edition, dated September, 2017 located at link above.
- C. Project Management e-Manual Documents, in particular Project Phases Schematic Design (SD) through Project Closeout (PC) and Bid Documents Division 00 Specifications, available: [http://www.minnstate.edu/system/finance/facilities/design-construction/pm\\_emanual/index.html](http://www.minnstate.edu/system/finance/facilities/design-construction/pm_emanual/index.html).
- D. Project Predesign Information.
- E. E-Builder project management software. The project will be managed through e-Builder. Training will be available as requested and required for the project.
- F. All applicable building, life safety and energy codes
- G. ADA regulations
- H. State of Minnesota Sustainable Building Guidelines (B3 – MSBG 2030) for reference only. This is not a project that requires the B3 tracking process.

The selected design team shall provide a scope of services in accordance with the proposed contract, including, but not limited to the following:

#### **Tasks:**

- Provide a comprehensive scope of architectural and engineering services, as needed to complete the project, from validating the Pre-Design through project Close-Out phases.
- Meet with project stakeholders
- Project scope verification
- Work with Owner's specialty consultant(s) for the window and curtain wall design and details.
- Investigate existing site and building conditions, including photographic documentation of applicable existing conditions and providing this information to the Owner.
- Assist in evaluating staging aspects to minimize disruptions caused by the project's schedule including planning for and expediting the curtain wall and window production and installation to minimize disruption to campus operations.
- Field observations and existing drawing review
- Communicate with project team
- Project status updates & coordination meetings
- Respond to Owner review comments when provided
- Design documents, complying with Minnesota State Design Standards
- Recommend paths for regulatory compliance
- Site & Construction Inspections
- Project coordination
- Bidding coordination in support of Campus Project Manager
- Coordinate Pre-Construction and bi-weekly construction meetings
- Construction administration
- Facilitate project close-out

#### **Deliverables:**

- Drawings for each phase of project development
- Specifications

- Cost Estimate for each phase as required in Minnesota State Design Standards: <http://www.minnstate.edu/system/finance/facilities/design-construction/resources.html>
- Development of a construction schedule in design
- Meeting minutes

Other tasks as needed to design and complete the full project as defined in the project Pre-Design.

### **Additional Design Team Special Considerations**

The design team shall have applicable prior experience in the investigation, design and construction of similar projects, in a college setting. The firm shall provide examples of current and recent higher education facilities' masonry; waterproofing and window systems design experience. The design team shall have proven experience in working with college facilities personnel and departments and a familiarity with Minnesota State Design Standards.

Quality control and complete, accurate and fully coordinated contract documents are an important element of the selected design team's services.

The design team shall provide examples of recently completed projects for review by the selection committee. The design team shall provide a list of clients and involved contractors for similar projects done within the last three years.

The design team shall also:

1. Provide 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.
2. Demonstrate prior experience with similar restoration projects.
3. A statement that the Prime firm has worked with each of their sub-consultants, 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
4. Include the field verification of existing conditions, structures and building systems in their scope of basic services.
5. Demonstrate ability to advance campus sustainability goals.
6. Show a history of meeting schedule deadlines, accurate cost estimating and designing within a project budget, which 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.

### **Owner-Provided Services**

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

- Hazardous materials survey, design and abatement, as needed
- Curtain wall design review and testing consultant
- Construction materials and systems testing and inspection

### **Enterprise Project Management Software (e-Builder)**

The Respondent shall use Minnesota State Colleges & Universities (Minnesota State's) internet-based Enterprise Project Management System (EPMS) during the entire Project. The selected system is based upon software created by the firm, "e-Builder". The functionality of this software includes, but is not limited to the filing and/or processing of the following (based on project role):

- Purchase orders and other commitments
- Project correspondence and meeting minutes
- Cost estimates

- Schedules
- Design phase submittals, reviews and approvals
- Bidding and construction documents
- Bids, bid tabulations, evaluations and recommendations
- Construction contract modifications, including Requests For Information (RFIs), Supplemental Instructions (SIs), Proposal Requests (PRs), Construction Change Directives (CCDs), and Change Orders (COs)
- Invoices and Applications for Payment and other financial correspondence
- Submittals, including construction schedules, product data, shop drawings, and samples
- Closeout documents, and
- other Project related information

Minnesota State will provide the Respondent and sub-consultants with login access and initial software training for the selected Project representative(s) at no cost. Except for licenses and initial training, Minnesota State assumes no responsibility for any real or potential costs associated with the use of the EPMS by the Respondent and the project participants.

- Additional e-Builder training or participation in e-Builder user-group meetings or attendance in Facility Design Standards Seminars is required after the CONSULTANT is hired and receives a Purchase Order for professional services.

#### **Section IV. Selection and Response Evaluation**

##### **Selection Process**

Accordingly, *North Hennepin Community College* shall select the Respondent(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in *North Hennepin Community College's* sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. *North Hennepin Community College* reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of *North Hennepin Community College*. This RFP shall not obligate the *North Hennepin Community College* to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.

##### **Selection and Implementation Timeline**

September 13, 2018	Publish RFP notice on Minnesota State Web-site
September 20, 2018 1 p.m.	Conduct Mandatory Informational Project Meeting, Education Bldg ES01
September 21, 2018 5 p.m.	Deadline for e-mailed questions
September 24, 2018, 4 p.m.	Answers to questions will be posted as an Addendum to the RFP
September 27, 2018, 2 p.m.	Deadline for RFP proposal submissions
September 28, 2018	Review RFP proposals and complete selection process
October 12, 2018	Contract executed

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.

*North Hennepin Community College* does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the “Selection and Implementation Timeline” above.

A proposal may be rejected if it is determined that a Respondent’s ability to work with the existing infrastructure will be too limited or difficult to manage.

### **Selection Criteria**

General criteria upon which proposals will be evaluated include, but are not limited to, the following:

#### **A. PASS /FAIL REQUIREMENTS:**

- 1.) Responder’s proposal must be submitted on time.
- 2.) A representative of the Responder’s Firm must have attended the mandatory meeting and shall so state in the affirmative statements.

#### **B. STAFFING - 25 points**

The Respondent will 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. The Respondent will attach summary resumes of all team members, stating the years of each with the company, as well as qualifications and special expertise, including specific experience with projects similar to the one that is the subject of this RFP. Highlight individual experience if performed under a previous firm. Factors favorable to a Respondent are the assignment of experienced and highly qualified team members with substantial expertise on similar projects.

#### **C. RELEVANT TEAM EXPERIENCE WITH SIMILAR PROJECTS - 30 points**

The Respondent will provide a brief summary (six pages maximum) of experience with projects of similar nature and scope to the project, specifically stating project description, scale and complexity, and geographic location of each. The summary should include the following:

- A. Similar projects at colleges and universities, 2010 to present. Include the project budget, brief description, scale and complexity of each.
- B. The members of your proposed team for the present project that worked on the previous project and in what capacity.
- C. Non-Minnesota State projects completed 2010 to present. The Respondent shall provide as to these projects the name of the Owner and the name of an Owner’s contact person with phone number and email address. The Owner reserves the right to independently obtain confirmation of the Respondent’s information from such Owners.

#### **D. DESCRIPTION OF SERVICES: PROJECT APPROACH, METHODOLOGY, AND UNDERSTANDING -25 points**

The Respondent should describe its understanding of the project and its approach and methodology. Describe the anticipated difficulties or challenges in providing services to the Owner on this project, how it expects to manage those difficulties or challenges, and what assistance it requires from the Owner for

such management. Additionally, the Respondent should describe any special services or generally other benefit or advantage to the Owner in selecting the Respondent for the project.

#### **E. FEE - 20 points**

Provide a lump sum fee for all basic and additional services. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Respondent in performance of this contract shall be included in the Respondent's lump sum fee. Do not itemize travel, meals or other miscellaneous expenses; provide a lump sum fee. Do not attach any additional terms or conditions to your response.

The lowest base cost 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 Responder.

- Here is an example: The maximum points awarded for price is: 30. The lowest proposed price is \$100. That Proposal receives 30 points. The second lowest price is \$125. Divide \$100 by \$125. This equals .8. Multiply  $.8 \times 30 = 24$ . 24 is the number of points to be awarded to that Proposal. The third Proposal is \$140. Divide \$100 by \$140. This equals .71. Multiply  $.71 \times 30 = 21.3$  (round to the nearest whole number). 21 is the number of points to be awarded to that Proposal.

#### **F. PREFERENCES - (extra points)**

Preferences to Targeted Group and Economically Disadvantaged Business and Individuals or Veteran-owned/Service Disabled Veteran-Owned business and individuals will be awarded based on the most current Purchasing Policy of the Minnesota Department of Administration. A copy of this policy, GEN.20 Applying Vendor Preferences, can be found at [http://www.minnstate.edu/system/finance/facilities/design-construction/pm\\_emanual/index.html](http://www.minnstate.edu/system/finance/facilities/design-construction/pm_emanual/index.html)

### **Section V. Other Provisions**

#### **Affidavit of Non-Collusion**

All Respondents shall complete Exhibit A, the Affidavit of Non-Collusion, and submit it with their proposal.

#### **Human Rights Requirements**

For all contracts estimated to be in excess of \$100,000, all responding vendors shall complete Exhibit B, the Human Rights Certification Information and Affirmative Action Data Page, and submit it with their proposal. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 680 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

#### **Insurance Requirements**

A. The selected vendor will be required to submit a Certificate of Insurance to the Owners' authorized representative prior to execution of the contract. The selected vendor shall not commence work under the contract until they have obtained all the insurance described below and the Owner has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

B. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:

a. Workers' Compensation Insurance: The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts CONSULTANT from Workers' Compensation insurance or if the CONSULTANT has no employees in the State of Minnesota, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements.

If during the course of the contract the CONSULTANT becomes eligible for Workers' Compensation, the CONSULTANT must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

b. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

\$2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Products and Completed Operations Liability

Blanket Contractual Liability

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University (Bemidji State University), the State of Minnesota, officers and employees of the State of Minnesota, named as an Additional Insured, to the extent permitted by law.

C. Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL) for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

Additional Insurance Conditions:

- CONSULTANT's policy(ies) shall be primary insurance to any other valid and collectible insurance available to MnSCU with respect to any claim arising out of CONSULTANT's performance under this contract;
- If CONSULTANT receives a cancellation notice from an insurance carrier affording coverage herein, CONSULTANT agrees to notify the Owner in accordance with the policy provisions with a copy of the cancellation notice, unless CONSULTANT's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without advanced written notice to the Owner in accordance with the policy provisions;
- CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles;
- If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached;
- CONSULTANT's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability insurance above;
- CONSULTANT shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the CONSULTANT's policy limits to satisfy the full policy limits required by the Contract.

The Owner reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection by the Owner and copies of policies must be submitted to the Owner's authorized representative upon written request.

### **State Audit**

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) shall 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**

The vendor shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the Office of the Chancellor in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed and an award decision made. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor shall:

- mark clearly 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;
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State of Minnesota, Minnesota State, its agents and employees, from any judgments or damages awarded against the State or Minnesota State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives

Minnesota State's award of a contract. In submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

Responses to this RFP will not be open for public review until Minnesota State decides to pursue a contract and that contract is fully executed.

### **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 <http://www.mmd.admin.state.mn.us/veterans.htm> .

### **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 it is contemplated in this Request for Proposal. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

### **Standard of Care**

The standard of care for all professional architectural, engineering and related services performed or furnished by the Respondent under this RFP will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality.

## **Section VI. RFP Responses**

### **Submission**

Sealed proposals must be received at the following address not later than **2:00 p.m., Thursday, September 27<sup>th</sup>, 2018**. They can be either hand-delivered to the campus finance office of Melanie Moua, on behalf of Stephen Kent, or sent via UPS or FedEx where they will be time stamped in the receiving area.

Institution:	North Hennepin Community College
Name:	Stephen Kent
Title:	Vice President of Finance and Facilities
Mailing Address:	7411 85 <sup>th</sup> Avenue North, Brooklyn Park, MN 55445
E-Mail Address:	<a href="mailto:skent@nhcc.edu">skent@nhcc.edu</a>

The responder shall submit **(1)** physical copy, signed, of its RFP response. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. In addition, email a copy of the RFP response in PDF format to the contact listed above after the due date and time.

Proposals received after this date and time will be returned to the responder unopened.



Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of "white out" is considered an alteration.

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

**NOTICE TO CONTRACTORS  
AFFIRMATIVE ACTION  
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 – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

#### **BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR) –or–
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

#### **BOX B – For those companies not described in BOX A**

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

#### **BOX C – For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

#### **For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance & Community Relations

Freeman Building, 625 Robert Street North, Saint Paul, MN 55155

Phone: 651-296-5663

Toll Free: 800-657-3704

Fax: 651-296-9042

TTY: 651-296-1283

Web: [mn.gov/mdhr](http://mn.gov/mdhr)

Email: [compliance.mndh@state.mn.us](mailto:compliance.mndh@state.mn.us)

**MINNESOTA STATE COLLEGES AND UNIVERSITIES  
NOTICE TO VENDORS**

**AFFIRMATIVE ACTION 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.

**DISABLED INDIVIDUAL CLAUSE**

- A. A vendor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take disabled individuals without discrimination

based on their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

- B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- C. In the event of a vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
- D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.
- E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 to 5000.3600 are incorporated into any order of Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600 are available from Minnesota Bookstore, 660 Olive Street, St. Paul, Minnesota 55155.

By signing this statement the vendor certifies that the information provided is accurate.

NAME OF COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Revised 1/22/09

Minnesota Department of Human Rights  
ATTN: Contract Compliance  
Freeman Building  
625 Robert Street North  
Saint Paul, MN 55155  
(Or Send to - [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).)

### Equal Pay Certificate Application

- We are in compliance with Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Minnesota Human Rights Act, and the Minnesota Equal Pay Act for Equal Work Law.
- The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors, within each of the major job categories in your EEO-1 report. If you are not required to file an EEO-1 report, taking into account mitigating factors, the average compensation for female employees is not consistently below the average compensation for male employees within your organization.
- We make hiring, retention and promotion decisions without regard to gender, nor do we limit employees based on gender to certain job classifications.
- We promptly correct wage and benefit disparities.
- We evaluate wages and benefits (annually) (two year period) (other, please specify) to ensure compliance with the above identified laws.
- In determining our employee compensation we use: (check below)
  - \_\_\_ Market pricing approach
  - \_\_\_ State prevailing wage or union contract requirements
  - \_\_\_ Performance pay system
  - \_\_\_ An internal analysis
  - \_\_\_ Other method (please specify) \_\_\_\_\_

Enclosed is our application fee of \$150, made payable to the “Minnesota Department of Human Rights.”

In signing below, I affirm that I am the Board Chairperson or Chief Executive Officer and that the above information to the best of my understanding is accurate and complete.

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Signature

Print Name

Date

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Business Name

Business Address

**STATE OF MINNESOTA**

**VETERAN-OWNED PREFERENCE FORM**

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the Commissioner of Administration will award a 6% preference on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. § 16C.19(d):

- 1) The business has been certified by the Materials Management Division as being a veteran-owned or service-disabled veteran-owned small business.

**or**

- 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

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Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference. The preference applies only to the first \$1,000,000 of a solicitation response.

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**Claim the Preference**

**By signing below I confirm that:**

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. By making this claim, I verify that:

- The business has been certified by the Materials Management Division as being a veteran-owned or service-disabled veteran-owned small business.

**or**

- My company's principal place of business is in Minnesota **and** the United States Department of Veteran's Affairs verifies my company as being a veteran-owned or service-disabled veteran-owned small business. (Supported By Attached Documentation)

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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**Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.**