



MINNESOTA STATE

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Pine Technical & Community College

**ARCHITECTURAL AND INTERIOR DESIGN SERVICES
REQUEST FOR PROPOSALS (RFP)**

for

**PTCC Regional Workforce Training Modernization and
Expansion Project**

May 14, 2019

**Minnesota State Colleges and Universities
Request for Proposals for Architectural and Interior Design Services for the
PTCC Regional Workforce Training Modernization and Expansion Project
Pine Technical & 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 Pine Technical and Community College (PTCC), is seeking a Design Team for the above Project. Proposals from interested firms must be received by 2:00pm, **Tuesday, June 4, 2019:**

**Name: Steve Lange
Title: Physical Plant Supervisor
Address: Pine Technical & Community College
900 Fourth Street SE
Pine City, MN 55063**

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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- Attachment 1. Affidavit of Non-collusion
- Attachment 2. Workforce Certification of Compliance
- Form CD-511 Certification Regarding Lobbying

1.0 GENERAL INFORMATION

The mission of Pine Technical & Community College is to be known for innovation and contributions to strengthen communities, we make college possible for those starting out or starting over. Whether a student seeks a career program, new skills or general education transferable to another college or community, Pine Technical & Community College is an excellent choice.

Vision Statement

In 2027, the people of East Central Minnesota will first turn to Pine Technical & Community College when they want career education, new skills or general education. More than 1200 FYE will be enrolled in programs; more than 4000 will benefit from training experiences; and the region will enjoy a dynamic vibrant cultural resource. The heart of the college will be in up-to-date, technology-driven facilities, complemented by satellite sites and online capabilities.

Institutional Goals

- To achieve a sustainable financial model that allows for increased investment in educational programs and services.
- To increase enrollment from 700 FYE to 900 FYE by the end of FY 2019.
- To strengthen support for current students.
- To nurture and sustain a positive campus culture.
- To build greater appreciation in the market for PTCC as an excellent choice for both career and general education leading to transfer or an associate of arts degree.
- To launch/expand educational programs and courses needed in the region.

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 Pine Technical & Community College (PTCC), intends to retain architectural and interior design services to design the PTCC Regional Workforce modernization and expansion project.

The project will focus on renovating and renewing 31,000 square feet of existing space. The project will include improvements to the Main campus building. The project will:

- Improve flexibility and utilization of learning spaces
- Enhance ADA accessibility in several existing areas
- Improve facility student spaces
- Build PTCC identity by replacing worn & dated finishes, adding graphics and replacing signage

Key features of the project include:

- Renovation of Student Commons
- Renovation of Student Services area, Auditorium & Hallways
- Improve energy efficiency through lighting upgrades
- Improving ventilation and exhaust systems in Technical program spaces

1.02 SCOPE OF SERVICES

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

A. General:

- 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. Design Development: Develop and refine the Schematic Design as prepared by others, to further define the size and character of the architectural, interior, mechanical and electrical systems.

- The selected design team will have existing building documents, one Predesign for the Student Commons (Student Lounge), one Predesign for the full project, and a Re-Branding Design Guideline document for their use.
- Prepare a Design Development Report including Specifications, Drawings, and Cost Estimate per the 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 Design Technical review at the system office prior to proceeding with Construction Documents.
- C. **Construction Documents:** Prepare drawings and specifications per the Minnesota State Facilities Design Standards, the Minnesota State Reroofing Design Standards Manual, and the Minnesota State Exterior Masonry Design Standards Manual as minimums, all as applicable.
- Include Division 0 documents from the Minnesota State Facilities Web site, prevailing wage rates for the county where the work is to be performed from the Department of Labor and Industry web site, and specification sections using CSI format for roofing, sheet metal, window/curtain wall, masonry, mechanical/electrical, etc. as applicable to the specific Project.
 - Incorporate the Economic Development Administration (EDA) front end documents including Davis-Bacon Wage rates. In addition, incorporate Minnesota State prevailing Wage rates. The higher wage rate per trade will govern.
 - 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.
- D. **Bid & Award:** Coordinate bid dates and times with the campus personnel where the project is located. The campus will advertise the project following Minnesota State's On-Line Bidding procedures via QuestCDN.
- Prepare project documents, upload to e-Builder for the campus to initiate online bidding.
 - Conduct Pre-bid meeting and provide meeting notes.
 - Prepare addenda for the campus to post on QuestCDN as applicable.
 - Provide bid tab and provide award recommendations to the Owner.
 - Provide a conformed set of documents to the Owner prior to the Pre-construction meeting.
- E. **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.
 - Review change orders and contractor's application for payment.
 - Provide field reports in an electronic format. Coordinate sub-consultant inspections and testing

- F. **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 record documents as required by the contract. Coordinate Project Final Closeout(s) including verify completion of punch list(s) and final Application for Payment submittal.

1.03 SPECIAL CONSIDERATIONS

This project is not subject to the State of Minnesota B3 Sustainable Building requirements because the project is funded with campus funds. This project is subject to the terms and conditions dictated by the Economic Development Administration and the grant agreement with PTCC.

1.04 REQUIRED CONSULTANT TEAM

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

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 include the following in a cover letter attached to this RFP:
 - a. Original signature, in blue 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 has read and is willing to enter into contract using the state's contract forms and agreeing to their terms.
- f. 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.
- g. Acknowledgement of the number of addenda received.
- h. A statement of any known Conflicts of Interest or Organizational Conflicts of Interest.

1.08 PROJECT BUDGET/FEES

The estimated cost of construction is \$1,577,024. The estimated FF&E budget is \$305,000. The design fee for all Basic and Supplemental Services is estimated to range from 7.5 to 8.5%. This project is funded by federal EDA grant, Higher Education Asset Preservation and Replacement (HEAPR), and Campus funds.

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

1.09 PROJECT SCHEDULE

The design team shall propose a project schedule. Allow two weeks for the review and approval of SD, DD, and Construction documents per the Design Standards. Allow one month of review and approval of Construction Documents by the EDA, PTCC, and others prior to bidding. The campus desires to bid the project during January of 2020 to receive the best possible pricing. Responders to this RFP must be able to execute the project within their proposed timeline.

1.10 PROJECT PREDESIGN INFORMATION

- A predesign document for the whole project, dated **November 1, 2018** as prepared by **292 Design Group** is available for review.
- A predesign document for the Student Commons (Student Lounge), dated July 11, 2016 as prepared by Cuningham Group Architecture is available for review.
- A Re-Branding Design guideline document, dated December 20, 2017 as prepared by Cuningham Group Architecture is available for review.

These (3) documents can be reviewed at <http://www.minnstate.edu/vendors/incex.html> under Facilities Consultant & Contractor Opportunities.

Consultants and their sub-consultants with a previous contract with PTCC for any work related to the current project are not eligible to propose on this project per federal competitive procurement practices.

1.11 MANDATORY PROJECT INFORMATION MEETING/SITE VISIT

A **mandatory** information meeting and site visit will be held on Tuesday, **May 21, 2019, 1:00 pm**, in Room 113, at Pine Technical & Community College, 900 Fourth Street, Pine City, MN 55063. The meeting will include a review of the scope of work and a brief tour of the proposed project site areas. There will be no additional private tours, meetings or communications outside the provisions in this RFP.

1.12 QUESTIONS REGARDING THIS PROJECT

Questions regarding this RFP must be received no later than **Friday, May 24, 2019, at noon**. 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 PTCC Access & Abatement Project from (firm name)”. The Owner anticipates providing answers to such questions via addenda by noon, May 27, 2019. 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 Steve Lange, Director of Facilities. **Submit questions by e-mail only to:**

Steve Lange
Physical Plant Supervisor
Steve.Lange@Pine.edu

1.14 DESIGN TEAM SELECTION SCHEDULE

Event	Day	Date and Time
RFP Posting	Tuesday	May 14, 2019
Mandatory Project Meeting	Tuesday	May 21, 2019 at 1:00pm
RFP Questions Due	Friday	May 24, 2019 at noon
PROPOSALS DUE	Tuesday	June 4, 2019 at 2:00pm
Shortlist	Friday	June 7, 2019
Interviews	Tuesday	June 11, 2019
Proposed Contract Execution		June 14, 2019

The campus may select the design team based solely on the response to this RFP.

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 is available for review on the Minnesota State website, eManual, version 2.0, under the STANDARD DESIGN BID BUILD (D/B/B) heading, document ST.30 [A/E Standard AIA B101-2017 Contract 11.1.18](#), located at

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

1.17 CONTRACT TERM

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

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 Pine Technical & 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 Pine Technical & Community College

College: Pine Technical & Community College (PTCC)

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 PTCC 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. **(5) paper hard copies, (1) electronic copy** on media of firm's choice in .pdf format
- b. Maximum 20 faces (excluding cover letter, front and back covers, dividers, transmittal form, and attachment forms and certifications)
- c. All pages numbered
- d. Font size no smaller than 10 point
- e. Responders shall follow the order of proposal contents found in Section 3 of this RFP.

3.0 PROPOSAL CONTENTS

3.01 COVER LETTER

Single face cover letter on letterhead, including a brief overview of the proposal and the required statements and acknowledgement of receipt of any addenda.

3.02 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.

3.03 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.

3.04 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

3.05 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 and identify risks you perceive that may affect this proposed project. Propose a project design schedule to achieve the desired Substantial Completion date of July 15, 2020.

3.06 FEE PROPOSAL

Respondents shall propose a 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.

3.07 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.
- Form CD-511 Certification Regarding Lobbying
- 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. The selection committee includes Steve Lange -Physical Plant Supervisor, Katie Koppy-Marketing & Communication Specialist, Darren Lund – College Lab Assistant, Chris Olson – Administrative Assistant, Karen Huiett – Minnesota State Program Manager, Doug Wickstrom – Automation Instructor. Respondents receiving high proposal evaluation scores may be selected for interviews, however, the campus may select the Design Team based solely on the contents of the proposals.

4.02 CRITERIA

1. Qualifications and technical competence. (20 points)

This is demonstrated by experience of the proposed team on similar projects and by the proposed team's approach in the proposal.

- Provide examples of current and recent higher education renovation, renovation of service centers and libraries.
- Demonstrate the use of life cycle costing during the design process. Life cycle items include, but are not limited to, energy efficiency, sustainability, and the maintainability of design, materials, and equipment.
- Include history of constructability, meeting schedule deadlines, accurate cost estimating and designing within a project budget are critical criteria for selection of a designer. Quality control and complete, accurate and fully coordinated contract documents are an important element of the selected design team's services.

2. Leadership, integration and cohesiveness of the proposed Team. (20 points)

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:

- The organization and work plan of the project team and commitment to assign and support the team members proposed.
- The team dynamics, previous experience of the team working together, and leadership style shown in the interview, if applicable.

- The stakeholders' perception of the style demonstrated at the interview as well as previous positive working relationships.
- The firm shall demonstrate ability to clearly communicate and engage the client in appropriate scheduling and cost analysis that maximizes the project's potential.
- The firm shall demonstrate the ability to work with varying stakeholders and partners.
- The firm shall demonstrate ability to advance campus sustainability goals.

3. Ability to deal with cultural, aesthetic, and environmental design factors. (10 points)

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

4. Project understanding, approach and methodology. (25 points)

This is demonstrated by the clarity and thoroughness of the proposed strategy, the constraints, risks, and issues identified, and the insights shared by the Design team.

5. Cost of Service. (25 points)

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.

6. Preference. (up to 6 possible points)

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 Attachment#1- Affidavit of Non-Collusion.

6.02 CONFLICTS OF INTEREST

In the cover letter, the 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

In the cover letter, 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" and submit along with your proposal.

6.09 CERTIFICATION REGARDING LOBBYING

Complete the required Form CD-511 as attached.

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.