

MINNESOTA STATE

Normandale Community College

REQUEST FOR PROPOSAL

for

Parking Lots 1 & 2 Repair

October 2017

Normandale Community College seeks proposals from qualified Architects/Engineers interested in providing all professional services necessary to design and repair campus parking lots 1 and 2. This project will include total renovation of the campus parking lots 1 and 2 taking into consideration pavement management, lighting, bus transportation services, pedestrian safety/walkways, and storm water management systems.

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system (hereinafter Minnesota State), its Board of Trustees or Normandale 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 vendors 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 the Minnesota State Facilities Division Web Site, <http://finance.mnscu.edu/facilities/design-construction/announcements/index.html>. For this RFP, posting on the captioned web site above constitutes written notification to each Respondent. Respondents should check the site daily and are expected to review information on the site carefully before submitting a final proposal. Addenda to the RFP will be available on Minnesota State website. Respondents must acknowledge any addenda when submitting a proposal. Failure to acknowledge any addenda may result in rejection of the Respondent's RFP response.

Proposals must be received by, 2.00pm CST, Thursday, November 2, 2017 to:

Office of Facilities Management
Normandale Community College
Room 1611 Building Services
9700 France Avenue South
Bloomington, Minnesota 55431

Proposals Received After the Submission Deadline Will Not Be Considered.

**REQUEST FOR PROPOSALS
FOR
TUNNEL REPAIR**

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Section I. General Information

Background

Minnesota State is the seventh-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 250,000 students annually in credit-based courses, an additional 153,200 students in non-credit courses, and produces 33,500 graduates each year. For more information about Minnesota State, please view its website at www.mnscu.edu.

Normandale Community College seeks proposals from qualified Architect/engineers interested in providing all professional design services necessary to design the repairs of the campus parking lots 1 and 2 taking into consideration lighting, bus transportation services, pedestrian safety/walkways and storm water management. Selection of vendors shall be based on Normandale Community College evaluation of responses. Normandale Community College intends to enter into a contract with the selected vendor, and this contract will contain all the terms and conditions required by this RFP.

E-mail questions to Nissa Passmore at Nissa.Passmore@normandale.edu All formal addenda to this RFP as to the deadline for submission of proposals or any other matters will be posted to Minnesota State Colleges and Universities website:

<http://www.minnstate.edu/system/finance/facilities/design-construction/announcements/index.html>

It is the responsibility of the design firms to check the website daily for any updated information on this project and to review all answers to any questions that may arise from this RFP.

Nature of RFP

Normandale Community College is requesting proposals to assist in developing and designing the repairs to parking lots 1 and 2. This RFP is undertaken by Normandale Community College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, Normandale Community College shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Normandale Community College sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. Normandale 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 Normandale Community College. This RFP shall not obligate the 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.

Minnesota State, acting through its Board of Trustees, on behalf of Normandale Community College, intends to retain architectural and engineering consulting services from design work to closeout. The scope of work is to

design the repair of parking lots 1 and 2 taking into account changes in lighting, bus transportation services, pedestrian safety, and storm water management.

Proposed Project Schedule

Milestone Dates:

Phase	Begin	Complete
Schematic Design	November 2017	December 2017
Design Development	December 2017	January 2018
Construction Documents	January 2018	February 2018
Bidding*	March 2018	April 2018
Construction	May 2018	June 2018
Closeout	August 2018	

*Pending funding availability

General Selection Criteria

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

- A. Pass/Fail requirements
- B. Project Team Composition
- C. Project Experience
- D. Approach/Methodology
- E. Cost of Services
- F. Testing Qualifications
- G. Preference

Project Predesign Information

The predesign report, dated June 2, 2017 by Larson Engineering Architecture with Wunderlich-Malec, is available for review at <http://www.minnstate.edu/system/finance/facilities/design-construction/announcements/index.html> and a copy will be provided to the selected designer.

Selection Process

The College or University Facilities Staff will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

Monday, October 16, 2017	RFP advertised in State Register
Monday, October 23, 2017, 10:00am CDT	Informational Project Meeting
Monday, October 30, 2017, 1pm CDT	Deadline for questions to the RFP
Thursday, November 2, 2017, 2:00pm CDT	Deadline for RFP proposal submissions
Week of November 6, 2017	Shortlist of consultants for interview
Thursday, November 15, 2017	Interviews
Week of November 20, 2017	Estimated Design Kickoff Meeting

Contract Terms

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

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

Definitions

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

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the system office and/or any Minnesota State College or University (C/U).

Minnesota State system office: The central administrative system office of Minnesota State Colleges and Universities located at; 30 7th Street East, Suite 350, St. Paul, Minnesota, 55101.

College/University (C/U): The specific Minnesota State college or university for which the Project will be designed and constructed.

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

Vendor:

The firm selected by Minnesota State as the successful Responder responsible to execute the terms of a contract.

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 the Owner.

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.

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 proposal submission deadline, unless extended by mutual written agreement between Minnesota State and the vendor.

Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

Authorized Signature

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

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 the College/University 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. Minnesota State also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

- A. reject any and all proposals received in response to this RFP;
- B. select a proposal for contract negotiation other than the one with the lowest cost;
- C. negotiate any aspect of the proposal with any Respondent;
- D. terminate negotiations and select the next most responsive Respondent for contract negotiations;
- E. terminate negotiations and prepare and release a new RFP; or
- F. Terminate negotiations and take such action as deemed appropriate.

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 the College/University and the successful Responder.

Section II. Scope of Services

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

1) Required Design Team

- Architect/Engineer - Services will include exterior finishes, cost estimating, project scheduling
- Landscape Architect
- Civil Engineer
- Electrical Engineer

Services Provided by Others

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

- Commissioning Agent
 - Owner's Representative
 - Site survey, geo-technical, environmental and material testing programs
 - Hazardous materials abatement survey
 - Construction testing
- 2) Schematic Design Phase: Interview facility personnel at the C/U campus. Review the Project Predesign(s) and original building construction documents (available from the C/U), review current conditions report, field verify existing conditions including lighting, pedestrian safety, bus transportation services and stormwater systems . Prepare a Schematic Design/Design Development Report, including construction cost estimate, prepare minutes from design meetings with campus personnel, code authorities having jurisdiction, and the Minnesota State system office (if applicable). Include Structural, Mechanical, Electrical, and Asphalt sub-consultant services.
 - 3) The formal Schematic Design/Design Development Report shall include:
 - Title page that includes Project name and location, and index.
 - Project Identification with a campus map identifying and showing the outline of parking lots 1 and 2, proposed staging areas, and north directional arrow.
 - Project Scope: Describe scope of parking lot services being provided, a description of the existing parking lot being replaced and a narrative describing the parking lot system, including all structural, mechanical, electrical, asphalt and miscellaneous work. Highlight unusual or challenging issues of the Project and provide proposed solutions.
 - Provide an updated construction cost estimate which includes: mechanical and electrical work, asphalt work, irrigation replacement work (if applicable), 10% construction contingency, bid process fees, and estimated construction inspection and testing fees.
 - Provide an estimated construction schedule.
 - Prepare a Schematic Design/Design Development Parking Lot Plan and major details at 3" = 1'-0" scale. The Parking Lot Plan shall indicate elevations of each Parking lot section to be replaced and the elevations of adjacent parking lot sections that are not included in the scope of the work.
 - 4) Construction Documents Phase: Prepare drawings and specifications per the current edition of the Minnesota State Facilities Design Standards, 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 asphalt, mechanical/electrical, etc. as applicable to the specific Project.

5) Formal Construction Documents shall include:

- Project Manual: Provide technical specifications for each division and section that applies to the parking lots and applicable asphalt, mechanical, electrical, and landscape 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.
- An updated construction cost estimate, which includes: mechanical and electrical work, asphalt work, landscape work and irrigation replacement work (if applicable), 10% 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.

Prepare all Construction Documents using computer aided design and drafting technology in an electronic data exchange file format acceptable to the Owner. All drawings and specifications shall conform to Minnesota State Facilities Design Standards and adhere to all parking lot, life safety, and ADA compliance 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.

- 6) Bid & Award: Coordinate bid dates and times with the campus personnel where the parking lot project is located. Advertise Parking Lot Replacement Project for bid following Minnesota State On-Line Document Distribution (QuestCDN private interface) procedures. Conduct Pre-bid meeting and provide meeting notes. Attend bid opening, provide bid tab and provide award recommendations to the Owner. Prepare and post Bid Document addenda on QuestCDN as applicable. **Post bid results to QuestCDN.**
- 7) 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. Provide full time observation and testing of parking lot 1 and 2, review and approve submittals, review and approve Contractor's Applications for Payment, initiate construction change directives and change orders, coordinate with C/U campus personnel and campus schedules, and verify construction conformance with the Contract Documents. Provide daily field reports in a format approved by the Minnesota State system office. Coordinate sub-consultant inspections and testing, if applicable.
- 8) Project Closeout: Conduct inspection(s) for Substantial Completion(s) and provide written punch list(s). Coordinate and document receipt of warranties, operation and maintenance manuals. Provide a disk of "As-Built" Record Documents and warranties to the C/U Project Manager and the Minnesota State System Office in an electronic format acceptable to the Owner. Coordinate Project Final Closeout(s) including verify completion of punch list(s) and final Application for Payment submittal.

Project Budget and Proposal Costs

The total project budget is \$2.4 million, this cost includes all professional fees and reimbursable expenses, surveys, construction, project management, construction inspection and testing, furniture, fixtures, equipment, contingencies and inflation factors. The estimated construction cost is approximately \$2.1 million. The design fees are anticipated to be approximately 6-8% of the budgeted construction cost plus reimbursable expenses. Funding has been secured through design only.

Informational Project Meeting

Minnesota State will hold a voluntary informational project meeting on **Monday, October 23, 2017 at 10:00 AM CT in the Building Services Room B1604 at Normandale Community College, 9700 France Avenue South, Bloomington, MN 55431**. It is recommended all potential or interested parties register to attend by sending an email to Nissa Passmore at Nissa.passmore@normandale.edu

This informational meeting will include a tour of the proposed project areas and a review of the scope of work.

NOTE: To maintain integrity of and to avoid any possible unfair competitive advantage among Responders during the RFP solicitation process, there will be only one public information meeting for this RFP. There will be no meetings or communications outside the provisions in the RFP. To assure potential AE Respondents receive the same information about the Project, only questions submitted by email for clarifications about the RFP will be addressed by the Information Contact person. Other persons are not authorized to discuss RFP requirements before the proposal submission deadline. Minnesota State shall not be bound by and Responders may not rely on information regarding RFP requirements obtained from non-authorized persons.

Information Contact

Normandale Community College's agent for purposes of responding to inquiries about the RFP is:

Name: Nissa Passmore

Title: Facilities Management Office Manager

Address: 9700 France Avenue South Bloomington, MN 55431

Telephone: 952-358-8941

E-mail address: Nissa.passmore@normandale.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Normandale Community College shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and e-mail address. Anonymous inquiries will not be answered.

Section III. Response Evaluation

Responses to this RFP will be evaluated based on the criteria described below in Section V., based upon the point scale, to evaluate Respondent's proposals. The evaluation may include requests for additional information and will focus on the specifics of the Respondents' response to the RFP and approach.

Minnesota State does not agree to reach a decision on a specific date when firms will be selected, although it is intended the evaluation and selection will be completed by the date identified in the Solicitation and

Implementation Timeline article of this RFP.

The response to the RFP will be evaluated in part by the following criteria: qualifications and experience of individuals assigned to the Project, performance on past projects, and government and public sector experience with roof replacement projects of a similar type, ability of the firm and the assigned personnel to meet the required time, budget constraints and proposed fees.

Section IV. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors

As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

If you are an independent contractor, Minn. Stat. §256.998 requires the state to report your name, address and social security number to the New Hire Reporting Center of the Minnesota Department of Human Services unless your contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either Normandale Community College or the vendor.

Affidavit of Non-Collusion

All Respondents shall complete **Attachment A, the Affidavit of Non-Collusion**, obtain signature by a Notary Public, and submit it with their response proposal.

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, Respondents shall complete **Attachment B, the Human Rights Certification Information and Affirmative Action Data Page**, and submit it with their response 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 Respondents 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:

1. 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.

2. 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, the State of Minnesota, officers and employees of the State of Minnesota, named as an Additional Insured, to the extent permitted by law.

3. 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

C. 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 must be available for audit purposes to Minnesota State and the Legislative Auditor's Office for six (6) years after the termination/expiration of the contract.

Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must 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 Minnesota State system office 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 must:

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

Conflict of Interest

Each Responder shall 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 shall include the names of the entity, the relationship, and a discussion of the conflict.

Organizational Conflicts of Interest

The vendor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The vendor agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective C/U's chief financial officer or Minnesota State Business Manager that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the C/U or Minnesota 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 C/U or Minnesota 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 contract vendor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve Minnesota State rights.

Physical and Data Security

The Responder is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, section 270B.02, subdivision 1, and other applicable laws.

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statutes Chapters 270B and 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for

safeguarding the information.

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

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

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

Section V. RFP Responses

Submission

Proposals must be sent to the following address no later than **Thursday, November 2, 2017 at 2:00 pm CDT**:

Name: Patrick Buhl
Title: Associate Vice President of Operations and Safety
Address: Office of Facilities Management
Normandale Community College
Room 1611 Building Services
9700 France Avenue South
Bloomington, Minnesota 55431
Email: Patrick.Buhl@normandale.edu

Proposal Format:

- Five (5) paper copies
- Provide one (1) electronic copy on a CD in PDF format. The file size should be 2-3 mb or less. Use the reduce size feature if necessary. The document should be password secured against copying text, images and other content
- 8 ½ x 11, plastic comb bound or stapled only, portrait format, no plastic dividers or covers
- Maximum twenty pages, excluding cover letter, front & back covers, blank dividers, transmittal form, and required attachments
- All pages numbered
- Font size no smaller than 10 point
- Responders are encouraged to follow the order in section III of this RFP

Proposals received after this date and time will be returned to the Responder un-opened.

Proposal Content

Responders shall follow the order of proposal contents found in this section.

1) TRANSMITTAL COVER:

Firms are required to submit one original form with their response. The required form is attached and please attach the following to the transmittal form: affidavit of non- collusion, affirmative action data page, location of service form, organizational conflict of interest statement and immigration status certification.

2) COVER LETTER:

Single face cover letter, including:

- a) Brief overview of the proposal

3) RESPONDER'S PROPOSAL: (BY SECTION)

i) PASS/FAIL REQUIREMENTS

- Proposal delivered on time.
- Responder shall provide a statement to confirm that the firm has available, experienced staff to provide full time observation and roof testing capabilities for the Project during construction.

ii) PROJECT TEAM COMPOSITION – 20 Points

- Required team members include:
 1. Architect - Services will include interior finishes, fixture and equipment design, cost estimating, project scheduling
 2. Landscape Architect
 3. Stormwater Consultant
 4. Cost Estimating Consultant – may be provided by Prime Firm
- The lead Designer shall be a licensed Architect or Professional Engineer in the State of Minnesota or shall have a minimum of a bachelor's degree in architecture, engineering or construction with at least 10 years' experience and be under the supervision of a licensed Architect or Professional Engineer in the State of Minnesota
- List the name, title, and telephone number of the firm's principal who will serve as the point of contact. Provide a complete list of all key personnel (including proposed sub-consultants, if applicable), who will be assigned to the Project. Include key personnel relevant experience, qualifications for this work, roles and responsibilities. Include resumes (limited to one page per person), specific professional registrations and any specialized or technical certifications that your firm or members of your team may have, and relevant experience to past similar projects.
- Include a brief statement of the team's past or current working relationships. For each team member provide:
 1. Name, title and position in firm
 2. Home base (if in a multi-office firm)
 3. Responsibility on this Project
 4. Years of experience
 5. Relevant recent experience (if with another firm, so note)

- 6. Registration – List Minnesota or other registration numbers for all licensed professionals (include specialty if Professional Engineer)
- Describe the team leadership and the team dynamics.

iii) PROJECT EXPERIENCE – 20 Points

Provide examples of similar projects of various size and complexity within 5 years prior to the date of this RFP (projects may be either completed or in-progress) including:

- Name, location and owner
- Brief description (e.g. size, cost, relevance)
- Photographs, sketches and/or plans
- Design firm of record
- Indicate the role each proposed team member had on each relevant project.
- Completion date or current status
- References

iv) APPROACH/METHODOLOGY – 20 Points

Describe your familiarity and understanding of Minnesota State Facilities Design Standards in your approach to issues and to determining the final design. Description of approach should demonstrate integration of stormwater, lighting, pedestrian safety and bus service renovation in the design. Describe your approach and handling of construction observations and testing during the Construction phase along with your Construction Administration approach to coordinate the work with the C/U campus, resolve issues and keep the C/U informed.

v) ABILITY TO DEAL WITH AESTHETIC FACTORS – 15 Points

Provide examples of courtyard renovations, or other similar landscape projects. Describe the projects' storm water management approach. Show diverse examples of hardscape, pathway, and planting styles and arrangements.

vi) COST - 25 points

Provide cost breakdown per the following table:

Design Phases	Costs
Schematic Design/Design Development	
Construction Documents	
Bidding	
Construction Phases	
Construction Administration + Observation & Testing	
TOTAL – Base Cost	
Weekly Observation Fee	

Respondents shall provide a proposed cost for Schematic Design/Design Development, Construction Documents, Bidding, and Construction Administration, Construction Observation and Testing.

Construction Administration shall include project closeout. Reimbursable Expenses shall be included in the total base cost.

The costs will be scored as follows: 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.

Example: The maximum points awarded for price is: 25. The lowest proposed price is \$100. That proposal receives 25 points. The second lowest price is \$125. Divide \$100 by \$125. This equals .8. Multiply .8 x 25 = 20. 20 points would be awarded to second lowest proposal. The third proposal is \$140. Divide \$100 by \$140. This equals .71. Multiply .71 x 25 = 17.75 (round to the nearest whole number). 18 points would be awarded to the third lowest proposal.

vii) PREFERENCE – 6 Points (extra points)

TO TARGETED GROUP, ECONOMICALLY DISADVANTAGED & SERVICE OWNED/SERVICE DISABLED VETERAN-OWNED BUSINESSES & INDIVIDUALS - 6 Points (extra points)

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

- Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete **Attachment D, the Veteran-Owned/Service Disabled Veteran-Owned Preference Form** in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference. Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

ATTACHMENTS

Include the following attachments:

- a. Attachment A. Affidavit of Non-Collusion
- b. Attachment B. Human Rights Certification Information and Affirmative Action Data
- c. Attachment C. Disabled Individual Clause
- d. Attachment D. Veteran/Service Disabled Veteran-Owned Preference Form (if applicable)

End of Request for Proposal

**Normandale Community College
Tunnel Repair
Transmittal Form [COMPANY NAME]**

Date:

Firm Name:

Contact Person:

Firm Address:

Direct Phone:

Phone Number:

Email Address of Contact Person:

Fax Number:

Company Email address:

Response includes:

- Transmittal Sheet - this page with the following attached to it:**
- Affidavit of Non-Collusion
- Organizational Conflict of Interest
- Affirmative Action Certificate
- Veteran Owned/Service Disabled Veteran Owned Preference Form (*if applicable*)

Cover Letter (no more than one page)

(5) Copies of Proposal: (each proposal is no more than twenty pages and includes:)

- Cover Letter
- Information on Firms
- Project Team
- Team Organization
- Project Experience
- Fee
- Does not exceed 20 faces (excluding cover letter, blank dividers, front & back covers)
- Project Approach/Methodology
- Unique Qualifications
- All pages are numbered
- Portrait format and stapled
- No plastic dividers or covers

(1) One electronic pdf of Proposal on CD

Proposer certifies that no member of the proposing firm or its sub-consultants has discussed this Request for Proposal (RFP) or the project with any member of the requesting agency from the date of publication of this RFP in the State Register, other than the prescribed communication provisions set forth in the RFP. Proposer further certifies that no member of the proposing firm or its sub-contractors will have any discussions regarding this RFP or project with any member of the requesting agency until after the completion of interviews for this project. Proposer understands that its proposal will be disqualified if discussions occur with the requesting agency outside the prescribed communications provisions set forth in the RFP.

By signing below, [COMPANY NAME] agrees:

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

Signature:

Dated:

Attachment A. Affidavit of Non-Collusion

**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 Proposals 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 B. Human Rights Certification Information and Affirmative Action Data

**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 two (2) years. For additional information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, Minnesota 55101.

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 Email: compliance.mndh@state.mn.us

Affirmative Action Certification Page, Revised 6/11 – MDHR

Attachment C

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: _____

Attachment D

VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

- (1) Recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- (2) Veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- Certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at:

<http://www.vetbiz.gov>

You must submit this form and the documentation required above with your response in order to be considered for this preference.