

MINNESOTA STATE COLLEGES AND UNIVERSITIES



**Ridgewater College, Willmar**

**RWC/W-20 Roof replacement C1,C5,C6,S1,S2,S3**

**REQUEST FOR PROPOSALS (RFP)**

**ROOF REPLACEMENT DESIGNER SERVICES**

November 9, 2020

**SPECIAL NOTE:** This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system, hereinafter referred to as “Minnesota State”, its Board of Trustees, or Ridgewater College, Willmar 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. 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 any provisions in this RFQ by posting notice of the change(s) on Minnesota State’s website, [Minnesota State Facilities Opportunities](#) under FACILITIES CONSULTANT & CONTRACTOR OPPORTUNITIES. Ridgewater College, Willmar also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to reject any and all RFQ responses received.

Minnesota State is an affirmative action, equal opportunity employer and educator.

**REQUEST FOR PROPOSALS (RFP)**  
**for**  
**ROOF REPLACEMENT DESIGNER SERVICES**  
**RWC/W-20 Roof replacement C1,C5,C6,S1,S2,S3**

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**For Reference Only**

- AIA Document B101-2017 Standard Form of Agreement between Owner and Architect (ST.30)
- AIA Document A201-2017 General Conditions of the Contract for Construction (CC.30)
- Professional/Technical Certificate of Insurance Example (CC.20)
- ST.21 A/E Instructions for On-Line RFP Responses
- Pre-Design Report by Inspec

## Section I. General Information

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

### Definitions

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

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Ridgewater College, Willmar

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

Owner: the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Ridgewater College, Willmar.

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

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

### Purpose of the RFP

The Minnesota State Colleges and Universities Board of Trustees, on behalf of Ridgewater College, Willmar hereafter referred to as the "Owner", is soliciting proposals to provide architectural and engineering consulting services for the design and construction administration services for roof replacement for **RWC/W-20 Roof replacement C1,C5,C6,S1,S2,S3**, hereafter referred to as the "Project".

Design work may include, but is not limited to the following: existing roof tear-off and replacement with a Minnesota State-approved roof system, mechanical work to replace and/or reconfigure roof drainage systems if necessary to meet codes and Minnesota State Facilities Design Standards, raise mechanical units to accommodate minimum base flashing heights, relocate and/or modify associated mechanical piping and electrical conduits as required, replace roof hatch, add/or modify roof access ladders, remove or replace skylights, evaluate and prepare a scope plan for masonry repairs to include, but not limited to: installation of through-wall flashings, window replacement and raise access doors, ensure water-tightness of the building envelope and the integrity of the roofing system, all as required by the particular roof project. All design shall comply with 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 available at: [Minnesota State Design-Construction](#)

Bidding, Construction Observation and Construction Administration Phase Services shall also be included in proposals. Provide full time roof observation during construction. Roof Observers shall have a thorough knowledge of roofing details, flashing, and roof and building systems and shall ensure

conformance with the design documents. On a daily basis, the Roof Observer shall consider weather conditions to determine which days are roof working days, shall check night seals, drain edges, and penetrations for water tightness every night before leaving job site, and provide daily roof reports on work progress and any issues found.

Firm shall have roofing specific testing capabilities, either in-house or by an independent certified testing lab, which will guarantee test results within 48 hours of submittal.

This RFP is undertaken by Ridgewater College, Willmar pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

The purpose of this RFP is to evaluate and select an A/E to assist the Owner in the performance of its obligations and enforcement of its rights during the design and/or construction of the RWC/W-20 roof replacement C1,C5,C6,S1,S2,S3 2101 15<sup>th</sup> Ave. N.W Willmar, MN 56201.

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

### **Project Description**

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities (Minnesota State), on behalf of Ridgewater College, Willmar intends to retain architectural and engineering services to design the RWC/W-20 Roof replacement C1,C5,C6,S1,S2,S3 project.

The RWC/W-20 Roof replacement C1,C5,C6,S1,S2,S3 will focus on renovating approximately 34,700 square feet of existing roof area in the Building C (Agriculture Building) and the Building S (Science Building) on the Willmar campus.

The project will: replace dated roof systems, upgrade roof access, replace dated HVAC equipment located on the roof and replace water-damaged wall surfaces on the Agriculture building. See pre-design for full project scope by area. ***The campus also wishes to evaluate adding needlepoint bipolar ionization to the HVAC equipment included in the project.***

Key features of the project include:

- Replace the Science Building roof in its entirety
- Replace three sections of the Building C roof
- Replace dated HVAC equipment on the roof
- Improve roof access
- Removing piping from the roof
- Patching wall surfaces to add through-wall flashing in select areas of the Building C Agriculture Building to improve damage caused by poor drainage off of the roof.
- Additional scope as described in the pre-design

The project is envisioned to be constructed in one phase. The Owner intends to use the Design/Bid/Build delivery method for this project.

### **Project Budget and Fees**

The estimated cost of construction is \$1,848,000.

The design fee for all Basic and Supplemental Services, including observation during construction, is estimated to range from 12.0 - 14.0%. Final total fees will be negotiated with the selected Design Team.

**Milestone Dates**

Milestone	Date
Schematic Design Submittal	February 19, 2020
Owner Review and Approval	March 5, 2020
Construction Document Submittal	April 16 <sup>th</sup> , 2020
Owner Review and Approval	April 30, 2020
Issue Bid Documents	May 7 <sup>th</sup> , 2020
Construction Start Date	<b>June 7<sup>th</sup>, 2020</b>
Substantial Completion date	<b>October 29, 2020</b>
Final Completion date	November 29, 2020

It is important to the campus to achieve the completion and occupancy dates in the above Project Schedule. The college recognizes that this schedule shows a later than typical start date for construction. Programs impacted by the roof replacement and HVAC upgrade project have some flexibility in occupancy. Final issue dates and bidding strategy will be negotiated with the selected A/E firm. Responders to this RFP must be able to execute the project design within the timeline shown.

**Project Predesign Information**

The following documents are available for review at:

[Minnesota State Facilities Opportunities](#)

- Pre-design report prepared by Inspec, dated November 21, 2019
- Hazardous material report is currently being procured by the Owner

**Selection Process**

In making its selection of the Design Team, the selection committee will consider and score each proposal response using the criteria listed below and assign points for each section. The selection committee includes the College or University Facilities Staff and Minnesota State Colleges Program Manager will evaluate the proposals and make the final decision, based solely on the contents of the proposals.

**Selection and Implementation Timeline**

Event	Day	Date and Time
RFP Posting	November 9, 2020	8:00 am.
Mandatory Information Meeting	Thursday, Nov 19 <sup>th</sup> , 2020	10:30 a.m. – Ag Shop. Entrance Door #37. Parking Lot G West.
RFP Questions Due	Tuesday, Nov 24 <sup>th</sup> , 2020	10:00 a.m.
Addendum Issued	Wednesday Nov 25 <sup>th</sup> , 2020	2:00 p.m.
<b>PROPOSALS DUE – uploaded in Quest CDN</b>	<b>Tuesday, Dec 15<sup>th</sup>, 2020</b>	<b>10:00 a.m.</b>
Proposed Contract Execution	December 30, 2020	

Ridgewater College, Willmar desires to enter into a contract with the successful vendor by December 30, 2020. If Ridgewater College, Willmar and the vendor are unable to negotiate and sign a contract by

December 30, 2020, then the Ridgewater College, Willmar reserves the right to seek an alternative vendor.

**Information Meeting**

A **mandatory** information meeting and site visit will be held on Thursday, Nov 19<sup>th</sup>, 2020, 10:30 a.m. in room C11, Ag Shop at Door #37 at Ridgewater College, Willmar, 2101 15<sup>th</sup> Ave. NW Willmar, MN 56201. The meeting will include a review of the scope of work, electronic delivery method for proposals 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. Parking is provided at Lot G and no pass is required. We encourage participation by both the roofing design firm as well as the mechanical engineer due to the amount of engineering work included in this project.

The campus has a COVID-19 screening tool and participants will need to fill out the screening tool ahead of the meeting: <https://www.ridgewater.edu/covid-19/>. Facial masks are required and every effort will be made to provide adequate physical separation during the brief meeting.

### **Information Contact**

To assure potential vendors receive the same information about the Project, only questions submitted by email for clarifications about this RFP will be addressed. Questions concerning the project RFP should only be referred to the individual below. **Submit questions by e-mail only to:**

Kip Oveson  
Physical Plant Director  
[Kip.Oveson@ridgewater.edu](mailto:Kip.Oveson@ridgewater.edu)

Questions regarding this RFP must be received no later than **November 24, at 10:00 a.m.** Only Prime Firms responding to this RFP should send inquiries on behalf of themselves and their sub-consultants. When emailing questions, please include in the subject line, "RFP questions for RWC/W-20 Roof replacement C1,C5,C6,S1,S2,S3 from (firm name)". The Owner anticipates providing answers to such questions via addenda by noon, November 25, 2020. All prospective Respondents shall be responsible for information regarding this project and the RFP, including any addenda to this RFP.

### **Addenda to the RFP**

If appropriate, a change responding to questions or clarifications may be issued by the Owner in the form of addenda to the RFP. Addenda to the RFP will be posted at [Minnesota State Facilities Opportunities](#).

It is the responsibility of the Respondent to check Quest CDN and the Minnesota State Facilities Opportunities page for addenda prior to submitting qualifications. No other communications shall amend this RFP.

No member of the proposing firm or its sub-consultants shall have discussions regarding this RFP or project with any member of the requesting agency from the date of publication of this RFP in the State Register until after the completion of interviews for this project. If discussions occur with the requesting agency outside the prescribed communication provisions set forth in the RFP, **proposals may be rejected.**

### **Contract**

The successful Respondent will be required to meet all the terms and conditions and execute the most current Minnesota State AIA Document B101 – 2017, Standard form of Agreement between Owner and Architect as amended by Minnesota State Colleges and Universities, the B101 Project Attachment for Roof Projects and AIA Document A201-2017 General Conditions of the Contract for Construction. Sample documents are available for review on the Minnesota State website, eManual, version 2.0, Section 4 under the Standard heading, document ST.30 A/E Standard AIA B101-2017 located at [Minnesota State eManual for Vendors](#)

### **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 Ridgewater College, Willmar and the successful vendor.

### **Contract Termination**

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

### **Duration of Offer**

All proposal responses shall indicate they are valid for a minimum of sixty (60) calendar days from the date of the proposal submission deadline, unless extended by mutual written agreement between

Owner and the Vendor. Prices and terms of the proposal as stated shall be valid for the length of the contract.

## Section II. Vendor Requirements

### Scope of Services

The selected design team shall review Articles 2 and 3 of the AIA B101-2017 contract for a full description of responsibilities required of the A/E firm. Some highlights are as follows:

#### A. General:

- Evaluate existing buildings' structural and mechanical systems to determine capabilities and design capacities to support the proposed new roof systems and to comply with current plumbing codes.
- Assist the campus in evaluating construction-phasing options that minimize the disruption of the academic schedule, especially given the late funding for the project. Clearly communicate design and cost ramifications of the schedule's impact to allow the campus a complete understanding of the design and schedule decisions.
- 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.
- 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 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 login 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: The selected design team shall provide as a minimum the following:

- 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 roof leak history, field verify existing conditions including conducting destructive test openings (properly patched) of all roof systems, all conditions and all details. 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 Masonry sub-consultant services and asbestos roofing materials testing, if necessary, with field verification of all roof and roof-related existing conditions and weather-tight patching of test openings.
- 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 each roof area, proposed staging areas, and north directional arrow.
  - Project Scope: Describe scope of roofing services, a description of the existing roof system(s) and a narrative describing the new roof system(s), including all structural, mechanical, electrical, masonry and miscellaneous work. Highlight unusual or challenging issues of the Project and provide proposed solutions.
  - Provide an updated construction cost estimate, which includes: # of squares @cost/square, structural, mechanical and electrical work, masonry work, window replacement work (if applicable), 10% construction contingency, bid process fees, and estimated construction inspection and testing fees.
  - Provide an estimate of the construction schedule (number of roof working days or number of weeks).
  - Prepare a Schematic Design/Design Development Roof Plan and major details at 3" = 1'-0" scale. The Roof Plan shall indicate elevations of each roof section to be replaced and the elevations of adjacent roof sections that are not included in the scope of the work.
- 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.
- Prepare the Project Manual to include Division 0 documents from the Minnesota State Facilities Web site, prevailing wage rates from the Department of Labor and Industry's web site, for the county where work will be performed, and specification sections using CSI format sections as applicable to the specific Project.
  - Provide technical specifications for each division and section that applies to the project. Include a separate title page with signature block for approval, table of contents, drawing schedule, and division 0 documents.
  - An updated construction cost estimate, which includes: # of squares @cost/square, mechanical and electrical work, masonry work, window 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.
- 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 and upload to e-Builder. Review document *DIV00.0001 Instructions for Division 00 Documents, Advertised Bids* on the Minnesota State eManual for detailed instructions on the format needed for bidding.
  - Submit Plans and Specifications to governmental authorities having jurisdiction for their written approval.
  - Attend Pre-bid meeting, answer questions and provide meeting notes.
  - Prepare addenda for the Owner to post as applicable.
  - Provide award recommendations to the Owner.
  - Provide a conformed set of documents prior to the Pre-construction meeting, if requested by the Owner.
- E. **Construction Administration:** Pre-construction, Construction (progress), and Pre-Installation Meetings.
- Schedule and conduct Pre-construction, Construction (progress), and Pre-installation Meetings. Verify the Contractor has obtained all required permits. Review and approve submittals, review and approve Contractor's Applications for Payment, initiate construction

change directives and change orders, coordinate with campus personnel and campus schedules

- Verify construction conformance with the Contract Documents.
- Provide full time observation and testing of the complete roofing system.
- Coordinate sub-consultant inspections and testing, if applicable.

**F. Project Closeout:**

- Conduct inspection(s) for Substantial Completion(s) and provide written punch list(s).
- Issue Certificate(s) of Substantial Completion.
- Coordinate and document receipt of warranties, operation and maintenance manuals.
- Provide record documents as required by the contract.
- Provide "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.

**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.
- Structural Engineer
- Mechanical Engineer
- Electrical Engineer, and
- others if deemed needed by the Respondent

**Services Provided by Others**

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

- Hazardous materials survey, design and abatement, as needed
- Construction testing, and
- others if needed

### **Section III. Response Contents and Evaluation**

#### **PASS /FAIL REQUIREMENTS**

The Respondent shall:

1. Attend mandatory information meeting
2. Submit RFP response electronically on time
3. 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.

#### **FIRM PROFILE – 10 points**

For prime firm and each sub-consultant firm, provide a brief description including:

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

#### **PROJECT TEAM – 20 points**

- The lead Roof 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 of experience in designing built-up roof systems and other commercial roofing systems and be under the supervision of a licensed Architect or Professional Engineer in the State of Minnesota. A Registered Roofing Consultant (RRC) by the international nonprofit accrediting association, RCI, Inc. is preferred.
- Full time roof observation during Construction Administration shall be performed by a roof observer having a minimum of 5 years of experience in commercial roof construction or roof inspection. A Registered Roofing Observer (RRO) by the international nonprofit accrediting association, RCI, Inc. is preferred.
- 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:
  - 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,
  - (including specialty if Professional Engineer)

#### **RELEVANT TEAM EXPERIENCE WITH SIMILAR PROJECTS – 20 points**

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

- Photographs, sketches and/or plans
- Project name and location

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

Relevant project experience is determined by:

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

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

### **PROJECT UNDERSTANDING, APPROACH, & METHODOLOGY – 20 points**

Describe your approach to evaluating a roof for replacement during the design phase and your familiarity and understanding of Minnesota State Roof and Facilities Design Standards. How does it influence your approach to issues and how does it affect the final design. Description of approach should demonstrate integration of roofing, mechanical/electrical, masonry and window replacement (if applicable) in the design. Describe your Construction Administration approach to coordinate the work with the C/U campus, resolve issues and keep the C/U informed and your approach to handling of construction observations and testing during the Construction phase.

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

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

### **COST OF SERVICE – 20 points**

Respondents shall propose a lump sum fee in accordance with the proposed contract format. The Architect's and their sub-consultants fees in performance of this contract shall be included in the proposed total lump sum fee. Provide an estimated breakdown and total for all eligible reimbursable expenses, as defined in the proposed contract. ***Travel and subsistence expenses shall be included in the lump sum fee.*** Review AIA document B101-2017, Article 11.8, for allowable reimbursable expenses.

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

### **UNIQUE QUALIFICATIONS – 10 points**

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

### **PREFERENCES – 6 points (extra)**

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

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

Responders who are interested in becoming a certified vendor or to verify their T.G. eligibility and certification or E.D. certification, should refer to the state of Minnesota, Department of Administration, Office of Equity in Procurement Division website at <https://mn.gov/admin/business/vendor-info/oep/sbcp/>, or call the division's help line at (651) 296-2600.

## **Section IV. Additional RFP Response and General Contract Requirements**

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

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

### **Attachment 2: Workforce Certification**

For all contracts estimated to be in excess of \$100,000, Responders are required to complete the State of Minnesota – Workforce Certificate Information page and return it with the response. 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>.

### **Attachment 3: Not used.**

### **Attachment 4: Preference Form**

In accordance with M.S. 16C.16, the basis of award is that eligible certified targeted group (T.G.) vendor and certified economically disadvantaged (E.D.) vendor will receive a six percent (6%) preference. Preference will only be allowed if the vendor is certified prior to the scheduled submittal date.

### **Attachment 5: Veteran/Service Disabled Veteran-Owned Preference Form**

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs’ Center for Veteran Enterprises (CVE Verified) (prior to the solicitation opening date and time) will receive a preference in the evaluation of its proposal (consistent with RFP Section IV., Selection Criteria). Eligible veteran-owned small businesses include CVE verified, certified small businesses that are majority-owned and operated by veterans (pursuant to Minnesota Statute §16C.16, subd. 6a). Information regarding CVE verification may be found at <http://www.vip.vetbiz.gov>.

Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation per the form, will be given the preference.

### **Insurance Requirements**

A. The selected vendor will be required to submit a Certificate of Insurance to the SCC's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insured. The insurance policies will be issued by a company or companies having an “A.M. Best Company” financial strength rating of A- (Excellent) or better prior to execution 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, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
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

In addition, the following coverage must be included:

Products and Completed Operations Liability

Blanket Contractual Liability

Name the following as Additional Insured:

Board of Trustees of the Minnesota State Colleges and Universities

Ridgewater College

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)

In addition, the following coverage should be included:

Owned, Hired, and Non-owned

Name the following as Additional Insured:

Board of Trustees of the Minnesota State Colleges and Universities

Ridgewater College

4. Errors and Omissions (E & O) Insurance. The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the vendor's professional services required under this contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

The vendor will be required to submit a certified financial statement providing evidence the vendor has adequate assets to cover any applicable E & O policy deductible.

C. Ridgewater College 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 Ridgewater and copies of policies must be submitted to Ridgewater's authorized representative upon written request.

#### **State Audit**

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

#### **Minnesota Government Data Practices Act**

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

- Clearly mark all trade secret materials in its response at the time the response is submitted,
- Include a statement with its response justifying the trade secret designation for each item, and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

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

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

#### **Conflict of Interest**

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

#### **Organizational Conflicts of Interest**

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

#### **Physical and Data Security**

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

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13

relating to confidentiality of information received as a result of the contract. The vendor agrees that the above confidentiality laws will bind it, its officers, employees and agents and that it will establish procedures for safeguarding the information.

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

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

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

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 in its best interest.

## **Section V. RFP Responses**

### **Response Preparation**

Responses must be clear and concise. Responses that are difficult to follow or that do not conform to the RFP format may be rejected. By submitting a response to the RFP for this project, your firm commits to the schedule and to dedicating the required staff for the duration of the project.

### **Format**

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

### **Electronic RFP Response**

On-line submission will be received electronically through **QuestCDN** by **10:00 a.m.**, local time, on **Tuesday, December 15, 2020**. Reference ST.21 Instructions for A/E On-Line RFP Response. Quest CDN is free to potential respondents to download the RFP and attached documents but there is a \$10 fee for submitting your firm's proposal.

### **Required Attachments**

Include the following attachments:

- a. Signature Page
- b. Attachment 1: Affidavit of Non-Collusion
- c. Attachment 2: Workforce Certification
- d. Attachment 3: Equal Pay - *Not used*
- e. Attachment 4: Preference Form (If Applicable)
- f. Attachment 5: Veteran/Service Disabled Veteran-Owned Preference Form (if applicable)