

MINNESOTA STATE

Minnesota State University Moorhead

ROOF REPLACEMENT DESIGNER SERVICES REQUEST FOR PROPOSAL

for

**MacLean Hall Roof Replacement
Bookstore Area A**

April 9, 2018

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 *Minnesota State University Moorhead* 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://minnstate.edu/vendors/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.

**REQUEST FOR PROPOSALS
FOR
ROOF REPLACEMENT DESIGNER SERVICES**

Table of Contents

	Page
Section I. General Information	3
Background.....	3
Nature of RFP.....	3
Proposed Project Schedule.....	3
General Selection Criteria.....	4
Selection Process.....	4
Selection and Implementation Timeline.....	4
Contract Terms.....	4
Definitions.....	4
Applicable Law.....	5
Contract Assignment.....	5
Entire Agreement.....	5
Deviations and Exceptions.....	5
Mandatory Informational Meeting.....	5
Duration of Offer.....	6
Authorized Signature.....	6
Proposal Rejection and Waiver of Informalities.....	6
Parties to the RFP.....	6
Section II. Scope of Services	7
Project Budget and Proposal Costs.....	9
Information Contact.....	9
Section III. Response Evaluation	10
Section IV. Additional RFP Response and General Contract Requirements	10
Affidavit of Non-Collusion.....	10
Human Rights Requirements.....	10
State Audit.....	11
Minnesota Government Data Practices Act.....	11
Conflict of Interest.....	11
Organizational Conflicts of Interest.....	11
Physical and Data Security.....	12
Section V. RFP Responses	12
Submission	12
Proposal Content.....	13
Attachments	16
Attachment A. Affidavit of Non-Collusion	17
Attachment B. Human Rights Certification Information & Affirmative Action Data... 18	18
Attachment C. Disabled Individual Clause.....	20
Attachment D. Veteran-Owned/Service Disabled Veteran-Owned Preference Form 21	21

Section I. General Information

Background

With 30 community and technical colleges and seven state universities, Minnesota State is the largest provider of higher education in the state of Minnesota. Minnesota State's 54 campuses, conveniently located in 47 Minnesota communities, serve nearly 396,000 students. Fifty-eight percent of the state's undergraduate students attend a Minnesota State college or university. It is the fifth-largest system of higher education in the country. For more information about Minnesota State Colleges and Universities, please view its website at <http://www.minnstate.edu/> .

Nature of RFP

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Minnesota State University Moorhead**, hereinafter referred to as the "Owner", is requesting proposals to provide architectural and engineering consulting services for the design and construction administration services for roof replacement for **MacLean Hall Bookstore Area A, Minnesota State University Moorhead**. 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, ?, 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. 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 through an outside certified testing lab, which will guarantee test results within 48 hours of submittal. 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:

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

Bidding, Construction Observation and Construction Administration Phase Services shall also be included in proposals.

This RFP is undertaken by the Owner pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws. Accordingly, the Owner shall select a vendor whose proposal, and oral presentation, if requested, demonstrate in the Owner's sole opinion, the capability to best fulfill the purposes of this RFP in a cost effective manner. This RFP shall not obligate the Owner 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.

Proposed Project Schedule

Milestone Dates:

Phase	Begin	Complete
Design	May 2018	September 2018
Bidding	October 2018	November 2018
Construction	May 2019	July 2019
Closeout	August 2019	August 2019

Note construction schedule is contingent on legislative funding approval.

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

Selection Process

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

Selection and Implementation Timeline

Monday, April 9, 2018

Wednesday, April 18, 2018, 11am CDT

Wednesday, May 2, 2018, 2pm CDT

Monday, May 7, 2018

Week of May 14, 2018

Issue RFP to Consultants

Mandatory Information Meeting

Deadline for RFP proposal submissions

Estimated Complete selection process

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.minnstate.edu/system/finance/facilities/design-construction/AIA_documents/index.html

The B101 Agreement Attachment Letter for this RFP, modified to incorporate the Project Scope of Services and the negotiated fees, is included as a separate part of this RFP.

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.

Mandatory Information Meeting

Minnesota State will hold a **mandatory** information meeting on **Wednesday, April 18, 2018 at 11am in MacLean Hall Room 268. Attendance at this meeting is required for all Respondents to this RFP as a requirement precedent to submitting a response proposal.**

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) 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.
- 2) 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 being provided, a description of the existing roof systems being replaced and a narrative describing the new roof system, 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.
- 3) Construction Documents Phase: Prepare reroofing drawings and specifications per the current edition of the Minnesota State Facilities Design Standards, the Minnesota State Reroofing Design Standards Manual and the Minnesota State Exterior Masonry Design Standards Manual as minimums, all as applicable. Include asbestos-containing roofing materials removal and disposal specification section, if necessary. Include Division 0 documents from the Minnesota State Facilities Web site, prevailing wage rates for the county where the work is to be performed from the Department of Labor and Industry web site, and specification sections using CSI format for roofing, sheet metal, window/curtain wall, masonry, mechanical/electrical, etc. as applicable to the specific Project.

4) Formal Construction Documents shall include:

- Project Manual: Provide technical specifications for each division and section that applies to the reroofing and applicable masonry, mechanical, electrical, and asbestos removal work with emphasis on language so that the prescribed quality of all materials, products, components, and workmanship requirements are clear and unambiguous. Include a separate title page with signature block for approval, table of contents, drawing schedule, and division 0 documents.
- 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.

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 applicable building, life safety, and energy codes.

The successful vendor shall utilize the Owner's web-based enterprise project management system (EPMS), called e-Builder. This software includes real time Internet visibility of the Project status, coordination, reporting, and a central location for all Project information. The functionality of this software may include, but is not limited to the processing of: Plan Reviews, contracts, Purchase Orders, Change Orders, Invoices, Applications for Payment, and Requests for Information, Submittals and document management related to the Project. Minnesota State will provide and manage a log-in license for the vendor's designated Project representative(s) at no cost to the vendor. Minnesota State will provide initial software training to the vendor's designated Project representative(s) at no cost to the vendor. Except for licenses and initial training, Minnesota State assumes no responsibility for any real or potential costs associated with the use of this software by the vendor.

- 5) Bid & Award: Coordinate bid dates and times with the campus personnel where the roof project is located. Advertise roof 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.**
- 6) 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 the complete roofing system, 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.

- 7) 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 electronic and a hard copy of "As-Built" Record Documents and warranties to the C/U Project Manager and post on Owner's Enterprise Project Management System (e-Builder) 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 estimated roof construction cost is based on the latest roofing Predesign information. A copy of the applicable Predesign Report for this roof replacement Project is provided with this RFP. Design fees for each Project shall be based on the scope of work described in the Predesign and shall include sub-consultant engineers' design fees as required by the scope of the work. Construction Observation costs shall be based on requirements for full time observation and shall include all sub-consultant fees for structural, mechanical, electrical, window or other engineering observations and testing required for the Project. For fairness, use **Ten [10] weeks** as the base for roof working days on the Project and **provide a price for weekly observation and testing** that can be added or subtracted from the contract amount by contract amendment when the final roof working days are determined for each Project prior to bidding.

Funds amounting to \$64,000 have been appropriated pursuant to Minnesota Laws 2017, Chapter 8, Section 3, Subdivision 2 for design of the roof areas described. Note bidding, construction and construction administration are contingent on additional legislative funding approval.

Information Contact

To assure potential Responders receive the same information about the Project, only questions submitted by email for clarifications about this RFP will be addressed. Respondent questions must be emailed only to the attention of **Brenda Norris, bnorris@cpmi.com**, no later than **2pm, Wednesday, April 25, 2018** to ensure a web response by **2pm, Friday, April 27, 2018**. This is the only person authorized to respond to questions regarding this RFP. Questions will be answered by email by the campus Project Manager addressed to all Respondents who have received the RFP.

The **Minnesota State University Moorhead** agent for purposes of responding to inquiries about the RFP is:

Name: **Brenda Norris, CPMI**
Title: **Owner's Representative**
Address: 1104 7th Avenue S, Moorhead, MN 56563
Email: **bnorris@cpmi.com**
Phone: **701.388.3982**

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.

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

Affidavit of Non-Collusion

All Respondents shall complete **Exhibit 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 **Exhibit 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.

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 not later than **Wednesday, May 2, 2018 before 2pm:**

Name: **Brenda Norris, CPMI**
Title: **Owner's Representative**
Address: **Physical Plant Building
Minnesota State University Moorhead
709 17th Street South
Moorhead, Minnesota 56563**
Email: **bnorris@cpmi.com**

The Responder shall submit a response as a .pdf attachment to an email and/or a hard copy.
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) COVER LETTER:

Single face cover letter, including:

- a) Brief overview of the proposal

2) RESPONDER'S PROPOSAL: (BY SECTION)

i) PASS/FAIL REQUIREMENTS

- Proposal delivered on time.
- Attended mandatory information meeting.
- 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

- 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.
- Roof observation during Construction Administration shall be performed by a Roof Observer having a minimum of 5 years commercial roof construction experience or a minimum of 5

years of experience performing full time roofing 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:
 - a. Name, title and position in firm
 - b. Home base (if in a multi-office firm)
 - c. Responsibility on this Project
 - d. Years of experience
 - e. Relevant recent experience (if with another firm, so note)
 - f. Registration – List Minnesota or other registration numbers for all licensed professionals (include specialty if Professional Engineer), Registered Roof Observer (RRO), Registered Roof Consultant (RRC), etc.
 - g. Include copies of licenses for all registered professionals (reduced size legible copies are acceptable).

iii) PROJECT EXPERIENCE – 20 Points

Provide examples of similar projects of various size and complexity completed within 5 years prior to the date of this RFP 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 approach to evaluating a roof for replacement during the design phase and your familiarity and understanding of Minnesota State Roof and Facilities Design Standards in your approach to issues and to determine the final design. Description of approach should demonstrate integration of roofing, mechanical/electrical, masonry and window replacement (if applicable) 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) COST - 30 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.

Construction Administration fees shall be based on an **Ten [10]** week period. The Weekly Observation Fee will be used to amend the Construction Observation and Testing fee if the quantity of roof working weeks for the Project is less than or greater than the estimated weeks specified.

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: 30. The lowest proposed price is \$100. That proposal receives 30 points. The second lowest price is \$125. Divide \$100 by \$125. This equals .8. Multiply .8 x 30 = 24. 24 points would be awarded to second lowest proposal. The third proposal is \$140. Divide \$100 by \$140. This equals .71. Multiply .71 x 30 = 21.3 (round to the nearest whole number). 21 points would be awarded to the third lowest proposal.

vi) TESTING QUALIFICATIONS – 10 Points

Summarize your team’s testing capabilities specific to roofing services. Provide name and contact information of the testing firm, if subcontracted. Acknowledge test results can be provided within 48 hours of submittal.

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 <https://www.va.gov/osdbu/>.

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

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:

<https://www.va.gov/osdbu/>

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