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 Rochester Community and Technical College to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. 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. Rochester Community and Technical College also reserves the right to waive minor informalities and, notwithstanding 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

Roof Replacement - Main Campus Buildings: AT, ST, GL, SS, CC, and AH

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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.

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 Rochester Community and Technical College

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

Owner: the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Rochester Community and Technical College.

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 Rochester Community and Technical College hereafter referred to as the “Owner”, is soliciting proposals to provide architectural and engineering consulting services through the Schematic Design Phase for all roof areas listed and Design Development through the Construction Administration/Closeout Phase for our top priority roof replacement (to be determined) for the following building roof areas: Atrium (AT), Science and Technology Hall (ST), Goddard Library (GL), Student Services (SS), College Center (CC), and Art Hall (AH) Buildings, 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.
Schematic Design Phase services for all identified roof areas, along with Bidding, Construction Observation and Construction Administration and Closeout Phase Services for our top priority roof replacement area shall be included in proposal. 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.

This RFP is undertaken by Rochester Community and Technical College 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 roof replacement design and/or roof replacement construction of the Atrium, Science and Technology Hall, Goddard Library, Student Services, College Center, and Art Hall Building Roof Replacement, 851 30th Avenue SE, Rochester MN 55904.

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.

Institutional Goals
Established in 1915, RCTC is the largest higher education provider in the fastest-growing city in Minnesota, serving more than 7,500 students a year in credit courses and nearly 4,000 in non-credit continuing and workforce education programs. RCTC combines the best in liberal arts, technical, and life-long learning with more than 70 credit-based programs and over 100 credential options. RCTC’s expansive 518-acre campus includes university partnerships, a diverse student body, and a vibrant student life program. RCTC provides a unique learning environment that offers the feel of a four-year university campus with the commitment to access and opportunity of a two-year college. The mission of Rochester Community and Technical College is to provide accessible, affordable, quality learning opportunities to serve a diverse and growing community.

Project Description
The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities (Minnesota State), on behalf of Rochester Community and Technical College, intends to retain architectural and engineering services to design the Atrium, Science and Technology Hall, Goddard Library, Student Services, College Center, and Art Hall Building Roof Replacement project.

The Atrium, Science and Technology Hall, Goddard Library, Student Services, College Center, and Art Hall Building Roof Replacement project will focus on renovating approximately 54,250 square feet of roof area on the Main Building of the Rochester Community and Technical College Main Campus.
Project Budget and Fees

The estimated replacement costs for each building (roof section) are as follows:

- Atrium (AT) = $666,000.00
- Science and Technology Hall (ST) = $987,980.00
- Goddard Library (GL) = $707,009.00
- Student Services (SS) = $772,236.00
- College Center (CC3 & CC4) = $396,508.00
- Art Hall (AH1) = $219,626.00
- Total Cost of all Roof Replacement Areas = $3,749,359.00

The project will be constructed in six (6) phases with timing dependent upon available construction funding. The Owner intends to use the Design/Bid/Build delivery method for this project.

Milestone Dates

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design Submittal (all roof areas)</td>
<td>July 2020</td>
</tr>
<tr>
<td>Construction Document Submittal (priority roof area)</td>
<td>November 2020</td>
</tr>
<tr>
<td>Issue Bidding Documents</td>
<td>December 2020</td>
</tr>
<tr>
<td>Construction Start Date</td>
<td>April/May 2021</td>
</tr>
<tr>
<td>Substantial Completion date</td>
<td>August 2021</td>
</tr>
<tr>
<td>Final Completion date</td>
<td>November 2021</td>
</tr>
</tbody>
</table>

It is important to the campus to achieve the completion and occupancy dates for our highest priority Roof Replacement Project per the above Project Schedule. Responders to this RFP must be able to execute the project within the timeline shown.

Project Information

The following documents are available for review and download at: Minnesota State Facilities Opportunities

- Roof Condition Assessment Reports as prepared by Roof Spec, Inc.
- Atrium, Science and Technology Hall, and Student Services record drawings:
- Goddard Library record drawings:
- College Center record drawings:
- Art Hall record drawings:
- AIA B101-2017 Contract (sample)

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Day</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Posting</td>
<td>Monday</td>
<td>November 25, 2019</td>
</tr>
<tr>
<td>Mandatory Information Meeting</td>
<td>Tuesday</td>
<td>December 3, 2019, 2:00 p.m. in rm. AT102</td>
</tr>
<tr>
<td>RFP Questions Due</td>
<td>Monday</td>
<td>December 9, 2019</td>
</tr>
<tr>
<td>Addendum Issued</td>
<td>Tuesday</td>
<td>December 13, 2019, 12:00 p.m.</td>
</tr>
<tr>
<td>PROPOSALS DUE</td>
<td>Monday</td>
<td>December 30, 2019</td>
</tr>
<tr>
<td>Proposed Contract Execution</td>
<td>Friday</td>
<td>January 10, 2020</td>
</tr>
</tbody>
</table>

Rochester Community and Technical College desires to enter into a contract with the successful vendor by January 10, 2020. If Rochester Community and Technical College and the vendor are unable to negotiate and sign a contract by January 10, 2020, then the Rochester Community and Technical College reserves the right to seek an alternative vendor.

Information Meeting
A mandatory information meeting and site visit will be held on December 3, 2019 at 2:00 p.m., in room AT102 (Atrium) at Rochester Community and Technical College, 851 30th Avenue SE, Rochester MN 55904. The meeting will include a review of the RFP and scope of work, along with a brief tour of the planned roof replacement areas. There will be no additional private tours, meetings or communications outside the provisions in this RFP.

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:

Shayn Jensson, LEED AP
Facilities Project Manager
Shayn.jensson@rctc.edu

Questions regarding this RFP must be received no later than December 9, 2019, at 2:00 p.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 Atrium, Science and Technology Hall, Goddard Library, Student Services, College Center, and Art Hall Building Roof Replacement Project from (firm name)”. The Owner anticipates providing answers to such questions via addenda by noon, December 13, 2019. 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 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. Proposals may be rejected if discussions occur with the requesting agency outside the prescribed communication provisions set forth in the RFP.

**Contract**

**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 Rochester Community and Technical College” and the successful vendor.

**Contract Termination**
The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract 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.
- Design roof replacement scope, budget and timeline to meet projected MN State Building Code updates scheduled to be required after March 31, 2020.
- Assist the campus in evaluating construction-phasing options that minimize the disruption of the academic schedule. Clearly communicate design and cost ramifications of the schedule’s impact to allow the campus a complete understanding of the design and schedule decisions.
- 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 log-in license for the vendor’s designated Project representative(s) at no cost to the vendor. Minnesota State will provide initial software training to the vendor’s designated Project representative(s) at no cost to the vendor. Except for licenses and initial training, Minnesota State assumes no responsibility for any real or potential costs associated with the use of this software by the vendor.

B. Design: 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.
• Include detailed cost estimate to be included in the Schematic Design Report for each roof area.

• The formal Schematic Design/Design Development Reports 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.


  • 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 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, upload to e-Builder. Review document DIVO0.0001 Instructions for Division 00 Documents Advertised Bids on the Minnesota State eManual for detailed instructions on the format needed for electronic 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 all required permits are obtained by the Contractor. Review and approve submittals, review and approve Contractor’s Applications for Payment, initiate construction change directives and change orders, coordinate with campus personnel and campus schedules.
   - Verify construction conformance with the Contract Documents.
   - 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
- Construction Cost Estimator
- Other as Required to provide complete design

**Services Provided by Others**
The Owner may contract directly for, or arrange to provide:
- Hazardous materials survey, design and abatement, as needed
- Construction testing
- Other as Required to provide complete design

**Section III. Response Contents and Evaluation**
Criteria described below, based upon the point scale, will be used to evaluate Responder’s proposals. The evaluation may include requests for additional information, and will focus on the specifics of the Responder’s response to the RFP and approach. Proposals will be evaluated by the following criteria:

**PASS / FAIL REQUIREMENTS**
The Respondent shall:
1. Attend mandatory information meeting
2. Submit RFP response 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.
• 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:
  o Name and position in firm, include name of firm
  o Home base (if in a multi-office firm)
  o Responsibility on this project
  o Years of experience
  o Relevant recent experience (note if experience is with another firm)
  o 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 – 30 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 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 factor 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 – 10 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 will be awarded to each of the other proposals by dividing the lowest proposal by each of the other proposal costs. The answer will always be less than 1. Take the answer of the division and multiply by the maximum points. The answer will be the number of points (rounded to the nearest whole number) assigned to the total cost for this Respondent.

**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 Disadvantaged and Veteran-Owned Vendors will be eligible for the preference. This directory is located at [http://www.mmd.admin.state.mn.us/mn02001.htm](http://www.mmd.admin.state.mn.us/mn02001.htm)
Responders 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) 296-2402.
Section IV. 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.

Quantities
Responders shall submit three (3) original RFP responses. Responses shall be sealed in mailing envelopes or packages with the Responder’s name and address clearly written on the outside.

Hard Copy and Electronic File Copy
All responses shall be stapled only, portrait format, with no plastic. Include an index for easy reference. Insert a tab sheet before each section. Sequentially number all pages. Provide one (1) electronic copy on a flash drive or other electronic medium in .pdf format. Do not password protect this document.

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.

Required Attachments
Include the following attachments:
   a. Signature Page
   b. Attachment A: Affidavit of Non-Collusion
   c. Attachment B: Workforce Certification
   d. Attachment C: Veteran/Service Disabled Veteran-Owned Preference Form (if applicable)
   e. Attachment D: Equal Pay Certification (if applicable)

Submission
Hard copy responses must be received in the building and at the room as noted in the following address no later than 2:00 pm, December 30, 2019.

Responses shall be delivered to:

June Meitzner, Purchasing Manager
Rochester Community and Technical College
Student Services Building
851 30th Avenue SE, Rochester MN 55904
Phone 507-285-7213
E-mail June.meitzner@rctc.edu

Late responses will not be considered and will be returned to the Responder unopened. E-mailed responses are not a valid submission.

Section V. Additional RFP Response and General Contract Requirements

Attachment A: Affidavit of Non-Collusion
All respondents shall complete Attachment A and submit with their response to this request for qualifications.

Attachment B: Workforce Certification
For all contracts estimated to be in excess of $100,000, Responders are required to complete the State
Attachment C: 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.

Attachment D: Equal Pay Certification

If the Response to this solicitation could be in excess of $500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

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
- Rochester Community and Technical 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
- Rochester Community and Technical 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. Rochester Community and Technical 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 BSU and copies of policies must be submitted to BSU’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 after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to Brian Yolitz, Associate Vice Chancellor for Facilities, Minnesota State, 30 7th Street East, Suite 350, St. Paul, MN 55101, which must include a description of the action which the Responder has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor (consultant), and the terms “contract,” “contractor (consultant),” and “contracting officer” modified appropriately to preserve the State’s rights.

**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 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 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” to be 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 considered to be in its best interest.