

# MINNESOTA STATE COLLEGES AND UNIVERSITIES

## OFFICE OF THE CHANCELLOR

### REQUEST FOR PROPOSAL (RFP) FOR ROOF REPLACEMENT DESIGN SERVICES

**SPECIAL NOTE:** This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or the OFFICE OF THE CHANCELLOR 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. MnSCU reserves the right to reject a proposal if required information is not provided or is not organized as directed. MnSCU also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on [www.facilities.mnscu.edu](http://www.facilities.mnscu.edu). For this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

October 14, 2009

**REQUEST FOR PROPOSAL (RFP)  
FOR  
ROOF REPLACEMENT DESIGN SERVICES**

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## **Section I. General Information**

### **Background**

Minnesota State Colleges and Universities is the fifth-largest system of higher education in the United States. It is comprised of 34 two-year and four-year state colleges and universities with 54 campuses located in 46 Minnesota communities. The System serves approximately 240,000 students annually in credit-based courses, an additional 130,000 students in non-credit courses, and produces 32,000 graduates each year. For more information about Minnesota State Colleges and Universities, please view its website at [www.mnscu.edu](http://www.mnscu.edu).

### **Nature of RFP**

The OFFICE OF THE CHANCELLOR is requesting proposals to provide architectural and engineering consulting services for the design and inspection and testing services for roof replacement at eight colleges. Vendors may submit proposals for any or all eight roofs areas. Design work may include, but is not limited to, roof tear-off and replacement with a MnSCU approved roof system, mechanical work to replace and or move drains if necessary, raise mechanical units to accommodate minimum base flashing heights, relocate and or modify associated mechanical and electrical lines as required, replace roof hatches, add or modify roof access ladders, remove or replace skylights, evaluation and scope plan for masonry repairs to include installing through wall flashings above window and the intersection of low roof areas, ensure water-tightness of the building envelope and the integrity of the roofing system as required by the particular roof project. Inspection and testing phase will be contingent on legislative appropriation of funds in 2010.

Roofs included in this proposal:

Bemidji State University, Hagg Sauer Hall

Lake Superior College, Area C1 & C2

Minneapolis Community and Technical College, Hennepin Skyway, Area A & B

Minnesota West Community and Technical College, Pipestone, Area A & G

Minnesota State College Southeast Technical, Winona, Area C1 & C3

Minnesota State University Moorhead, Flora Frick Hall, Area A

Northland Community College, Thief River Falls, Area F

St Cloud Technical College, Area I & K

This RFP is undertaken by the OFFICE OF THE CHANCELLOR pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws. Accordingly, the OFFICE OF THE CHANCELLOR shall select one or more vendor whose proposal(s), and oral presentation(s) if requested, demonstrate in the OFFICE OF THE CHANCELLOR's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. The OFFICE OF THE CHANCELLOR reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of the OFFICE OF THE CHANCELLOR. This RFP shall not obligate

the OFFICE OF THE CHANCELLOR 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.

### **General Selection Criteria**

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

- A. Expressed understanding of proposal objectives and time frame.
- B. Work plan –approach and methodology.
- D. Qualifications of both company and personnel. Experience of personnel who are committed to work on the contract will be given greater weight than that of the company.
- E. Completeness, detail, and thoughtfulness of response as reflected by the proposal’s discussion and coverage of all elements of work listed above.
- F. Cost: Fees shall include, Schematic Design, Construction Documents, Bidding and Construction Administration (Observation & Testing). Included in fees should be all sub-consultant fees and reimbursable expenses required to provide the required services.

### **Selection Process**

The selection process includes members of the OFFICE OF THE CHANCELLOR Facilities Staff. This group will evaluate the proposals and make the final decision.

### **Selection and Implementation Timeline**

Monday, October 26, 2009	Publish RFP notice in <i>State Register</i>
Thursday, October 29, 2009	Conduct pre-award vendor conference
Monday, November 9, 2009, 2:00 p.m. CT	Deadline for RFP proposal submissions
Tuesday-Friday, November 10-13	Review and score RFP proposals
Monday, November 16, 2009	Complete selection process
Tuesday-Friday, November 17-20	Initiate Contracts
Tuesday, December 4, 2009	Deadline for executing contract

### **Contract Terms**

The successful responder will be required to meet all the terms and conditions and execute the current AIA Document B141 – Standard form of Agreement Between Architect and Owner as amended by Minnesota State Colleges and Universities. The B141 Attachment will be modified to incorporate the scope of the Project and negotiated fees. A copy of the AIA Document B141 can be obtained from the MnSCU Facilities Division website, [www.facilities.mnscu.edu](http://www.facilities.mnscu.edu), click on "Solicitation Announcements" or by contacting Minnesota State Colleges and Universities.

### **Definitions**

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

MnSCU: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the OFFICE OF THE CHANCELLOR.

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

Vendor: The firm selected by the OFFICE OF THE CHANCELLOR as the successful responder(s) 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 OFFICE OF THE CHANCELLOR.

### **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 vendor's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the vendor shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A vendor's failure to raise an issue related to the terms, conditions, specifications or manner of this RFP prior to the proposal submission deadline in the manner described shall constitute a full and final waiver of that vendor's right to raise the issue later in any action or proceeding relating to this RFP.

### **Pre-award Vendors Conference**

MnSCU will hold a pre-award vendors conference on **Thursday, October 29, 2009 from 10:00-11:00 p.m. in Conference Room 3309** at Wells Fargo Place, 30 7<sup>th</sup> Street East, Suite 350, St. Paul, MN 55101. It is recommended all potential or interested responders attend the conference.

Predesign reports for these roof replacement projects will be available on the web page.

### **Duration of Offer**

All proposal responses must indicate they are valid for a minimum of thirty (30) calendar days from the date of the proposal opening unless extended by mutual written agreement between the OFFICE OF THE CHANCELLOR 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. Proof of authority of the person signing must accompany the response.

### **Proposal Rejection and Waiver of Informalities**

This RFP does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees, the OFFICE OF THE CHANCELLOR 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. The OFFICE OF THE CHANCELLOR also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

1. reject any and all proposals received in response to this RFP;
2. select a proposal for contract negotiation other than the one with the lowest cost;
3. negotiate any aspect of the proposal with any vendor;
4. terminate negotiations and select the next most responsive vendor for contract negotiations;
5. terminate negotiations and prepare and release a new RFP;
6. terminate negotiations and take such action as deemed appropriate.

## **Section II. Parties to the RFP**

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 OFFICE OF THE CHANCELLOR and the successful vendor(s).

## **Section III. Vendor Requirements**

The OFFICE OF THE CHANCELLOR has set minimum qualifications as follows:

- Registered Engineer/Architect in the State of Minnesota with a minimum 5 years documented experience in new and replacement low slope gravel surface built-up roof design.
- Demonstrated ability to provide full time inspection and testing of low slope roofs that have a life expectancy of 40 years during construction phase.
- Demonstrated ability to estimate roof replacement costs.
- Demonstrated ability to staff and complete projects on schedule and within budget.
- Demonstrated ability to format and write concise and complete reports.
- Respondents must certify they are not associated with manufacturers or suppliers of roofing products.
- Familiarity with MnSCU Reroofing and MnSCU Facilities Design Standards
- Knowledgeable with the use of Skire “Unifier” (project management system ) for submitting documentation, invoices, pay applications, submittals, field and meeting reports and associated construction forms.

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

- 1) Schematic Design Phase: Interview facility personnel at the campus. Review original documents, review roof leak history, field verification of existing conditions by conducting destructive test openings (properly patched) of all roof systems and all details, energy analysis, schematic design report preparation, updated construction budget, and schematic design review meetings with both campus personnel and the OFFICE OF THE CHANCELLOR. Electrical/Mechanical, Structural, and Masonry consultant services and asbestos roofing material testing, if necessary shall also be included, with field verification of existing conditions and proper patching.
- 2) Formal Schematic Design report shall include:
  - Title page that includes project name and location, index, and signature block for approval by campus and O/C.
  - Project Identification with a campus map identifying and showing the outline of each roof area, proposed staging areas, north directional arrow.
  - Project Scope: Describe scope of roofing services being provided, a description of the existing roof systems being replaced and a narrative of the new roof system including all mechanical, masonry, and miscellaneous work. Highlight issues of the project and provide proposed solutions.
  - Provide an updated construction budget, which includes: #squares@cost/square, mechanical work, masonry work, 10% contingency, bid process fees, and estimated inspection and testing fees.
  - Provide an estimate of the construction schedule (number of roof working days or number of weeks)
  - Schematic design roof plan and major details at 3" = 1'-0" scale.
- 3) Construction Documentation Phase: Prepare reroofing drawings and specifications per the Minnesota State Colleges and Universities Roof Design Standards, including asbestos roofing material specification section, if necessary, as well as electrical/mechanical and masonry documents.
- 4) Formal Construction Documentation shall include:
  - Project Manual: Provide technical specifications for each division and section that applies to the reroofing and applicable mechanical, masonry, 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.
  - Provide an updated construction budget if different from Schematic Design.
  - Prepare 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 Minnesota State Colleges and Universities. All drawings and specifications must conform to Minnesota State Colleges and Universities Design Standards and adhere to all applicable building, life safety, and energy codes.

- 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 state procurement procedures. Conduct Pre-bid meeting. Attend bid opening, provide bid tab and award recommendations to the OFFICE OF THE CHANCELLOR.

- 6) Construction Administration: Schedule and facilitate Pre-construction, Construction (progress), and Pre-installation Meetings. Verify all required permits are obtained by the Contractor. Provide full time inspection and testing of the complete roofing system, review and approve submittals, review and approve Contractor pay application, initiate change orders, coordinate with campus personnel and campus schedules, and verify construction conformance with Design Standards and Construction Documentations. Provide daily field reports in an approved format by the OFFICE OF THE CHANCELLOR. Coordinate sub-consultant inspection and testing if applicable. Administer the punch list and closeout documentation and provide a set of record documents on disk at the end of the project.

### **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. Responder questions must be emailed only to the attention of Jim Morgan, (e-mail [James.morgan@csu.mnscu.edu](mailto:James.morgan@csu.mnscu.edu)) no later than 1:00 PM, November 3, 2009 to ensure a web response by 4:00 PM, November 4, 2009. This is the only person authorized to respond to questions regarding this RFP. When emailing questions, please include a subject line; "Roof Management Program RFP question from (firm name)". Questions must include the name of the questioner and his/her telephone number, fax number and/or e-mail address. Anonymous inquiries will not be answered. Questions will be answered by website addenda obtained from the Minnesota State Colleges and Universities Facilities website, [www.facilities.mnscu.edu](http://www.facilities.mnscu.edu), click on "Announcements". Responders are responsible for checking the website daily for any updated information on this project that is posted.

The OFFICE OF THE CHANCELLOR's agent for purposes of responding to inquiries about the RFP is:

**James P. Morgan**  
**Program Manager**  
**Wells Fargo Place**  
**30 7th St. E., Suite 350**  
**St. Paul, MN 55101-7804**  
**Phone: 651-296-3823**  
**Fax: 651-296-0318**  
**[James.morgan@csu.mnscu.edu](mailto:James.morgan@csu.mnscu.edu)**

**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 responders receive the same information about the Project, only questions submitted by email for clarifications about the RFP will be addressed by the contact person. Other persons are not authorized to discuss RFP requirements before the proposal submission deadline. The OFFICE OF THE CHANCELLOR shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons.

## **Section IV. Response Evaluation**

The following criteria and their identified weight will be used by the OFFICE OF THE CHANCELLOR to evaluate the responses:

- 1.
2. Expressed understanding of proposal objectives (10%)
3. Work plan – approach and methodology (20%)
4. Cost (25%)
5. Qualifications of the vendor and its personnel (experience of personnel who are committed to work on the contract will be given greater weight than that of the company) (20%)
6. Completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above (25%)

In some instances, an interview will also be part of the evaluation process.

The OFFICE OF THE CHANCELLOR reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. The OFFICE OF THE CHANCELLOR does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the **Selection and Implementation Timeline** above.

A proposal may be rejected if it is determined that a vendor's ability to work with the existing infrastructure will be too limited or difficult to manage.

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

The successful responder will be required to meet all the terms and conditions and execute the current AIA Document B141 – Standard Form of Agreement Between Architect and Owner as amended by Minnesota State Colleges and Universities. The B141 Attachment will be modified to incorporate the scope of the Project and negotiated fees. A copy of the AIA Document B141 can be obtained from the MnSCU Facilities Division website, [www.facilities.mnscu.edu](http://www.facilities.mnscu.edu), click on "Solicitation Announcements" or by contacting Minnesota State Colleges and Universities.

### **Affidavit of Non-Collusion**

All responding vendors are required to complete Exhibit A, the Affidavit of Non-Collusion, and submit it with the response.

### **Human Rights Requirements**

For all contracts estimated to be in excess of \$100,000, all responding vendors are required to complete Exhibit B, the Human Rights Certification Information and Affirmative Action Data Page, and submit it with the response. 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 responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363A.36. 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(s) must be available for audit purposes to MnSCU and the Legislative Auditor's Office for six (6) years after the termination/expiration of the contract.

## **Minnesota Government Data Practices Act**

The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU, its schools and the OFFICE OF THE CHANCELLOR 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, MnSCU, its agents and employees, from any judgments or damages awarded against the State or MnSCU in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MnSCU's award of a contract. In submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of MnSCU.

## **Conflict of Interest**

The vendor 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 it is contemplated in this Request for Proposal. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

## **Organizational Conflicts of Interest**

The responder 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 responder 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 school's chief financial officer or the OFFICE OF THE CHANCELLOR's 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 school or the OFFICE OF THE CHANCELLOR 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 school or the OFFICE OF THE CHANCELLOR 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, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve MnSCU'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, 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 MnSCU and the OFFICE OF THE CHANCELLOR.

The vendor shall recognize MnSCU's 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, MnSCU and the OFFICE OF THE CHANCELLOR 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 VI. RFP Responses**

### **Submission**

Sealed proposals must be received at the following address not later than 2:00 p.m. CT on Monday, November 9, 2009:

Institution: OFFICE OF THE CHANCELLOR  
Name: **James P. Morgan**  
Title: **Program Manager**  
Mailing Address: **Minnesota State Colleges and Universities**  
**Wells Fargo Place**  
**30 7th St. E., Suite 350**  
**St. Paul, MN 55101-7804**

The responder shall submit (3) hard copies of its RFP response and a compact disc with the RFP response in pdf format. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Proposals received after this date and time will be returned to the responder unopened.

Fax and e-mail responses will not be considered.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of “white out” is considered an alteration.

### **Proposal Format**

- a. 3 paper copies
- b. 1 electronic copy on CDs in .pdf format
- c. 8 ½ X 11, plastic comb bound or stapled only, portrait format, no plastic dividers or covers
- d. Maximum 20 faces (excluding cover letter, front and back covers, blank dividers, affidavit of non-collusion, affirmative action data page, disabled individual clause)
- e. All pages numbered
- f. Font size no smaller than 10 point

### **Proposal Content**

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

a. COVER LETTER:

Single face cover letter, including:

- Brief overview of proposal

b. RESPONDER’S PROPOSAL: (BY SECTION)

1. INFORMATION ON FIRM (S)

For prime firm and each consultant firm provide brief description including:

- Name and location
- Year established
- Legal status
- Ownership
- Staffing by discipline, total staff, and how many employees are located in Minnesota
- For each firm 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.

2. PROJECT TEAM

a. For each team member provide:

- Name and position in firm
- Home base (if in multi-office firm)
- Responsibility on this project
- Years of experience
- Relevant recent experience (if in another firm, so note)
- Registration

3. TEAM ORGANIZATION

If sub-consultants are a part of the team, explain how they will be utilized in conjunction with staff.

4. ON-LINE CONSTRUCTION DOCUMENT DISTRIBUTION EXPERIENCE

Provide examples of clients who have used your services.

- Name and location of client

5. APPROACH/METHODOLOGY

Describe your understanding of the project, significant issues to be addressed and your specific approach to the planning, scheduling and execution of this program.

6. UNIQUE QUALIFICATIONS

Briefly summarize your team's unique qualifications for this project.

7. FEE CHART

Provide pricing per the following table format replacing the Roof # with the actual College/University Roof Name:

	Roof 1	Roof 2	Roof 3	Roof 4	Roof 5	Roof 6	Roof 7	Roof 8
SD Fee								
CD Fee								
Bidding								
CA Fee								
TOTAL								

**Exhibit 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 Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## **Exhibit B. Human Rights Certification Information and Affirmative Action Data Page**

### **NOTICE TO CONTRACTORS AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE**

It is hereby agreed between the parties that MnSCU 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 5<sup>th</sup> Street, Suite 700, St. Paul, Minnesota 55101.

#### **AFFIRMATIVE ACTION DATA PAGE – FOR RESPONSES IN EXCESS OF \$100,000 ONLY**

If a response to this solicitation is in excess of \$100,000, complete the information below to determine whether the business or firm is subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement and to provide documentation of compliance if necessary. *It is the sole responsibility of the business or firm to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the response and to obtain Human Rights certification prior to the execution of the contract.*

**Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$75.00 fee for each Certificate of Compliance issued. A business or firm must submit its affirmative action plan along with a cashier's check or money order in the amount of \$75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101.**

**How to determine which boxes to complete on this form:**

Then you must complete these boxes...	Box A	Box B	Box C	Box D
<b>On any single working day within the previous 12 months, the company...</b>				
employed more than 40 full-time employees in Minnesota.	•			•
did not employ more than 40 full-time employees in Minnesota but did employ more than 40 full-time employees in the state where the company is domiciled.		•		•
did not employ more than 40 full-time employees in Minnesota or the state where the company is domiciled.			•	•

**BOX A – For a company which has employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months,**

Its response will be rejected unless the company:

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 and time the responses are due.

Check one of the following statements if the company has 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. Include a copy of your certificate with your response. **Proceed to BOX D.**
- We do not have a current Certificate of Compliance but we have submitted an affirmative action plan to the MDHR for approval which the Department received on \_\_\_\_\_(date) at \_\_\_\_\_(time). [If you do not know when the Department received your plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance and have not submitted an affirmative action plan to the MDHR. *We acknowledge our response will be rejected.* **Proceed to BOX D.**

**Note:** A Certificate 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 reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B - For a company which has not had more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is domiciled,**

the company may achieve compliance with the Minnesota Human Rights Act by certifying it is in compliance with applicable federal affirmative action requirements.

Check one of the following statements if the company has not employed more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is located:

- We are not subject to federal affirmative action requirements. **Proceed to BOX D.**
- We are subject to federal affirmative action requirements and are in compliance with those requirements. **Proceed to BOX D.**

**BOX C – For a company not described in BOX A or BOX B,**

The company is not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on a single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D.**

**BOX D – For all companies**

By signing this statement, you certify the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone number: \_\_\_\_\_

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Unit

Mail: 190 East 5<sup>th</sup> Street, Suite 700

St. Paul, MN 55101

Website: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)

Metro: 651.296.5663

Toll Free: 800.657.3704

Fax: 651.296.9042

TTY: 651.296.1283

**MINNESOTA STATE COLLEGES AND UNIVERSITIES  
NOTICE TO VENDORS**

**AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE**

The amended Minnesota Human Rights Act (Minnesota Statutes §363A.36) divides the contract compliance program into two categories. Both categories apply to any contracts for goods or services in excess of \$100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an affirmative action plan to the Commissioner of the Department of Human Rights prior to the due date and time of the response and must have received a Certificate of Compliance prior to execution of the contract or agreement.

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to MnSCU that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5<sup>th</sup> Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; TTY: 651.296.1283.

**MnSCU is under no obligation to delay the award or the execution of a contract until a vendor has completed the Human Rights certification process. It is the sole responsibility of the vendor to apply for and obtain a Human Rights certificate prior to contract execution.**

It is hereby agreed between the parties that MnSCU will require affirmative action requirements be met by vendors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600.

Under the Minnesota Human Rights Act, §363A.36, subdivision 1, no department or agency of the state shall execute an order in excess of \$100,000 with any business within the State of Minnesota having more than 40 full-time employees in a single working day during the previous 12 months unless the firm or business has an affirmative action plan for the employment of minority persons, women, and the disabled that has been approved the Commissioner of Human Rights. Receipt of a Certificate of Compliance issued by the Commissioner shall signify that a firm or business has an affirmative action plan approved by the Commissioner.

Failure by the vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statutes §363A.36, subdivisions 3 and 4).

A certificate is valid for a period of two (2) years.

**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: \_\_\_\_\_