

Minnesota State Colleges and Universities

Request for Proposals for Designer Selection for

Bemidji State University

Birch Hall Renovation

To Minnesota Registered Design Professionals:

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Bemidji State University has been requested to select a design team for the above project. Proposals from interested firms must be received by, **4:00 p.m. CDT Monday, July 26, 2010** to:

Dale Ladig
Director of Residential Life
Bemidji State University
Box #33
Walnut Hall
1500 Birchmont Drive NE
Bemidji, MN 56601

**PROPOSALS RECEIVED AFTER THE SUBMISSION DEADLINE WILL
NOT BE CONSIDERED.**

Questions relating to the project are to be referred to the project contact(s) in Item 1.k.

1. PROJECT

a. PROJECT DESCRIPTION:

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Bemidji State University intends to retain architectural and engineering consulting services for the design and renovation of Birch Hall.

Birch Hall is an existing three story traditional-style resident hall constructed in 1952. Birch Hall is a popular hall among upper class students due to the close proximity to the academic core of campus, and the mix room types, historic charm, and views of Diamond Point Park.

Birch Hall has single and double-occupancy resident rooms that are double loaded off a main corridor.

Each floor has two wings, each having a shared common bathroom and open lounge space at mid-hallway.

Birch Hall currently has an under-utilized basement space that houses mechanical, central laundry, and meeting/amenity spaces.

The pre-design is consistent with the recommendation in the residence life master plan to renovate Birch Hall based on the existing mix of single and double-room occupancy and shared bathrooms. The master plan also recommended relocating the existing Student Health Services Center elsewhere and converting that floor back to residence rooms, as well as to renovate the first floor and basement amenity spaces for better utilization of space and aesthetics.

The scope of work identified in the pre-design for Birch Hall includes:

- Selected site improvements such as landscaping and Lakeside Patio, and selective window/curtainwall replacement to enhance the building's "curb appeal".
- Demolishing and replacing existing 2" plaster interior walls with metal stud & gyp board walls for improved acoustics and finish.
- Updating finishes, doors, and lighting throughout.

- Renovating resident rooms with built-in wardrobes, all new electrical service, IT cabling & wireless access, and baseboard heat with individual room controls.
- Renovating the 2nd and 3rd floor lounges to be centrally located, providing a hall kitchen on one floor, study and conference space on the other, and views to Lake Bemidji for both.
- Removing and replacing all mechanical, HVAC, and electrical distribution systems and fire alarm, and adding fire sprinkler system.
- Renovating first floor commons space for improved student amenity and staff spaces.
- Renovating/creating two apartments and creating accessible units on first level.
- Converting the 1st Floor Student Health Services Center back to the typical residential room layout.
- Current bed count will be increased to 205 beds after renovation project due to relocation of Student Health Services.
- Removal/demolition of the commercial laundry area in the basement.
- Re-configuring basement circulation to minimize pedestrian/utility conflicts.
- Adding central elevator to provide HC access to all floors and parking lot grade level.

b. SCOPE OF SERVICES:

The selected design team shall:

- Prepare all design documents using computer aided design and drafting technology in an electronic data exchange file format acceptable to Minnesota State Colleges and Universities. In addition, manage and maintain project information within the Minnesota State Colleges and Universities web-based project information system (PMIS). The software product is Unifier, by Skire. It includes real-time visibility of the project status, better coordination, simplified reporting, a central location for all project information and it eliminates duplication of work. Minnesota State Colleges and Universities will provide the selected firm with a login license and initial software training for the selected firm's designated Project representative(s) at no cost to the firm. Except for licenses and initial training, Minnesota State Colleges and Universities assumes no responsibility for any real or potential costs

associated with the use of Unifier product by the selected firm.

- Confirm the project original predesign to understand the program needs for this project by meeting with stakeholders and project partners.
- Assist campus in evaluating staging aspects that minimize the disruption of the academic schedule. The design team will need to clearly communicate design and cost ramifications of the schedule impact to allow the campus full understanding of the design and schedule decisions.
- Ensure the renovation complements the aesthetics of the existing building and the overall campus architecture.
- Include field verification of existing conditions and systems in scope of services.
- Use evaluations of existing adjacent buildings' along with campus-wide structural, mechanical and electrical systems to determine capabilities and design capacities to support the renovation and to be consistent with the university's Master Facilities Plan.
- Complete all designs, drawings and specifications in accordance with, as a minimum:
 - a. Current Minnesota State Colleges and Universities Design Standards, available on website: www.facilities.mnscu.edu
 - b. All applicable building, life safety and energy codes
 - c. ADA regulations
 - d. Program requirements
 - e. State of Minnesota Sustainable Building Guidelines (B3)
 - f. Mechanical & Electrical codes

c. SPECIAL CONSIDERATIONS:

Design Team Requirement:

- The firm shall provide examples of current and recent higher education renovation and new construction projects of similar size and scope.
- The design team shall demonstrate their use of life cycle costing during the design process. Life cycle

items include, but are not limited to, energy efficiency, sustainability, and the maintainability of design, materials, and equipment.

- The firm shall demonstrate ability to clearly communicate and engage the client in appropriate scheduling and cost analysis that maximizes the building potential.
- The firm shall demonstrate the ability to work with varying stakeholders and partners.
- The firm shall demonstrate ability to advance campus sustainability goals.
- A history of constructability, meeting schedule deadlines, accurate cost estimating and designing within a project budget are critical criteria for selection of a designer. Quality control and complete, accurate and fully coordinated contract documents are an important element of the selected design team's services.
- A change order history of recent past projects and how the team proposes to address this issue shall be provided as part of their submittal. The prime firm(s) shall list the project name and type (new, renovation, and/or remodeling), contract construction budget, bid award amount, total change orders (amount and percentage of overall budget), and total change orders initiated by owner (amount and percentage of overall budget) for projects listed in the proposal.

Project Name and Type	Construction Budget	Bid Award Amount	Total Change Orders- Amount and Percentage	Total Change Orders by Owner - Amount and Percentage
TOTAL				

- The design team shall provide examples of recently related completed projects, including adjacent building additions and innovative solutions, for review, by the selection committee.

d. **REQUIRED CONSULTANT TEAM:**

- Architectural Services – including interiors, furniture, fixtures and equipment design, interior and

exterior identification and directional signage, cost estimating (if not provided by internal assets may be provided by consultant, see services listed below), project scheduling that includes assistance with staging concepts for construction, construction administration and provide all services related to the State of Minnesota Building Guidelines (B3), specifically required of the Guideline Leader for design and construction of the project

- Civil Engineer
- Landscape Architect
- Structural Engineer
- Mechanical Engineer – including fire protection engineering and integration with the existing energy management system
- Electrical Engineer – including integration with the existing security and fire detection and alarm systems
- Telecommunications, data, security, and audio/visual Systems Design
- Cost Estimating Consultant (unless provided as part of the architectural firm's services)
- Roofing Consultant - A roof design consultant coordinated with and acceptable to the Bemidji State University and the Office of the Chancellor will be an integral part of the consultant's design team. The design consultant's fee shall include the fees and reimbursable expenses of the roof design consultant.

e. **SERVICES PROVIDED BY OTHERS:**

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

- Site survey, geo-technical, environmental and material testing programs
- Construction Document quality control review consultation
- Construction testing and exterior envelope inspection
- Mechanical and electrical systems commissioning services
- Owner's Representative services

f. PASS/FAIL REQUIREMENTS:

The requirements of this section will be assessed on a pass/fail basis. Responders must “pass” each of the requirements identified to proceed to the proposal evaluation stage.

- The responder’s proposal must be submitted on time.
- Responders have made affirmative representations of the following on the transmittal form:
 1. Original Signature in ink of principal of prime firm
 2. A statement that proposal contents are true and accurate to the best knowledge of signatory
 3. A statement of commitment to enter into the work promptly, if selected, by engaging the consultants and assigning the persons named in the proposal along with adequate staff to meet requirements of the work.
 4. A statement indicating that the consultants listed have been contacted and have agreed to be a part of the team.
 5. A statement indicating that consultants are willing to enter into a contract using the state’s contract forms and agreeing to their terms.

g. PROJECT BUDGET/FEEES:

The estimated total project cost is \$7,140,000. This cost includes all professional fees and reimbursable expenses, site investigations and surveys, building and site construction, project management, construction inspection and testing, furniture, fixtures, equipment, contingencies, percent for art and inflation factors. The design fees for this project are anticipated to be approximately 8 % of the budgeted construction cost plus reimbursable expenses. Final total fees will be negotiated with the selected design team.

Funds in the amount of approximately \$500,000 from the 2009 revenue funds have been appropriated tentatively for the development phases of this project. Additional funds for the construction are anticipated from revenue fund bond sales scheduled for January 2011.

h. PROJECT SCHEDULE:

Phase	Begin	Complete
Pre-design Validation & Schematic Design	August 2010	October 2010
Design Development	November 2010	February 2011
Construction Documentation	February 2011	March 2011
Bidding	March 2011	April 2011
Construction	May 2011	May 2012

i. PROJECT PRE-DESIGN INFORMATION:

The Pre-design Report dated May 2010 was prepared by ESG Architects. An electronic copy of this report is available at http://www.bemidjistate.edu/offices/procurement_logistics/rfps_bids/ A copy will also be available for review at Bemidji State University, Walnut Hall, 1500 Birchmont Drive NE, Bemidji, MN 56601. For review, contact Dale Ladig at rladig@bemidjistate.edu , 218-755-3750.

j. PROJECT INFORMATIONAL MEETING(S)/SITE VISIT(S):

A mandatory informational meeting is scheduled for 1:00 PM, Thursday, July 15, 2010, in the Office of Residential Life, Walnut Hall. All firms interested in this meeting should contact Dale Ladig, (e-mail rladig@bemidjistate.edu) to sign up for the meeting. This informational meeting will include a tour of the proposed project areas and a review of the scope of work. To avoid any possible unfair competitive advantage among responders during the solicitation process this will be the only public meeting for the project. There will be no private tours, meetings or communications outside the provisions in this RFP.

k. QUESTIONS REGARDING THIS PROJECT:

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 Dale

Ladig (e-mail rladig@bemidjistate.edu) no later than 1:00 PM, Friday, July 16, 2010 to ensure a web response by 4:00 PM, Wednesday, July 21,2010 . This is the only person authorized to respond to questions regarding this RFP. When emailing questions, please include a subject line, "RFP question from (firm name)". Questions will be answered by website addenda obtained from the Bemidji State University website

http://www.bemidjistate.edu/offices/procurement_logistics/rfps_bids/. Responders are responsible for checking the website daily for any updated information on this project that is posted.

No member of the proposing firm or its sub-consultants shall discuss this Request for Proposal (RFP) or the project with any member of the requesting agency from the date of publication of this RFP in the State Register, other than the prescribed communication provisions set forth in 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 until after the completion of interviews for this project. Proposals may be rejected by Bemidji State University if discussions occur with the requesting agency outside the prescribed communication provisions set forth in the RFP.

1. SELECTION SCHEDULE:

Mandatory Pre-Proposal Project Information Meeting and Site Visit:	Thursday, July 15, 2010 1:00 PM
Project Proposals Due:	Monday, July 26, 2010, by 4:00 PM
Project Shortlist:	Monday, August 2, 2010
Project Interviews and Award:	Tuesday, August 10, 2010

n. INTERVIEWS, TEAM CHANGES AND INTERVIEW MATERIALS

Proposers who are short-listed for interviews will be notified in writing by email.

Interviewed firms may not submit any additional materials to the University beyond their original proposal with the exception of the following:

- An addendum to the original proposal regarding a new design team member, consultant firm or firm member may be submitted under the following conditions:
 - If the team has been awarded another major project since the Request For Proposal due date and the team member is working on the project awarded, resulting in a conflict;
 - If a team member has left one of the submitting firms since the Request For Proposal due date;
 - If a team member must be removed due to cause

In such cases, the addendum should include a cover letter of no more than one page explaining cause and attach a resume of no more than one page.

- A copy of the proposer's presentation materials may be distributed during the interview, such as a PowerPoint presentation or presentation boards. Such materials should only include materials covered by the team during the interview.

o. **SAMPLE CONTRACT:**

The successful responder will be required to meet all the terms and conditions and execute the current AIA Document B101 – Standard form of Agreement between Owner and Architect as amended by Minnesota State Colleges and Universities. A copy of the AIA Document B101 will be made available at the Minnesota State Colleges and Universities Facilities website, http://www.finance.mnscu.edu/facilities/design-construction/pm_emanual/index.html or by contacting Bemidji State University.

NOTE: A roof design consultant coordinated with and acceptable to the Minnesota State Colleges and Universities' institution and the Office of the Chancellor will be an integral part of the consultant's design team. The design consultant's fee shall include the fees and reimbursable expenses of the roof design consultant.

2. PROPOSAL FORMAT

- a. 8 paper copies
- b. 8 ½ X 11, plastic comb bound or stapled only, portrait format, no plastic dividers or covers
- c. Maximum 20 faces (excluding cover letter, front and back covers, blank dividers, transmittal form, affidavit of non-collusion, affirmative action data page, location of service form and organizational conflict of interest statement)
- d. All pages numbered
- e. Font size no smaller than 10 point
- f. Responders are highly encouraged to follow the order of proposal contents found in section 3 of this RFP.
- g. In addition, provide 2 electronic copies on CDs in .pdf format. The file size should be 2-3 mb or less. Use the reduce file size feature if necessary to accomplish this. The document should be password secured against copying of text, images and other content.

3. PROPOSAL CONTENTS

a. TRANSMITTAL COVER:

Firms are required to submit one original transmittal form with their responses. The required form is attached and also available on the SDSB website at <http://www.state.mn.us/sdsb>, click on “Forms,” and then on “Proposal Transmittal Form.” Please attach the following to the Transmittal form: affidavit of non-collusion, affirmative action data page, location of service form, organizational conflict of interest statement and immigration status certification.

b. COVER LETTER:

Single face cover letter, including:

- Brief overview of proposal

c. 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.
- For the prime firm - identify if certified as a Targeted Group/Economically Disadvantaged firm

2. PROJECT TEAM

- a. Brief statement of team's past or present working relationships
- b. For each team member provide:
 - Name and position in firm, include name of firm
 - Home base (if in multi-office firm)
 - Responsibility on this project
 - Years of experience (Note that Section 1.c of this RFP often stipulates requirements for specific team members in this area.)
 - Relevant recent experience (if in another firm, so note)
 - Registration (including specialty if engineer)
 - Specifically address the availability of appropriate personnel and their capacity to accomplish the work within the time constraints

3. TEAM ORGANIZATION

If planning or design consultants are a part of the team, explain how they will be utilized (e.g. major role during design, absent during construction, etc). Matrix or chart is suggested.

4. PROJECT EXPERIENCE

For architectural, planning, and/or landscape architecture firms, please provide examples of relevant projects recently completed or in progress including:

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

For engineering or technical firms, provide examples of relevant projects recently completed or in progress including the above. Photographs, sketches and/or plans are to be for only that portion of the work for which firm was responsible. For example, if the firm designed the mechanical system, then a photo of the mechanical system is appropriate, not an exterior building image (unless relevant to the system design).

5. APPROACH/METHODOLOGY

Describe your understanding of the project, significant issues to be addressed and your *specific* approach to the planning, design and construction process for this project. Address constraints you perceive that may affect this proposed project.

6. UNIQUE QUALIFICATIONS

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

7. ADDITIONAL FORMS

One (1) copy of the following forms must be included with the proposal submitted:

- The information on the **Affirmative Action Data Page** is complete and signed.
- **Affidavit of Noncollusion** form is completed, signed, and notarized.
- **Location of Service Disclosure and Certification** form is complete and signed.
- A statement regarding **organizational conflicts of interest**
- *If applicable*, **Veteran Owned/Service Disabled Veteran-Owned Firm** form is completed.

4. SELECTION CRITERIA

In making its selection of designers the University will consider the criteria stated in Section 1, project description. The order of the criteria does not imply priority, nor are they necessarily weighted equally.

1. **Qualifications and technical competence** in the required field of design and **prior performance** of the team on projects for the state and others. This is demonstrated by experience of the proposed team on similar projects and by the proposed team's discussion in the proposal and in the interview. [Note: Unsatisfactory performance must be documented in writing from the Commissioner of Administration, the University of Minnesota or Minnesota State Colleges and Universities based on criteria set forth in Minnesota Statutes 16B.33 Subd 4(f).] (Primary importance)
2. **Leadership, integration and cohesiveness of the proposed team, compatibility** between the proposed team and the project stakeholders, and **availability** of appropriate personnel and capacity to accomplish the work within the required constraints. This is demonstrated by:
 - A. The organization and work plan of the project team and commitment to assign and support the team members proposed.
 - B. The team dynamics, previous experience of the team working together, and leadership style shown in the interview.
 - C. The stakeholders' perception of the style demonstrated at the interview as well as previous positive working relationships. (Primary importance)
3. Ability to deal with **aesthetic factors**. This is demonstrated by experience of proposed team on similar projects. (Primary importance)
4. The proposed team's **project understanding**, the **approach/methodology** as it applies to this project, and the constraints and issues affecting this proposed project. This is demonstrated by the team's proposal and discussion in the interview. (Primary importance)
5. **Unique qualifications** of the proposed team. This is demonstrated by qualifications of the proposed team. (Primary importance)

6. The following 'fairness' factor will also be considered:

Geographic relationship of the designer's base to the project site. This is demonstrated by the location of the prime firm and/or its consultants with respect to the project site.

5. RIGHTS RESERVED

Notwithstanding anything to the contrary, the State reserves the right to:

1. Reject any and all Proposals received in response to this RFP;
2. Disqualify any Responder whose conduct or Proposal fails to conform to the requirements of this RFP;
3. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
4. Select for contract or for negotiations a Proposal other than that with the lowest cost or the highest evaluation score;
5. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP and waive informalities contained in the RFP;
6. Negotiate as to any aspect of the Proposal with the selected Responder including asking for a Responder's "Best and Final" offer;
7. Extend the contract for up to an additional three years, in increments determined by the State, not to exceed a total contract term of five (5) years; and
8. Cancel the Request for Proposal at any time with no cost or penalty to the State

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.

6. CONTRACT REQUIREMENTS

a. AFFIDAVIT OF NONCOLLUSION

Each responder must complete the attached Affidavit of Noncollusion. This form is available at www.state.mn.us/sdsb , click on "Forms".

b. CONFLICTS OF INTEREST

Responder 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.

c. ORGANIZATIONAL CONFLICTS OF INTEREST

The responder must include in their proposal a statement warranting 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 William Maki, Vice President for Finance and Administration, Bemidji State University, 1500 Birchmont Drive NE, Bemidji, MN 56601 which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization 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.

d. **DISPOSITION OF RESPONSES**

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 State will not consider the prices submitted by the responder 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.

e. **CONTINGENCY FEES PROHIBITED**

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

f. **HUMAN RIGHTS REQUIREMENTS**

For all contracts estimated to be in excess of \$100,000, responders are required to complete the Affirmative Action Data page and return it with the response. The form is available on the State Designer Selection Board

website www.state.mn.us/sdsb , click on "Forms." As required by Minn. R. 5000.3600, "It is hereby agreed between the parties that Minn. Stat. § 363A.36 and Minn. R.5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it". A copy of Minn. Stat. § 363.36 and Minn. R.5000.3400 - 5000.3600 are available on the website <http://www.admin.state.mn.us/recs>.

g. **WORKERS' COMPENSATION AND OTHER INSURANCE**

By submission of a proposal, responder certifies that it is in compliance with all insurance requirements specified in MnSCU's current AIA Document B101 – Standard form of Agreement between Owner and Architect as amended by Minnesota State Colleges and Universities. A copy of the AIA Document B101 is available at the Minnesota State Colleges and Universities Facilities website, www.facilities.mnscu.edu, click on "Announcements" or by contacting MnSCU.

Bemidji State University

Birch Hall Renovation Project 10- Transmittal Form [company name]

Date:

Firm Name:

Contact Person:

Firm Address:

Direct Phone:

Phone Number:

Email Address of Contact Person:

Fax Number:

Company Email address:

Response includes:

- Transmittal Sheet - this page with the following attached to it:**
 - Affidavit of Non-Collusion
 - Location of Service Form
 - Organizational Conflict of Interest
 - Affirmative Action Certificate
 - Veteran Owned/Service Disabled Veteran Owned Preference Form (*if applicable*)
- Cover Letter (no more than one page)**
- (12) Copies of Proposal: (each proposal is no more than twenty pages and includes:)**
 - Cover Letter
 - Information on Firms
 - Project Team
 - Team Organization
 - Project Experience
 - Fee Chart (or statement of no fees in last four years)
 - Does not exceed 20 faces (excluding cover letter, blank dividers, front & back covers)
 - Project Approach/Methodology
 - Unique Qualifications
 - All pages are numbered
 - Portrait format and stapled
 - No plastic dividers or covers

Proposer certifies that no member of the proposing firm or its sub-consultants has discussed this Request for Proposal (RFP) or the project with any member of the requesting agency from the date of publication of this RFP in the State Register, other than the prescribed communication provisions set forth in the RFP.

Proposer further certifies that no member of the proposing firm or its sub-contractors will have any discussions regarding this RFP or project with any member of the requesting agency until after the completion of interviews for this project.

Proposer understands that its proposal will be disqualified if discussions occur with the requesting agency outside the prescribed communications provisions set forth in the RFP.

By signing below, (Name of Firm) agrees:

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

Signature: _____

Dated: _____

MINNESOTA STATE COLLEGES AND UNIVERSITIES

AFFIDAVIT OF NON-COLLUSION

I hereby 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 for Designer Selection for Bemidji State University Birch Hall Renovation** 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 Request for Proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder or its surety on any bond furnished with the Request for Proposal and will not be communicated to any such person prior to the official opening of the Request for Proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Company Name: _____

Subscribed and sworn to me this day of _____, 20_____.

Notary Public

My commission expires _____, 20_____.

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 5th 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 by 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.

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 5th 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
On any single working day within the previous 12 months, the company...				
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.			•	•
<p>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,</p> <p>Its response will be rejected unless the company:</p> <ul style="list-style-type: none"> 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. <p>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:</p>				

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: _____