

Request for Proposal

Minnesota Legislature Television System Acquisition Project –
Minnesota Senate Building Equipment & Minnesota Capitol Equipment
Legislative Coordinating Commission

May 20, 2024

Amended June 25, 2024, Amended June 27, 2024

Fiscal Agent: Legislative Coordinating Commission
658 Cedar St
1st Floor North, Centennial Office Building
St. Paul, MN 55155
651.296.0099

Proposals Due: ~~June 26, 2024 @ 11:59 PM CDT~~
***Update – July 2, 2024 @ 11:59 PM CDT**

Project Manager: FinePoint Technology, LLC
416 Gateway Blvd
Burnsville, MN 55337
612.254.7345

Section 1: Overview

The Office of the Legislative Coordinating Commission (LCC or Owner), a nonpartisan office of the Minnesota Legislature, requests proposals from qualified entities for the acquisition and installation of a replacement system for television production and distribution of legislative activities of the Senate Media Services (SMS) that reside in the Minnesota Senate Building (MSB) and the State Capitol (CAP), activities of the House Public Information Services (HPIS) that reside in the State Capitol (CAP), and the system that is utilized jointly by SMS and HPIS that reside in the CAP. It is anticipated Owner/LCC will issue a change order or separate request for proposals in 2025 for the acquisition and installation of a replacement system for the HPIS after the renovations of the State Office Building (SOB) is complete prior to the 2027 legislative session that will begin early January 2027.

The successful vendor will work with SMS, HPIS, and LCC. Additionally, the vendor will be closely working with FinePoint Technology (FinePoint) who is providing project management services.

Proposals are due by ~~11:59 PM CDT June 26, 2024~~ ***Updated: 11:59 PM CDT July 2, 2024.**

Section 2: Summary of Scope and Objectives

The LCC, on behalf of SMS and HPIS, is seeking vendor services for the acquisition and installation of a replacement system for television production and distribution of legislative activities of the House, Senate, and legislative commissions. Legislative activities include:

- Floor sessions of the Senate and House
- Committee hearings of the Senate and House
- Hearings of legislative commissions and councils
- Press conferences and other media availabilities
- Regular production of the Senate's Capitol Report public affairs programming

Legislative offices make live events and recordings of legislative activities available to the public, both in the short term and for archival purposes.

Implementing changes to the system must include compliance with the [State of Minnesota Accessibility Standard](#).

The LCC has arranged for project management services with FinePoint. The successful vendor will work closely with FinePoint who will be coordinating, in part, the system replacement and installation process. The selected vendor will:

1. Meet with SMS, HPIS and FinePoint staff to review project scope.

2. Participate in bi-weekly owner, project manager, contractor meetings (OPC).
3. Review and adherence of project timeline with project staff as stated in Specifications.
4. Assist with coordination of procurement of equipment as listed in Specifications.
5. Assist with the removal of existing equipment as per the Legislature's disposal plan.
6. Complete inventory listing of new equipment as per Specifications.
7. Tag new equipment with provided tags.
8. Install equipment in the MSB and CAP as design diagrams shown in attached Drawings.
9. Test newly installed equipment to ensure functionality.
10. Provide training for SMS and HPIS staff.
11. Provide initial warranty and service information and extended warranty and service information.
12. Other services as stated in 27 41 16 Broadcast Systems Specifications

Section 3: Bid Responses

Bid Response Requirements:

All Bidders seeking to be awarded as Contractor shall submit a bid according to the terms herein prior to the bid submission deadline.

To be considered complete a bid or proposal shall include:

1. All contract documents, statements, authorization attestation, certificates, and the like as required by the bid package documents.
 - a. A quotation that includes all options, unit costs, allowances, etc. Ensure:
 - i. All costs are firm, without qualifications for variances, except for changes in scope.
 - ii. All labor costs, travel expenses, materials, costs of doing business, taxes, fees, etc. are included.
 - iii. Detailed **line-item pricing** is shown for all equipment listed in 27 41 16 Broadcast Systems Specification section 2.05.
 - iv. Sections are organized in the order shown in the Bill of Materials. Each section is subtotaled.
 - b. A narrative describing the bidding firm's overall company position, company history, capability, size, and location(s). Bidders must state:
 - i. At least five years' experience with equipment and systems specified.
 - ii. Experience with large scale broadcast projects for government facilities within the last five years.
 - iii. Status as a franchised dealer, reseller, and authorized service center for the major products specified. If Bidder is not an authorized dealer for a major component, explain how equipment will be acquired and serviced.
 - iv. Evidence of a fully staffed and equipped service facility.

- v. Adequate plant and capacity to complete the work within the agreed timeline.
 - vi. Adequate staff dedicated to the completion of the project.
 - vii. Suitable financial status to meet the obligations of the project.
- c. Case studies or project profiles:
- i. At least three (3) case studies or project profiles describing a completed project of similar scope and scale.
 - ii. At least two (2) case studies or project profiles describing a completed project of larger scope and scale.
 - iii. In each, include pertinent information such as: client name and location, overall project size or cost, commonality with specified brands/makes/models, project duration, all key personnel assigned, and client reference contacts with contact information.
- d. Resumes, qualifications, education, and experience of key personnel assigned to the project.
- i. Include profiles for project management, engineering, installation, programming, and commissioning team leads that will be directly involved with and oversee the daily execution of this project.
 - ii. By submitting personnel profiles, the Bidder confirms that each individual named will materially contribute to this project until such time that the Bidder or Contractor submits additional individuals.
 - iii. A narrative describing the Bidder's warranty services, inclusions, exclusions, response time, and service level agreement statement.
2. Accessibility Standards
- a. Identify experience modifying technology for compliance with the [State of Minnesota Accessibility Standards](#).
 - b. The State of Minnesota requires all information and communication technology (ICT) to conform to the [State of Minnesota Digital Accessibility Standard](#), which complies with Section 508 of the federal Rehabilitation Act of 1973 and Web Content Accessibility Guidelines 2.0. Your answers to the following questions attest to your ability to ensure that the State fulfills its legal and operational responsibilities.
 - i. Describe how you ensure that your staff and contractors have the knowledge and skills to ensure that all materials are accessible within the scope of the project.
 - ii. Describe your approach to ensuring Accessibility (e.g., strategy, tools, design, testing, ongoing validation). Include if/how you incorporate Accessibility into your development process (e.g., requirements, design, development, testing, maintenance, bug prioritization).

- iii. Provide links to websites or copies of documents or access to other examples of ICT work your organization had produced that meet accessibility standards. The materials must be relevant to the services and/or technical skills called for in this solicitation.

Section 4: Eligibility, Evaluation Procedure, and Timeline

Eligible Applicants

This RFP is open to all entities possessing the appropriate capabilities, qualifications, and experience. The LCC may prefer an entity that has worked with and is familiar with the Minnesota Legislature, however this is not a requirement of prospective bidders.

Consideration of Proposals

Evaluation of Submitted Bids

1. Bid Opening: Bids received by the date and time indicated in the RFP Advertisement.
2. Bids will be reviewed to verify compliance and completeness. Incomplete bids may be disqualified.
3. Complete bids will be evaluated for the following:
 - a. Adherence to and authorized execution of all required bid documents.
 - b. Adherence to the design criteria. Inclusion of all (and only) specified equipment, materials, and labor. Inclusion of all ancillary and auxiliary components required for a complete system and to provide a clean, professional installation.
 1. Appropriate inclusion of preapproved substitution requests.
 - c. Bidding firm's overall company position, history in the industry, capability, size, and location(s).
 - d. Case studies describing the firm's completed projects of similar scope and scale, and projects of larger scope and scale (quality of install, commonality of specified brands/makes/models, project duration, key personnel, etc.). Conversations with provided project reference contacts.
 - e. Resumes, qualifications, education, and experience of key personnel assigned to the project.
 - f. Firm and fixed project costs, without qualifications for variance.
 - g. Assumptions and conditions as amended by the bidder.
 - h. Owner preference.
4. The Owner, at its sole discretion, may engage any, all, or none of the bidders to request revisions, modifications, changes, alterations, or considerations.

5. Upon completing deliberations, the Owner shall award to one (or none) of the bidders. Upon receiving notice of award, the successful bidder shall work diligently to execute all required contract documents in a timely manner.

The LCC reserves the right to reject any or all proposals, the right to waive any irregularity, the right to enter into a contract that varies from the specifications or general conditions provided herein, and the right to negotiate at any time with those that submit proposals or with any other party. The LCC will not necessarily select the proposals that offer the lowest price; the LCC reserves the right to consider price, quality, reliability, convenience, and any other factors that the LCC deems relevant.

RFP Dates

May 20, 2024:	RFP issued
June 4, 2024:	Required on-site meeting and tour for prospective bidders (Details for this event will be posted at https://www.lcc.mn.gov/RFPs.html)
June 17, 2024:	Deadline for questions /request for information
June 20, 2024:	Date LCC posts responses to questions / request for information
June 26, 2024: *updated: July 2, 2024	Proposal submission deadline
July 9, 2024:	Selected contractor interviews
July 15, 2024:	Selected contractor award

Facility Events

August 1, 2024:	Last date of current system use
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Integration

August 12, 2024:	Demolition begins (no earlier than)
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**** Milestones as submitted by contractor. ****

November 15, 2024:	Substantial Completion
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November 18, 2024: Acceptance Testing Begins

Facility Events

December 9, 2024: Rehearsal #1

December 16, 2024: Rehearsal #2

January 6, 2025: Additional Rehearsals

January 14, 2025: 2025 Session Begins

Other information

The mandatory on-site meeting and tour will be held at:

10:00 AM CDT June 4, 2024
Room G23, Minnesota State Capitol
75 Rev. Dr. Martin Luther King Jr. Blvd
St Paul, MN 55155

RSVP are required by 10:00 AM CDT June 3, 2024. Please RSVP to: Megan Voelke, megan.voelke@lcc.mn.gov, 651-296-0099, Confirmed responses of RSVP will be advised.

Any additional information regarding this project will be posted to the LCC website: <https://www.lcc.mn.gov/RFPs.html>

Section 5: Questions Regarding this Proposal

Request for Information (RFI)

Requests for Information shall be submitted to the LCC in writing. Verbal responses, phone calls, conversations, agreements, clarifications, etc., will not be considered as binding contract amendments.

Each request shall be submitted on a separate line, with supporting reference citations when possible.

Submitters may submit an unlimited number of RFIs during the allowable period. Submissions after the stated deadline will not be accepted, reviewed, or answered.

RFIs will be answered, as received, in a timely manner. All received RFIs will be posted publicly.

Submitters shall review posted RFIs and responses frequently and incorporate responses into their proposals.

All questions regarding the RFP must be submitted by 11:59 PM CDT June 17, 2024. Questions are to be submitted by email to:

Diane Henry-Wangenstein
Deputy Director
Legislative Coordinating Commission
diane.henry@lcc.mn.gov

This is the only person designated to answer questions regarding this RFP by interested prospective submitters. Confirmation of receipt of questions will be advised. Following the deadline for questions, a list of all timely questions received from all respondents will be compiled and responses will be provided by 11:59 PM CDT June 20, 2024. Responses will be posted at <https://www.lcc.mn.gov/RFPs.html>

Section 5: Addenda

Additions, deletions, or modifications to this and/or related documents shall be posted publicly as addenda to the original documents.

Bidders shall review all addenda and incorporate into their bids. By submitting a bid, Bidders attest to reviewing all addenda posted on or before the bid submission deadline.

Section 6: Proposal Instructions and Due Date

Proposals must be received by the LCC by 11:59 PM CDT ~~June 26, 2024~~ ***Updated: July 2, 2024**. Electronic submission is preferred. Electronic documents can be e-mailed to the address below. Proposals are to be submitted to:

Attn: Diane Henry-Wangenstein

diane.henry@lcc.mn.gov

Re: Proposal for Minnesota Legislature Television System Acquisition and Installation
Legislative Coordinating Commission
658 Cedar St.
1st Floor North, Centennial Office Building
St. Paul, MN 55155

Proposals must be received by the specified deadline. Late submissions may not be accepted. All expenses incurred in responding to this request shall be borne by the responder. Proposal submitters will be advised of receipt.

All information provided in proposal submissions must remain valid and open for acceptance in all respects for a minimum period of 90 days after the deadline for submission.

Section 7: ~~Bid Security~~ **Performance and Payment Bonds**

~~Each bid shall be accompanied by Bid Security in the form of a certified check, cashier's check or bid bond in the amount of 5% percent of Base Bid submitted, made payable to Owner, as a guarantee that the Bidder will, if awarded, enter into Contract in accordance with Contract Documents and submitted bid.~~

Updated: ~~Bid bond is required at the time of execution of the agreement. Bid Security can be in the form of a certified check, cashier's check or bid bond in the amount of 5% percent of Base of the Agreement made payable to Owner, as a guarantee that the Bidder will enter into Contract in accordance with Contract Documents and submitted bid.~~

At the time of execution of the agreement and prior to commencement of the work, the contractor shall make, execute, and deliver to the LCC performance and payment surety bonds in a form acceptable to the LCC, in an amount equal to the contract sum for the use of the LCC and of all persons furnishing labor, skill, tools, or materials to the project. Said bonds shall secure the faithful performance and payment of the contract by the contractor. The agreement shall not become effective unless and until said bonds have been received and approved by the LCC.

Section 8: General Terms and Conditions

All proposals in response to this RFP are subject to the following general terms and conditions:

- A. "LCC" means the Minnesota Legislative Coordinating Commission. In matters arising out of this proposal or out of any resulting contract, the authorized agent for the LCC is the Chair of the Legislative Coordinating Commission or the Executive Director of the Legislative Coordinating Commission.
- B. The LCC reserves the right to reject any and all bidder proposals received as a result of this Request for Proposals, or to negotiate separately with any consultant in any manner necessary.
- C. Proposals will be received and considered in accordance with Minnesota Statutes, Section 13.591, subdivision 3, Business as Vendor, paragraph (b) which provides as follows:

"(b) Data submitted by a business to a government entity in response to a request for proposal, as defined in section 16C.02, subdivision 11, are private or nonpublic until the time and date specified in the solicitation that proposals are due, at which time the name of the responder becomes public. All other data in a responder's response to a request for proposal are private or nonpublic data until completion of the evaluation process. For purposes of this section, "completion of the evaluation process" means that the government entity has completed negotiating the contract with the selected vendor. After a government entity has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in section 13.37. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response.

If all responses to a request for proposal are rejected prior to completion of the evaluation process, all data, other than the names of the responders, remain private or nonpublic until a resolicitation of the requests for proposal results in completion of the evaluation process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the evaluation process, the data remain public. If a resolicitation of proposals does not occur within one year of the proposal opening date, the remaining data become public."

- D. The LCC reserves the right to require a bidder to make an oral presentation of its proposal to the LCC to permit a better understanding of the specifics of a consultant's proposal.

- E. The LCC is not responsible for any cost incurred by the bidder in responding to this Request for Proposals.
- F. Payment for any contract entered into as a result of the Request for Proposals will be made on a negotiated periodic basis after receipt of billings accompanied by the appropriate verification of work time and satisfactory completion of tasks to billing date. In accordance with Minnesota Statutes 3.225, subdivision 6, paragraph (b), no more than 90 percent of the amount due under the contract may be paid until the LCC 's authorized agents have certified that the Contractor has satisfactorily fulfilled the terms of the contract.
- G. All Contractors and subcontractors must conform to the labor laws of the State of Minnesota, and to all other laws, ordinances and legal requirements affecting the work in this state. The Contractor must conform with and agree to the provisions of Minnesota Statutes, Section 181.59, which prohibits discrimination in the hiring of labor by reason of race, creed, or color. That statute reads as follows:

181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED OR COLOR PROHIBITED IN CONTRACT.

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees:

- (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) That no Contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color;
- (3) That a violation of this section is a misdemeanor; and
- (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

- H. In accordance with Minnesota Statutes, section 176.182, the Contractor must provide to the LCC acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, section 176.181, subdivision 2.

- I. Under Minnesota Statutes, section 363A.36, if the amount of this contract exceeds \$100,000 and the Contractor has employed more than 40 full-time employees in this state or in the state in which the Contractor has its primary place of business on a single day in the 12 months prior to the execution of the contract, the Contractor must have a workforce certificate from the Minnesota Department of Human Rights or have certified in writing that it is exempt by the Minnesota Department of Human Rights.

As required under Minnesota Rules, part 5000.3600, subpart 9: It is hereby agreed between the parties that Minnesota Statutes, section 363A.36, and Minnesota Rules, parts 5000.3400 to 5000.3600, are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 to 5000.3600 are available upon request from the contracting agency.

- J. As required by Minnesota Statutes, section 270C.65 subdivision 3, the Contractor must provide to the LCC either its federal taxpayer identification number, its Social Security number, or its Minnesota tax identification number (if applicable). This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require consultant to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment and audit of state obligations. These numbers will not be made available to any other person without the express written permission of the Contractor

- K. The Contractor certifies its compliance with Minnesota Statutes, chapter 3, including the non-discrimination provisions of Minnesota Statutes, section 3.226, in the execution and performance of this contract.

- L. The Contractor must agree to comply with the Government Data Practices Act, Minnesota Statutes, chapter 13, as it applies to all data provided by the LCC in accordance with this agreement and as it applies to all data created, gathered, generated, or acquired in accordance with this agreement.

- M. All work products and interim and final reports prepared by the Contractor in the performance of its obligations under this agreement are the property of the LCC and must be remitted to the LCC upon completion or termination of this agreement. The Contractor must not use, willingly allow the use of, or cause to have the materials used for any purpose other than performance of the obligations under this agreement without the prior written

consent of the LCC.

- N. Work must begin within the timeframe set in the signed contract between the LCC, and the Contractor. The signed contract will terminate upon full performance by all parties of the contract agreement.
- O. This contract may be terminated by the LCC as permitted under Minnesota Statutes 3.225, subdivision 6, in whole or in part, whenever the LCC determines that termination is in the interest of the LCC. The LCC will pay all reasonable costs associated with this contract that the Contractor has incurred up to the termination date of the contract and all reasonable costs associated with termination of the contract.

Section 9: Payments

The Contractor will invoice for services provided at periodic intervals:

- A. Provide Schedule of Values for the utilization of submitting a "Pay Request." Allocate the appropriate share of overhead and profit to each item. Submit each item into labor and material.
- B. Submit cost breakdown on the AIA document G703. Provide a minimum breakdown, as indicated in the General Terms and Conditions, and in the attachments Section 27 41 16 Broadcast System Bill of Materials and Section 27 41 16 Broadcast System Specifications. Provide additional breakdown as required for clarity or request by the LCC/Owner.

Section 10: Supplementary Conditions

Substantial Completion:

- A. In the event that Substantial Completion of the work has not occurred on or before the schedule listed below, and continuing for each day or fraction thereof until Substantial Completion of the Work is established, the Contractor shall pay to the Owner, at the sole option of the Owner, the amount of five thousand dollars (\$5000.00) per diem ("Damage Amount").
- B. The Contractor and the Owner agree that in the event the Substantial Completion of the Work does not occur on or prior to the schedule listed below, the Owner will suffer damages in the amount which may, due to the special nature of the Project, the Owner's business and the Owners reliance upon the Substantial Completion date, be impractical or extremely difficult to ascertain. The Owner and the Contractor agree that the Damage Amount is a reasonable estimate of the damages that the Owner will suffer if Substantial Completion of the Work does not occur on or prior to the Substantial Completion date.

- C. Payment of liquidated damages shall be in the form of a Change Order reducing the Contractor's Contract Sum by the amount of the liquidated damages. If the Contractor refuses to sign the Change Order for liquidated damages, the Owner reserves the right to unilaterally reduce the Contract Sum by the amount of the liquidated damages. If the amount of the liquidated damages exceeds the remaining unpaid balance of the Contract, the Contract Sum shall be reduced by the amount of the unpaid balance and the Contractor shall pay the Owner the difference between the liquidated damages and the unpaid balance.
- D. Substantial Completion Schedule
 - a. Substantial Completion Date: November 15, 2024

Section 11: List of Project Attachments

- Section 00 43 25 Substitution Request Form
- Section 00 45 19 Non-Collusion Affidavit
- Section 27 41 16 Broadcast System Bill of Materials
- Section 27 41 16 Broadcast System Specifications
- Capitol Building Broadcast Systems
- Senate Building Broadcast Systems
- Broadcast Systems Concept and Functional Drawings