



# MINNESOTA STATE

## REQUEST FOR PROPOSAL (RFP)

FOR

## PREDESIGN SERVICES FOR

**Lake Superior College - Library Renovation**

**May 14, 2018**

**This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Lake Superior College to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on <http://www.minnstate.edu/system/finance/facilities/index.html>. 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.**

## **Executive Summary:**

Lake Superior College is seeking the services of a consulting team to develop a predesign for the Library Renovation with Added TLC project. Lake Superior College is a member of the Minnesota State system, serving the northeast region of the state. As a two-year community and technical college located in Duluth, Minnesota, the institution offers 10,000 students (3,130 FYE) annually a wide range of education opportunities to enhance personal growth and community vitality.

Lake Superior College wants to renovate and modernize its library and combine it with the Tutor and Learning Center (TLC), which is currently located in a different part of the campus. The college also wants to analyze the benefits of locating its store and café inside the library. The college is currently updating its facilities comprehensive plan and this project is the top priority of the plan. The entire project will be proposed for 2020 bonding funds.

The library is 18,900 square feet constructed in 1995 and needs a change to meet the demands of current students. The TLC has moved several times in the last 10 years and currently resides in 6,000 square feet on second floor away from the library. It serves on average 1,200 students per month. Lake Superior College envisions the combined library and TLC becoming the hub for learning group study rooms, quiet study areas, and areas to meet with tutors. Comfortable furniture, modern technology, and sufficient electrical outlets and charging stations will be a key to the success of the new area. The consultant must facilitate the assessment of the collection, circulation, display, and storage needs. The consultant must assist the campus in evaluating the storage of resources.

The library will remain in its current location on the first floor off the main corridor of the college. The second floor has a large science lab created from the demolition of three old science labs. It also has three other under-utilized classrooms which could be used as learning space. The main corridor of the college runs adjacent to the Library on the first floor. Small rooms have been built off it and have been used for a variety of functions over the years. Some of those rooms are now vacant. The corridor is highly utilized and should be a welcoming and informational area for current and prospective students.

The store and café are located in the central part of campus on the second floor. The college wishes to consolidate the two entities to save on labor costs. Staff have discussed locating these combined services within the library and TLC. They have also discussed locating them in the area vacated by the TLC. The current location is close to the loading dock where books and food orders are received. A relocation to the first floor could create a logistics problem.

The predesign will need to analyze the ventilation on the second floor. Since the vacant space were former science labs the air flow may not be proper for a new use. The area is serviced by air handlers in a mechanical room below the library. They still have pneumatic controls and at a minimum they need to be upgraded to digital controls. The area has enough electricity although more service will be needed for additional outlets and charging stations. All doors in the area will have card readers at the completion of the project. All lighting will be changed to LED lights for energy savings.

More information about Lake Superior College, the Library, Tutor and Learning Center, LSC Store and LSC Café are available on our web site at [www.lsc.edu](http://www.lsc.edu).

The consultant selected for this project must demonstrate knowledge of modern college Library design. Lake Superior College believes this project is important to its student success and retention strategies. The college will look to the consultant for design alternatives that make this space the hub for collaboration and learning. The proposal should give examples of the consultant's experience in this type of analysis. It should also describe their process for developing the predesign.

A predesign is a requirement of the Minnesota State process for preparing future capital bonding requests to the Legislature. It defines project scope, cost, and schedule and clearly validates project alignment with the campus's Academic Master Plan and Comprehensive Facilities Plan. Predesign Guidelines can be found at <http://www.minnstate.edu/system/finance/facilities/capital-development/index.html> under Capital Planning. The consultant should prepare the predesign so that the project receives the best possible outcome during the capital scoring process in January of 2019. Scoring Forms and criteria for all projects can be found here <http://www.minnstate.edu/system/finance/facilities/capitalbudget/index.html> under Capital Budget Forms and Templates.

Minnesota State is the fourth-largest system of higher education in the United States. It comprises 37 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 41,000 graduates each year. For more information about Minnesota State Colleges and Universities, please visit [www.MinnState.edu](http://www.MinnState.edu).

Lake Superior College staff will be available for a walk-through of the space on May 18, 2018 at 1:00 pm. Contact Tara Doolittle ([tara.doolittle@lsc.edu](mailto:tara.doolittle@lsc.edu)) if interested. Project or proposal questions must be emailed to Al Finlayson at [a.finlayson@lsc.edu](mailto:a.finlayson@lsc.edu) and will be taken by this individual only. Questions regarding this RFP must be received by Wednesday, May 23, 2018 no later than 1:00PM CST.

**Proposals must be submitted in a sealed envelope no later than 1:00 pm on May 30, 2018.**

Mail or deliver 3 proposals to:

Michael Francisco  
Purchasing Specialist  
2101 Trinity Road  
Duluth, MN 55811

Mail or deliver 1 hard copy **plus** an electronic (PDF) copy to:

Michelle Gerner, Facilities Senior Planner  
Minnesota State  
Wells Fargo Place – Suite 350  
30 7th Street East, St. Paul, MN 55101-7804

Completed proposals shall include a hard copy and a copy in Adobe PDF format. Proposals received after 1:00 pm on May 30, 2018 will be returned. Proposals must be clearly marked in the lower left hand corner or on the Subject line of the email: **Lake Superior College Predesign for Library Renovation.**

## **Project Scope:**

The predesign will describe the purpose and rationale for the project by documenting all pertinent data, criteria, objectives, research and analyses, and project alternatives.

The predesign shall include the current and proposed space utilization (data from EMS Campus), deferred maintenance and backlog, FCI (Facility Condition Index), academic program information, and options to be analyzed for this program scope. The final product should clearly describe the adequacy of the current space in support of the academic mission of the campus. It should also recommend changes in space usage that can better enhance and align academic and support areas across the campus in light of the changing academic or student services vision.

Preference should be given to solutions that address Minnesota State's priorities for facilities:

- Maintaining, improving, and modernizing campus spaces supporting critical academic needs of the campus region and state of Minnesota
- Improving space for student success through support services, academic advising, and tutoring
- Prioritizing space that improves transferability between institutions (college and universities) and access to baccalaureate programming
- Preserving and maintaining the space we have and minimizing new square footage; additional square footage should be considered only in unique situations where options for reutilization or replacement of existing space have been exhausted
- Building for the future with flexible and adaptable space.

Integral to the predesign is describing options or alternatives in program delivery, including associated schedule and budget implications. The predesign must also consider Sustainable Building 2030 goals, energy benchmarking, energy efficiency plans and sustainability options for the project should be analyzed and described.

Lake Superior College will provide floor plans, site plans, space utilization (EMS) data, comprehensive facilities plan, academic and technology plans, FCI, condition assessments, hazardous waste management plans, and other information that the consultant may need.

The consulting team shall meet with the Predesign Taskforce and representatives of academic and administrative areas, faculty and students, and community constituents to assess current utilization, future space needs, facilities condition issues, program options, and other future needs. The consultant shall weigh this input along with marketing, financial, and institutional data. Note that cost and schedule have an integral connection to the development of the scope of work to be performed; the consultant should be prepared to discuss how different options affect the budget and schedule (e.g., a classroom that must be built in six months may cost substantially more than if it has a more reasonable construction timeframe).

During the predesign process, the consultant shall consider, but not be limited to, the following options for the campus:

- Addressing academic and workforce needs through space realignment, reconfiguration, and demolition

- Renovation, including rightsizing obsolete/underutilized classroom and lab space, or program repurposing and redevelopment.
- Reassessing program delivery as it relates to how the learning components fit the physical plant
- Reuse of existing space through scheduling options
- Consolidation and possible relocation of programs to better serve students
- Incremental plans to modernize for enhanced program efficiency and effectiveness
- Collaborative programs and partnerships at the campus
- Creation of alternatives and options that provide budget flexibility
- Recommending alternative uses of the space after relocation of programs (if applicable).

### **Predesign Process:**

The consultant shall be prepared to undertake the tasks below as part of the predesign process. This list is not inclusive of all necessary tasks.

- For some projects, additional analysis is required to confirm the overall scope where infrastructure, existing conditions, or phasing of options present additional challenges. This analysis will be part of the predesign project.
- Ensure that the project proposed aligns with the campus's current comprehensive facilities plan.
- Compile and analyze data from previous studies and plans to ensure a consistent plan for Lake Superior College (e.g. space utilization, deferred maintenance analysis, facilities condition index (FCI), academic plan, security plan, energy management improvement, technology plan, and transportation/parking studies). Note how the consultant will perform this work in conjunction with the campus. ***Assessment of existing facilities condition and building systems must include in-person site surveys by the appropriate consultant(s).***
- Work with the campus's Predesign Taskforce and other campus personnel to develop a predesign that addresses academic and facilities needs while aligning with the principles established in the core commitments of the Minnesota State Strategic Framework as well as the 'Charting the Future' report adopted by the Board of Trustees. The work outlined in the predesign must comply with all applicable local, state and federal codes and Minnesota State policies and standards.
- Provide 50% and 95% document drafts to the campus and to Capital Development at the system office for review and comments. The results of this review should be incorporated before submitting the final document. Modifications may also be required after final submittal. Capital Development staff are available for interim review with the campus or consultant.
- Present the predesign document and recommendations to Lake Superior College's president and administration. Provide to Lake Superior College xyz *[how many]* bound copies of the final predesign document plus one unbound copy ready for reproduction.
- When the final (100%) predesign document is ready, the system office will need 1 hard copy (3 ring binder, sections separated by tabs, binder labeled **front and spine**) and 1 electronic copy (in PDF format). The PDF may be submitted on either a CD or a thumb drive.

- For Capital Budget Request or Revenue Fund projects, the final predesign must be presented by campus personnel (and the consultant, if desired) to the system office (Capital Development) via teleconference. HEAPR predesigns do not need to be presented.

### **Proposed Fee Range:**

Lake Superior College has established a fee range of **\$20,000 – \$32,000** for the predesign.

A major goal of predesign is to obtain accurate assessments of existing conditions in the project area (including, but not limited to, mechanical and electrical systems, furniture, fixtures & equipment, instructional technology, hazardous materials, structural systems, environmental concerns, and site conditions) and accurate estimates of project costs. Consultant teams will include all sub-consultants necessary to achieve this goal. The consulting team should ensure that their proposed fee includes sub-consultant costs.

### **Candidate Minimum Qualifications:**

The consulting team shall have a minimum of 5 years prior experience with college design and/or campus planning on a similar campus type environment; municipal, corporate, or other relevant campus planning experience may be considered. The prior experience must demonstrate the ability to determine facilities utilization, evaluate conditions, understand deferred maintenance condition assessments, incorporate sustainability components, suggest project and potential total project costs, evaluate multiple campuses, assess academic program needs, and project future space needs based on that data.

### **Required Proposal Information:**

Proposals must contain, at a minimum, all of the following components, presented in the order outlined below.

#### **0. Cover letter** (addressed to campus contact)

#### **1. Table of contents**

#### **2. Responder information**

- a. Name of lead responding firm and its legal status
- b. Company background - summary of company history and relevant experience.
- c. Qualifications of consultant personnel and overall organization of team, including resumes of lead responder staff and proposed consultants/subcontractors. Identify lead person responsible for the project and their specific qualifications.
- d. Three references who can speak to the consultant's predesign experience; list contact name, date of work performed, and phone number.
- e. A statement of commitment by the consultant to enter the work promptly, if selected, or as indicated in the proposed schedule, along with confirmation that the consultant has adequate staff to meet the requirements of the work.

**3. Project Approach/Work Plan:** Consultant shall state how they will perform the scope of work required within the stated fee range.

- a. Communications Plan: Describe how the consultant will work with the campus to gather information and create options; describe how overall communications are expected to flow.
- b. How the consultant will gather academic data relevant to future needs
- c. How scope and alternatives will be documented and presented
- d. How schedule and costing analysis will be done: How project costs will be calculated; which methodology will be used to ensure costing accuracy; which tools will be used to ensure the cost estimate is full, accurate, and complete?
- e. How overall options will be determined and presented

**4. Schedule:** Proposed schedule with key milestones demonstrating how the consultant proposes to complete the predesign within the timeframe established by Lake Superior College. The schedule should show key meetings and review times.

**5. Fee Proposal:** Provide a rate cost for each fee option (plus reimbursable expenses) as follows:

- Fixed fee (lump sum fee) that includes all personnel costs associated with the project.
- Hourly rate (include a total for all personnel costs, listing individual rates).
- Reimbursable expenses – Allowable reimbursable expenses found on the current **Commissioner’s Plan** reimbursement schedule: <http://www.minnstate.edu/system/finance/contracts-purchasing/contracts/reference/>

#### **Proposal Format:**

- Send to the campus contact only (not to the system office contact) copies of at least three predesign documents completed by the specific members of the firm proposed. (Documents will be returned, if desired, following consultant selection.) Documents will be used only for review by the selection team to evaluate the graphics and ability to convey efficiently and effectively the overall plan data, concepts, alternative and options, and final plan.
- Proposals should be no more than 20 pages. (Related documents that are to be returned may have unlimited pages.)
- For ease of recycling, hard copies of proposals shall **not** include acetate or plastic covers or divider sheets, and shall be stapled or bound with removable plastic combs. Other types of bindings, including wire bindings, are not acceptable.

This solicitation does not commit to award a contract or to pay any costs incurred in the preparation of the proposal. Lake Superior College reserves the right to accept or reject any and all proposals.

#### **Selection Process:**

Consultants’ responses will be evaluated by the Predesign Taskforce based on the experience and demonstrated capacity of the consultant to meet the needs of predesign and the campus. The following criteria will be taken into account in evaluating responses:

- Qualifications/experience of the individuals proposed for the Predesign

- Capacity of firm and individuals to complete the project on time
- Description of methodology and how the scope of work and tasks will be performed by the consultant and Lake Superior College to complete the predesign work.

**Proposed Schedule:**

*Discuss time frames with Capital Development for benchmarks. Rushing the predesign timeframe or not allowing time for academic support may cause the document to be inadequate and also cost more for the consultant to finish.*

(Dates for completion of work and presentation are approximate.)

RFP Issued	May 14, 2018
Voluntary Walk-through	May 18, 2018 at 1:00 pm
RFP questions due:	May 23, 2018 by 1:00 pm
Proposals are due:	May 30, 2018 by 1:00 pm

*Note: selected consultants will be notified by June 1 for interviews\**

Potential Interviews - to be at campus*:	Week of June 4, 2018
Contract Signed:	June 10, 2018
Notice to Proceed:	June 11, 2018
50% Draft completion for review:	No later than August 1, 2018
95% Draft completion for review:	No later than September 21, 2018
100% (final) predesign document complete:	No later than November 15, 2018

*\* Interviews will be held at the prerogative of the campus*

**Additional RFP Response and General Contract Requirements**

**Contract Termination**

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract(s) upon 30 days written notice, with or without cause.

**Definitions**

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

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Lake Superior College.

School: Lake Superior College

System Office: The central system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota 55101.

Vendor: The firm selected by Lake Superior College 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.

### **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.

### **Duration of Offer**

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between Lake Superior College 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 (Minnesota State) system, its Board of Trustees or Lake Superior College to award a contract or complete the proposed project and each reserves

the right to cancel this RFP if it is considered to be in its best interest. Lake Superior College also reserves the right to waive minor informalities and, not withstanding 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.

### **Notice to Vendors and Contractors**

As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

If you are an independent contractor, Minn. Stat. §256.998 requires the state to report your name, address and social security number to the New Hire Reporting Center of the Minnesota Department of Human Services unless your contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

### **Problem Resolution Process**

A formal problem resolution process will be established in the contract to address issues raised by either Lake Superior College or the vendor.

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

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

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at [mmd.help.line@state.mn.us](mailto:mmd.help.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

## **Veteran-Owned Preference**

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference, but no less than the percentage awarded to any other group under this section on state procurement to **certified small businesses that are majority-owned and operated by veterans.**

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation due date and time.

If you are claiming the veteran-owned preference, attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

## **Insurance Requirements**

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the Lake Superior College's authorized representative prior to execution of the contract. The selected vendor shall not commence work under the contract until they have obtained all the insurance described below and Minnesota State has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

B. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:

1. **Workers' Compensation Insurance.** The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
2. **Commercial General Liability.** The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

\$2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage  
Personal and Advertising Injury  
Products and Completed Operations Liability  
Blanket Contractual Liability

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities  
Lake Superior College

3. Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:

4. Errors and Omissions (E & O) Insurance. The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the vendor's professional services required under this contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

Any deductible will be the sole responsibility of the vendor and may not exceed \$50,000 without the written approval of Minnesota State. If the vendor desires authority from Minnesota State to have a deductible in a higher amount, the vendor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that Minnesota State can ascertain the ability of the vendor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and vendor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by vendor to fulfill this requirement.

Additional Insurance Conditions:

- Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of vendor's performance under this contract;
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice, unless vendor's policy(ies) contain a provision that coverage afforded under

the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minnesota State;

- Vendor is responsible for payment of contract related insurance premiums and deductibles;
- If vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Vendor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the vendor's policy limits to satisfy the full policy limits required by the contract.

C. Lake Superior College reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection by Lake Superior College and copies of policies must be submitted to Lake Superior College's authorized representative upon written request.

### **State Audit**

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to Minnesota State and the Legislative Auditor's Office for six (6) years after the termination/expiration of the contract.

### **Minnesota Government Data Practices Act**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected vendor. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

- mark clearly all trade secret materials in its response at the time the response is submitted;
- include a statement with its response justifying the trade secret designation for each item;
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State of Minnesota, Minnesota State, its agents and employees, from any judgments or damages awarded against the State or Minnesota State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Minnesota State'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 Minnesota State.

Minnesota State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

## **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 System Office'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 System Office 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 System Office 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 Minnesota State's rights.

## **Physical and Data Security**

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13; and other applicable laws.

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of Minnesota State and Lake Superior College.

The vendor shall recognize Minnesota State'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, Minnesota State and Lake Superior College 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.

### **Reimbursements**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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

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

**STATE OF MINNESOTA  
VETERAN-OWNED PREFERENCE FORM**

In accordance with Minn. Stat. §16C.16, subd. 6a, the Minnesota State may award up to a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. §16C.19(d):

1. Principal place of business is in Minnesota.

**and**

2. The United States Department of Veterans Affairs verifies the business as being a veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

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Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference. The preference applies only to the first \$500,000 of a solicitation response.

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**Claim the Preference**

**By signing below I confirm that:**

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. by making this claim, I verify that:

- My company's principal place of business is in Minnesota; and
- The United States Department of Veteran's Affairs verifies my company as being a veteran-owned small business. (Supported By Attached Documentation)

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

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

\_\_\_\_\_

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

**Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.**