

MINNESOTA STATE COLLEGES AND UNIVERSITIES



**Anoka-Ramsey Community College
ARCC/CR-18 – Nursing and Business Center
ARCC/CR-19 - College Services and Library Renovation
and
Small Campus Projects**

**REQUEST FOR PROPOSAL (RFP)
FOR
OWNER’S REPRESENTATIVE SERVICES**

May, 2019

REQUEST FOR PROPOSAL (RFP)
for
OWNER’S REPRESENTATIVE SERVICES
ARCC/CR-18 – Nursing and Business Center
ARCC/CR-19 - College Services and Library Renovation
Small Campus Projects

Table of Contents

Section I. General Information.....	1
Definitions.....	1
Nature of RFP	1
Project Descriptions.....	2
Project Predesign Information.....	3
Project Budgets and Fees.....	3
Proposed Project Schedules	4
Selection Process	5
Selection and Implementation Timeline.....	5
Mandatory Information Meeting.....	5
Information Contact.....	5
Sample Contract.....	6
Parties to the Contract.....	6
Contract Termination.....	6
Section II. Vendor Requirements	6
Overall Coordination.....	6
Design.....	7
Bidding	7
Construction.....	7
Closeout	9
Section III. Response Content and Evaluation.....	9
PASS /FAIL REQUIREMENTS.....	9
COMPANY PROFILE - 20 points	9
RELEVANT TEAM EXPERIENCE WITH SIMILAR PROJECTS - 25 points	10
SERVICE APPROACH, METHODOLOGY, & WORK PLAN - 25 points	10

COST OF SERVICE - 20 points	10
UNIQUE QUALIFICATIONS – 10 points	11
PREFERENCE - 6 points (extra)	11
Section IV. Additional RFP Response and Contract Requirements	11
Rights Reserved.....	11
Attachment A: Affidavit of Non-Collusion	12
Attachment B: Workforce Certification	12
Equal Pay Certification	12
Insurance Requirements	12
State Audit	12
Minnesota Government Data Practices Act	12
Conflict of Interest	13
Organizational Conflicts of Interest	13
Physical and Data Security	13
Section V. RFP Responses	14
Response Preparation.....	14
Quantities.....	14
Hard Copy and Electronic File Copy	14
Signature Page	14
Format.....	14
Required Attachments	14
Submission	14
Addenda to the RFP	15

List of Attachments

Signature Page
Attachment A. Affidavit of Non-collusion
Attachment B. Workforce Certification of Compliance
Owner’s Representative Services Matrix

Section I. General Information

With 30 community and technical colleges and seven state universities, Minnesota State is the largest provider of higher education in the state of Minnesota. Minnesota State's 54 campuses, conveniently located in 47 Minnesota communities, serve nearly 396,000 students. Fifty-eight percent of the state's undergraduate students attend a Minnesota State college or university. It is the fifth-largest system of higher education in the country. For more information about Minnesota State Colleges and Universities, please view its website at www.mnscu.edu.

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 the system office and/or any Minnesota State College or University (C/U).

Minnesota State system office: The central administrative system office of Minnesota State Colleges and Universities located at; 30 7th Street East, Suite 350, St. Paul, Minnesota, 55101.

College/University (C/U): The specific Minnesota State college or university for which the Project will be designed and constructed.

Responder/Respondent: A firm which replies to this RFP.

Vendor: The firm selected by Minnesota State as the successful Responder responsible to execute the terms of a contract.

Nature of RFP

The Minnesota State Colleges and Universities Board of Trustees, on behalf of Anoka-Ramsey Community College, hereafter referred to as the "Owner", is soliciting proposals from interested, qualified consultants, and intends to retain a professional consulting firm to provide Owner's Representative services to assist with the design and/or construction coordination of the described facilities improvement(s), hereafter referred to as the "Project". This RFP is undertaken by Anoka-Ramsey Community College (ARCC) pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

The purpose of this Request for Proposal (RFP) is to evaluate and select an Owner's Representative (OR) to assist the Owner in the performance of its obligations and enforcement of its rights during the design and/or construction of two separate projects:

ARCC/CR-18 – Nursing & Business Center

ARCC/CR-19 - College Services and Library Renovation

Both projects are located at Anoka-Ramsey Community College, 11200 Mississippi Blvd NW, Coon Rapids, Minnesota 55433.

The Owner's Representative shall work with the Owner's appointed Project Manager, the Owner's System Office Program Manager, the Architect/Engineer (A/E) design team, related consultants and the construction contractor(s) to administer the design and/or construction contract(s) on behalf of the Owner to assure that the Project is designed and constructed in accordance with the Minnesota State Design Standards and the Contract Documents and that the Project is completed on schedule, on budget and to a level of quality commensurate with the Owner's requirements.

Project Descriptions

ARCC/CR-18 – Nursing & Business Center

The Nursing and Business Center proposes to renovate approximately 35,000 square feet that provide general classrooms and support the Business and Nursing programs on the Coon Rapids campus. Fundamental to the project's success is creating contemporary and flexible learning environments. The project will address the significant deferred maintenance associated with the mechanical, electrical, and plumbing systems. The renovation must holistically address the student pedagogical needs and the long-term operational requirements.

The project, when completed, will result in:

- Flexible classrooms and active learning environments that serve multiple departments
- Enhanced internal circulation that is accessible, improves wayfinding, and promotes collaboration
- Exterior envelope remediation and improvements that reduce campus operational energy expenses
- Faculty offices that are easily accessible by students
- Increased enrollment

The Nursing and Business Center project will be designed and delivered in two Phases through a Design/Bid/Build delivery method. Phase 1 will design the project. Phase 2 will prepare the Construction Documents, bid, and construct the work. Construction may be executed in sub-phases depending on the final design to allow for partial early occupancy. The temporary relocation of existing classrooms and offices is expected to be accommodated internally with modified scheduling and led by the Owner's Representative and campus.

ARCC/CR-19 - College Services and Library Renovation

The College Services and Library renovation project will focus on renovating approximately 28,000 square feet of existing space in College Services and the Library Buildings on the Coon Rapids campus. The project will:

- Create space to support student's needs in the 21st century.
- Increase opportunities for the College to provide a higher level of service to students, faculty, and staff.
- Provide a solid platform for the partnership between student's needs and the available supports services they require.

- Allow ARCC to better serve all students.
- Privacy for our students when seeking college support services.
- Better working environment for faculty and staff.

Key features of the project include:

- A complete remodel of our library with updated technology and learning spaces.
- College Services and office remodel.
- Restroom remodel.
- New technology for better learning environments.

To bring the project within budget, improvements to the North College entrance will likely be deferred.

The project will be constructed in two phases to minimize the overall disruption to the campus. The scope and sequence of each phase will be determined with participation of the Construction Manager at Risk.

The Owner intends to use the CM at Risk project delivery method for this project. This is a change from the project delivery method identified in the predesign.

Small Campus Projects

The campus has a number of smaller projects that will be concurrent with the two larger projects.

Project Predesign Information

ARCC/CR-18 – Nursing & Business Center

The following documents are available for review at <http://www.minnstate.edu/vendors/index.html> under Facilities Consultant & Contractor Opportunities:

- Pre-design summary Exhibit A

ARCC/CR-19 - College Services and Library Renovation

The following documents are available for review at <http://www.minnstate.edu/vendors/index.html> under Facilities Consultant & Contractor Opportunities:

- Pre-design report prepared by Rivera Architects, dated November 1, 2018
- Drawings, dated December 20, 2018 prepared by Rivera Architects
- Construction estimate, dated December 7, 2018 by Loeffler Construction

Small Campus Projects

None.

Project Budgets and Fees

ARCC/CR-18 – Nursing & Business Center

The 2018 GO bond appropriation is \$569,000 to design the renovation of the business and nursing building on the Coon Rapids campus. This appropriation includes design and project management fees. Phase 1 of the project includes Schematic Design, Design Development, and

Construction Documents. Pending legislative funding in July of 2020, Phase 2 of the project is planned to include the finalization of the Construction Documents, Construction, and Closeout. The anticipated 2020 capital budget funding request is \$16,091,000. The current estimated cost of construction is \$12,036,000.

ARCC/CR-19 - College Services and Library Renovation

This project is funded entirely with campus funds. The estimated cost of construction is \$3,600,000.

Small Campus Projects

The projects to be completed and the project budgets for miscellaneous projects will vary from year to year. Owner’s Representative Fees for these projects will be based on a negotiated hourly rate for hours of service actually provided.

Final contract amount will be negotiated with the selected OR. The rates listed on the **Owner’s Representative Services Matrix** may be used by the Owner to add or deduct services to modify the contract as necessary.

Proposed Project Schedules

ARCC/CR-18 – Nursing & Business Center

Phase 1	Begin	Complete
Schematic Design	March 2019	October 2019
Design Development	November 2019	January 2020
Construction Documentation	February 2020	April 2020

Planned project schedule pending 2020 legislative funding:

Planned Phase 2	Planned Begin	Planned Complete
Finalize Construction Documents	July 2020	August 2020
Bidding	August 2020	September 2020
Construction (11 months)	September 2020	July 2021
Closeout	September 2021	November 2022

ARCC/CR-19 - College Services and Library Renovation

Milestone	Date
Design Development completion	July 15, 2019
Guaranteed Maximum Price submittal	August 1, 2019
Construction Document completion	November 1, 2019
Issue Bid Documents	December 1, 2019
Construction commencement	

Phase 1	January 2020
Phase 2	May 2020
Substantial Completion date	
Phase 1	July 15, 2020
Phase 2	May 15, 2021
Final Completion date	

Selection Process

The selection committee includes representatives from Anoka Ramsey Community College and the Minnesota State system office. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

Event	Day	Date and Time
RFP Posting	Wednesday	May 22, 2019
Mandatory Project Meeting	Thursday	May 30, 2019 from 2:00 – 3:00
RFP Questions Due	Monday	June 3, 2019 at 2:00 p.m.
PROPOSALS DUE	Thursday	June 6, 2019 at 2:00 p.m.
Shortlist	Friday	June 7, 2019
Interviews	Thursday	June 13, 2019
Proposed Contract Execution		June 14, 2019

Mandatory Information Meeting

A **mandatory** information meeting and site visit will be held on May 30, 2019, at 2:00 PM, in room **M-211** at Anoka-Ramsey Community College, Coon Rapids Campus, 11200 Mississippi Blvd NW, Coon Rapids, MN 55433. The meeting will include a review of the scope of work and a brief tour of the proposed project site areas. There will be no additional private tours, meetings or communications outside the provisions in this RFP.

Information Contact

Only one person is authorized to respond to questions regarding this RFP. Questions concerning the project RFP should be referred to Ken Karr, Director of Facilities. **Submit questions by e-mail only to:**

Ken Karr
 Director of Facilities
Kenneth.Karr@AnokaRamsey.edu

Questions regarding this RFP must be received no later than **June 3, 2019, at 2:00 p.m.** Only Prime Firms responding to this RFP should send inquiries on behalf of themselves and their sub-consultants.

When emailing questions, please include in the subject line, "RFP questions for OR". The Owner anticipates providing answers to such questions via addenda by noon, June 4, 2019. All prospective

Respondents shall be responsible for information regarding this project and the RFP, including any addenda to this RFP.

Sample Contract

A separate contract for the three projects will be prepared. A sample Owner's Representative Contract, document ND.42, may be viewed and downloaded at

https://www.minnstate.edu/system/finance/facilities/design-construction/pm_emanual/index.html

Under section, 4. Consultant and Construction Selection and Contract Families, Non-Design

If Respondent requests clarifications to the terms and conditions of this contract, they may submit a question during the question and answer period of this RFP and it will be addressed by addendum.

A written Owner's Representative 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.

Parties to the Contract

Parties to this contract shall be the "State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of **Anoka-Ramsey Community College** and the successful vendor(s).

Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract(s) in accordance with the contract.

Section II. Vendor Requirements

Owner Representative's services as listed below will be provided by utilizing the Owner's enterprise project management system. **The campus desires to have the Owner's Representative be present on campus when performing duties related to the Owner's projects. The campus will provide office space and access to relevant files, copier, and other ancillary tools as necessary.**

Owner's Representative Duties and Responsibilities shall include:

Overall Coordination

Provide required services between the Owner, the A/E design team, consultants and the construction contractor(s) as necessary related to the design and/or construction of the Project. The OR shall report to the campus Project Manager and, as authorized, act on behalf of the Owner. The OR is a consultant and not a Minnesota State or State of Minnesota employee. The OR has no authority to enter into any contracts or otherwise legally obligate the State of Minnesota, Minnesota State, or Minnesota State institutions. All approval and signature authority for expenditure of funds rests with the Owner and its duly authorized designee(s).

Coordinate major elements of design and/or construction with the campus' schedules and activities to minimize disruptions. Provide overall schedule to Owner using the Critical Path Method (CPM)

scheduling method on a monthly basis. The schedule shall include as a minimum: Pre-Construction, Design, Construction, Testing and Inspection, Occupancy, Owner install furnishings and equipment, substantial completion, punch list, closeout, and warranty.

Review and have a working knowledge of Minnesota State AIA B133 - 2014 CM@r Agreement with the Architect and the AIA 201 General Conditions.

Design

- A. Coordinate the completion and documentation of the Minnesota State B3 Guidelines as the Guideline Leader on behalf of the Owner. (www.csbr.umn.edu/b3/index.html)
- B. Review Project Schematic Design, Design Development and Construction Documents documentation and cost estimates prepared by the A/E design team for conformance with Minnesota State Design Standards, Minnesota State Project Budget Worksheet, constructability, and code compliance and document to the Owner any issues. Evaluate and recommend opportunities for Value Engineering.
- C. Recommend and assist the Owner in hiring of site/property survey firm, geotechnical engineering firm, hazardous material survey and design firm, commissioning agent and design review consultant(s) services as necessary to assure conformance to Minnesota State Design Standards.

Bidding

- D. Assist with the preparation of final Bidding Documents; attend pre-bid, bid and post-bid meetings; and assist in the evaluation of bids for construction.
- E. Review insurance, bonds, and submittals; recommend to the Owner issuance of Notice to Proceed (NTP).

Construction

- F. Assist the Owner in hiring inspection and testing consultant(s) services as necessary to assure conformance to Minnesota State Design Standards, Quality Assurance plan and contract documents. Coordinate and evaluate proposals for services and obtain Owner purchase orders or contracts for same. Ensure that all required inspection and testing is performed to standards and as scheduled. The Owner's other consultants and contractors may include, but are not limited to the following:

- Construction Testing and Inspection services firm
- Abatement Contractor
- Waterproofing Consultant
- Masonry Flashings Consultant
- Exterior Windows and Curtain Wall Consultant
- Mechanical and Electrical Systems Commissioning Consultant
- Building Temperature Control Systems Consultant
- Fire Detection/Alarm, Emergency Voice/Mass Communications Systems Consultant
- Roofing Inspection and Testing firm (for Construction Administration Phase)
- Low voltage data/voice cable (telecommunications) installation

- Furniture consultant and/or suppliers
- G. Provide a Project Budget Control and Tracking System. This System shall track all Project-related budgets, estimates, encumbrances, contracts and amendments, change orders, purchase orders, invoices and payments. The System shall include a one page summary.
- H. Attend construction progress meetings to represent the Owner. For the purposes of this RFP, assume progress meetings occur every two weeks. Monitor the contractors' performance and the quality of the construction. The owner anticipates representation on site a minimum of one day per week over the course of construction, more for critical construction processes and less when less critical.
- I. Report to the Owner, System Office, and A/E any nonconformance with the Contract Documents. Review and recommend appropriate corrective actions with the A/E and Owner. Assist the A/E in reviewing corrections to be completed by the construction contractor(s).
- J. Review any concern to the initial submittal of the general contractor's detailed construction schedule and recommend any action to the Owner and A/E. Monitor construction progress and the construction contractor's schedule every 2 weeks. Review the contractor's monthly updates as required by contract documents, document any discrepancies and make recommendations to the Owner.
- K. Provide construction progress reports documenting the construction of the Project. Include photos to document overall construction progress and show key details. Special attention shall be given to concealed construction and as-constructed conditions to document construction record information. Progress reports shall be submitted to the Owner **weekly** in a written report with text descriptions of each photo and important features to be noted. Provide the report in electronic format and upload to e-Builder.
- L. Prepare a **monthly** status report for the Owner and the System Office summarizing at a minimum: key construction activities progress, conformance to the approved Construction Progress Schedule(s), Total Budget Summary/Status report, current or potential problems, recommendations for Owner actions and quality issues. Provide other project information and reports as requested by the Owner and the System Office.
- M. Review Change Order requests to include adherence to contract documents, quantity, contract time, costs and make recommendations to the Owner.
- N. Assist and coordinate Furniture, Fixtures & Equipment (FF&E) and telecommunications systems procurement and installation.
- O. Assist with dispute resolution.as requested.
- P. Ensure that all building systems are functional and that the construction contractor(s) obtain Certificate(s) of Occupancy from the officials having jurisdiction prior to the A/E issuing Certificate(s) of Substantial Completion.

- Q. Manage transfer of building operations to Owner. Coordinate and document equipment start-up, orientation, and training.
- R. Coordinate HVAC and other systems commissioning work.
- S. Coordinate Project-related asbestos abatement or other hazardous material removal work.

Closeout

- T. Participate in Project inspection(s) for Substantial Completion(s) and warranty inspections.
- U. Coordinate and document receipt of warranties, operation and maintenance manuals, and “as-built” documents.
- V. Coordinate Project Final Closeout(s).

Section III. Response Content and Evaluation

Criteria described below, based upon the point scale, will be used to evaluate Responder’s proposals. The evaluation may include requests for additional information, and will focus on the specifics of the Responder’s response to the RFP and approach.

Proposals will be evaluated by the following criteria:

PASS /FAIL REQUIREMENTS

The Respondent shall:

1. Attend mandatory information meeting
2. Submit RFP response on time
3. Submit Signature Page bearing an original signature of a person with the authority to enter the firm into a contract

COMPANY PROFILE - 20 points

The Respondent will submit a company profile. Factors favorable to a Respondent will be stability of the Respondent’s business and greater length of experience that would contribute to the Respondent’s performance on this project. Factors unfavorable to a Respondent would be civil or criminal judgments or financial defaults that would affect the Respondent’s performance or failure to complete projects.

List the members of its team that will be assigned to the project, their planned responsibilities on this project, and the anticipated percentage of the time of each to be used during specified portions of the project period. Attach summary resumes of all team members, stating the years of each with the company, as well as qualifications and special expertise, including specific experience with projects similar to the one that is the subject of this RFP. Highlight individual experience if performed under a previous firm. Factors favorable to a Respondent are the assignment of experienced and highly qualified team members with substantial expertise on similar projects.

RELEVANT TEAM EXPERIENCE WITH SIMILAR PROJECTS - 25 points

The Respondent will provide a summary (ten pages maximum) of its Owner’s Representative or similar experience with projects of similar nature and scope to the project, specifically stating project description, scale and complexity, and geographic location of each. The summary should include the following:

- A. Projects at Minnesota State, 2010 to present.
- B. The members of your proposed team for the present project that worked on the previous project and in what capacity.
- C. Non-Minnesota State projects completed 2010 to present. The Respondent shall provide as to these projects the name of the Owner and the name of an Owner’s contact person with phone number and email address. The Owner reserves the right to independently obtain confirmation of the Respondent’s information from such Owners.

SERVICE APPROACH, METHODOLOGY, & WORK PLAN - 25 points

The Respondent will provide descriptive narratives of its problem-solving successes on a) service and support generally, b) service and support as reflected by quality control, and c) service and support as reflected by use of information technology.

Factors favorable to a Respondent are:

- Demonstrate a service and support approach that serves the interests of the Owner on this project, and which can be proven by the Respondent to have been carried out successfully on other projects.
- A detailed and wide-ranging quality assurance plan for all elements of work the Respondent would perform on this project, likewise which the Respondent could prove to have been carried out successfully on other projects.
- A comprehensive communication plan utilizing sophisticated and state-of-the art information technology in its performance of its project duties.
- Clear understanding of the project and its approach and methodology for providing Owners Representative services, describe whatever difficulties or challenges it foresees in providing services to the Owner on this project, how it expects to manage those difficulties or challenges, and what assistance it requires from the Owner for such management.
- Special services or product characteristics that may be beneficial to the Owner

COST OF SERVICE - 20 points

The Respondent shall list for each of the phases of the project work, the team members by name providing services, their estimated hours and hourly rate, yielding a Personnel Expenses Subtotal. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Respondent in performance of this contract shall be included in the Respondent’s basic hourly fee. The Owner Representative basic hourly rate will be used to calculate points using following criteria.

The proposal with the lowest basic hourly rate will receive the maximum points. Points will be awarded to each of the other proposals by dividing the lowest proposal’s basic hourly rate by each of the other proposal basic hourly rates. The answer will always be less than 1. Take the answer of the division and multiply by the maximum points. The answer will be the number of points (rounded to the nearest whole number) assigned to the total cost for this Responder.

The rates listed on the RFP may be used by the Owner to add or deduct services to modify the RFP response or subsequent contact on a per hour basis. Use the attached **Owner's Representative Services Matrix** or a similar spreadsheet to calculate fees and staffing proposed.

UNIQUE QUALIFICATIONS – 10 points

Describe any unique services or qualifications that may benefit the Owner in the execution of the proposed projects.

PREFERENCE - 6 points (extra)

In accordance with M.S. 16C.16, the basis of award is that eligible certified targeted group (T.G.), economically disadvantaged (E.D.), and Veteran Owned small businesses will receive a six percent (6%) preference. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract.

Only eligible, verified, small businesses currently listed in the Directory of Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendors will be eligible for the preference. This directory is located at <http://www.mmd.admin.state.mn.us/mn02001.htm>

Vendors interested in becoming a certified vendor or to verify their T.G. eligibility and certification or E.D. certification, or Veteran Owned certification, should refer to the state of Minnesota, Department of Administration, Office of Equity in Procurement Division website at <https://mn.gov/admin/business/vendor-info/oep/sbcp/>, or call the division's help line at (651) 296-2402.

Section IV. Additional RFP Response and Contract Requirements

Rights Reserved

Notwithstanding anything to the contrary, the Minnesota State Colleges and Universities, or Anoka-Ramsey Community College reserves the right to:

1. Cancel the Request for Proposal at any time with no cost or penalty to the State.
2. Reject any and all Proposals received in response to this RFP;
3. Disqualify any Responder whose Proposal fails to conform to the requirements of the RFP;
4. Duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
5. Select for contract or for negotiations a Proposal other than that with the lowest cost or the highest evaluation score;
6. Negotiate as to any aspect of the Proposal with the selected Responder;;
7. Extend the contract, not to exceed a total contract term of five (5) years;
8. Change any provisions in this RFQ by posting notice of the change(s) on Minnesota State's website, <http://www.minnstate.edu/vendors/index.html> under FACILITIES CONSULTANT & CONTRACTOR OPPORTUNITIES; and
9. Waive any non-material deviations from the requirements and procedures of this RFP and waive informalities contained in the RFP;

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.

Attachment A: Affidavit of Non-Collusion

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

Attachment B: Workforce Certification

For all contracts estimated to be in excess of \$100,000, Responders are required to complete the State of Minnesota – Workforce Certificate Information page and return it with the response. The form is available at 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>.

Equal Pay Certification

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

Insurance Requirements

By submission of a proposal, Responder certifies that it is in compliance with all insurance requirements specified in the proposed sample contract.

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 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 rights.

Physical and Data Security

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

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

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

The vendor shall recognize Minnesota State sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for

either internal or external purposes, other than that which is directly related to the performance of the contract.

The vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State and the Owner from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the "Authorized Representative" to be identified in the contract.

Section V. RFP Responses

Response Preparation

Responses must be clear and concise. Responses that are difficult to follow or that do not conform to the RFQ format may be rejected.

Quantities

Responders shall submit **four (4)** original RFP responses. Responses shall be sealed in mailing envelopes or packages with the Responder's name and address clearly written on the outside.

Hard Copy and Electronic File Copy

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

Signature Page

Sign and date the Signature page. Signature Page shall be signed by an individual authorized to commit the Respondent to the scope of work proposed. Proof of authority of the person signing shall be furnished upon request.

Format

The format shall be a maximum of 20 pages, not counting the binder cover, cover letter, signature page, index, section divider tab sheets, and required Attachments.

Required Attachments

Provide all the required Attachments identified in Section IV.

Submission

Hard copy responses must be received in the building and at the room as noted in the following address no later than **2:00 pm, June 6, 2019**.

Responses shall be delivered to:

**Ken Karr
Anoka Ramsey Community College, Coon Rapids Campus
College Services Building
Information Desk
11200 Mississippi Blvd. Coon Rapids, MN 55434**

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

Addenda to the RFP

If appropriate, a change responding to questions or clarifications may be issued by the Owner in the form of addenda to the RFP. Addenda to the RFP will be posted at

<http://www.minnstate.edu/vendors/index.html>

No other communications shall be of any effect in changing or amending this RFP.