

MINNESOTA STATE COLLEGES AND UNIVERSITIES



**REQUEST FOR QUALIFICATIONS
for
FACILITIES PROFESSIONAL/TECHNICAL CONSULTANTS
MASTER CONTRACT**

January 7, 2019

SPECIAL NOTE: This Request for Qualifications (RFQ) does not obligate the Minnesota State Colleges and Universities system, hereinafter referred to as "Minnesota State", its Board of Trustees, and/or any Minnesota State campus or institution to award a contract and each reserves the right to cancel this RFQ if it is considered to be in its best interest. Responses must be clear and concise. Responses that are difficult to follow or that do not conform to the RFQ format may be rejected. Responding consultants must include the required information called for in this RFQ. Minnesota State reserves the right to reject a submittal if the required information is not provided or is not organized as directed. Minnesota State also reserves the right to change any provision in this RFQ by posting notice of the change(s) on Minnesota State's website:

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

For this RFQ, written questions or communications regarding this RFQ shall be submitted via email and shall include the name of the questioner. For this RFQ, posting on the captioned website constitutes written notification to each CONSULTANT/responder. Potential responders should check the site daily and are expected to review information on the site carefully before submitting a final response. Addendum to the RFQ will be available on Minnesota State's website. Consultants must acknowledge any addendum when submitting qualifications. Failure to acknowledge any addendum may result in rejection of Consultant's RFQ response.

**Request for Qualifications (RFQ)
for
Facilities Professional/Technical Consultants Master Contract**

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Appendix

- Minimum FAC P/T MC Consultant Criteria (9 pages)

Samples for use in submitting response

- Attachment 1, Certification Regarding Lobbying - Sample for use (1 page)
- Attachment 2, Workforce Certification- Sample for use (3 pages)
- Attachment 3, Affidavit of Non-Collusion – Sample for use (1 page)
- Attachment 4, Equal Pay Certificate – Sample for use (1 page)

For reference only

- Facilities Professional/Technical Consultant Master Contract – (14 pages)
- Attachment A – Approved Specialty Services – for reference (1 page)
- Certificate of Insurance – for reference (1 page)
- Request for Proposal – (6 pages)

Attachments to the RFQ as separate documents: for use in submitting response

- Transmittal Form (1 page- WORD)
- Firm Registration Form (1 page - WORD)
- Evidence of Qualifications Form (3 pages- WORD)

I. OVERVIEW

Minnesota State Colleges and Universities (“Minnesota State”) requests information for Architectural/Engineering, Owner’s Representative, Real Estate and other related Professional/Technical services from Minnesota registered architects, engineers, environmental consultants, geoscientists, land surveyors, landscape architects, owner’s representatives, and real estate service firms (including appraisers, brokerage and related service firms) leading toward a Facilities Professional/Technical Consultant Master Contract (“**FAC P/T MC**”). The services required will vary in nature and may involve due diligence services and the design of new construction and/or remodeling, which includes but is not limited to buildings, commissioning, utilities, facilities, roads and grounds, and land development.

To execute a master contract under the Facilities Professional/Technical Consultant Master contract, as described in further detail in this RFQ, CONSULTANTS are required to meet the requirements of the RFQ, submit requested documentation, and return a signed Facilities Professional/Technical Consultants Master Contract. The Facilities Professional/Technical Consultants Master Contract of each accepted CONSULTANT becomes effective on the later date of May 1, 2019 or its date of full execution.

The term “Minnesota State” as used in this RFQ shall mean the following: the Minnesota State Colleges and Universities through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the system office or any Minnesota State college or university.

The term “CONSULTANT(S)” as used in this RFQ shall mean the following: an individual or firm which responds to the RFQ and which Minnesota State has determined meets the requirements and Minnesota State has accepted and executed a Facilities Professional/Technical Consultants Master Contract.

II. BACKGROUND

Minnesota State Colleges and Universities system (Minnesota State) includes 24 two year colleges and seven state universities with 54 campuses located in 47 Minnesota communities. It is the largest single provider of higher education in the State of Minnesota. The System serves approximately 375,000 students, with 120,000 students taking non-credit courses and customized training programs designed for businesses. For more information about Minnesota State Colleges and Universities, view its website at www.minnstate.edu.

III. GENERAL INFORMATION

Minnesota State is requesting responses from interested consultants, and intends to establish a database of firms to provide various types of professional and technical services. The FAC P/T MC database includes CONSULTANTS who are available to provide Minnesota State with professional and technical services as described herein.

This RFQ is to allow a CONSULTANT to enter into master contract and be included on the FAC P/T MC database which will become effective May 1, 2019.

A. Consultants with a current FAC P/T Master Contract

CONSULTANTS with a current FAC P/T MC are encouraged to respond to this RFQ if they wish to submit qualifications for additional Specialty Services. To verify:

- 1) Firm’s Approved Specialty Services, or
- 2) Registration information is correct (such as address or Contact Information)

Download FPT.20 Facilities P/T Master Contract Database at

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

under Section 4. Designers & Consultants Selection & Contracts.

B. Selection and Implementation Timeline

RFQ Release Date	Monday, January 7, 2019
Informational meeting via Skype for Business INSERT	Friday, January 18, 2019 1:00 pm (CT) 1 hr
RFQ Question Period Deadline	Wednesday, January 23, 2019 2:00 pm (CT)
Post Responses to Questions	Friday, January 25, 2019
RFQ Submittal Deadline	Monday, February 12, 2019 2:00 pm (CT)
Evaluation of Submittals	February 14 – March 15, 2019
Receive status of submittal notification by	March 15, 2019
Contract Originals Due to system office	Monday, March 29, 2019 5:00 pm (CT)
Effective Date of Contract	May 1, 2019

Responses to this RFQ must be received no later than **2:00 pm CT on Monday, February 12, 2019.**

Minnesota State intends to reopen the RFQ process annually to:

- 1) Enable firms to be added to the FAC P/T MC database and
- 2) Encourage firms with existing master contracts to submit qualifications for new Specialty Services.

Firms seeking a master contract must comply with all the requirements of this RFQ. Refer to Section IX, Contracting Conditions and Requirements, Paragraph S, Contract Maintenance for changes to a firm’s listed Specialties or contact information.

A voluntary web-based, informational meeting for vendors will be held on Friday, January 18, 2019, at 1:00 pm.

[Join Skype Meeting](#)

Trouble Joining? [Try Skype Web App](#)

Join by phone

[+16129000533](#) (Dial-in Number)

English (United States)

[Find a local number](#)

Conference ID: 60495401

[Forgot your dial-in PIN?](#) | [Help](#)

It is recommended but not required that all potential or interested responders attend the informational meeting. The presentation slides, answers to any submitted question as well as compilation of Frequently Asked Questions (FAQs) will be posted in an addenda following the meeting at <http://www.minnstate.edu/vendors/index.html>.

All costs incurred in responding to this request for qualifications shall be borne by the CONSULTANT. Minnesota State shall have no financial liability related to or created by CONSULTANT'S decision to respond or not respond to this RFQ.

C. Contract Term

Minnesota State desires to enter into a contract with the successful CONSULTANT(s) effective May 1, 2019. The length of such contract(s) shall be five years. If Minnesota State and the CONSULTANT are unable to execute a contract by May 1, 2019, then Minnesota State reserves the right to not award a master contract to the CONSULTANT in response to this RFQ. A sample contract is included in the Appendix.

CONSULTANTs with a current FAC P/T MC that are approved for new Specialty Services will have an Amendment to their existing contract, without an extension in time, and will be issued an amended Attachment A – Approved Specialty Services.

D. 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” and the successful CONSULTANT(s).

E. 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.

F. 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.

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.

CONSULTANT: The firm selected by Minnesota State as the successful responder(s) responsible to execute the terms of a contract.

G. Applicable Law

A Facilities Professional/Technical Consultants Master Contract entered into as a result of this RFQ shall be governed and interpreted under the laws of the State of Minnesota.

H. Entire Agreement

A written Facilities Professional/Technical Consultants Master Contract and any amendments or addenda thereto, executed in writing by both parties, and any project specific Purchase Order(s), and any attached project specific Exhibit(s), constitute 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 Facilities Professional/Technical Consultants Master Contract may be amended at a future date in writing by mutual agreement of the parties.

I. Deviations and Exceptions

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

J. Authorized Signature

The RFQ Transmittal Form must be completed and signed in the firm's name or corporate name of the CONSULTANT, and must be fully and properly executed and signed in **blue** ink by an authorized representative of the CONSULTANT. Proof of authority of the person signing the contract must accompany the response.

IV. SPECIALTY SERVICES & RESPONSIBILITIES

The table below lists the Specialty Services and a general description of the typical responsibilities. Project responsibilities may span over multiple project phases or may be limited to a single phase depending on the nature of the project. Tasks commonly associated with project phases are described in part A. General Scope of Work by Project Phase. **The scope of work and consultant’s fee will be determined on a project-by-project basis by the campus. The work requirements will be incorporated into the contract with an appropriate Exhibit and Purchase Order.**

SPECIALTY SERVICE	GENERAL DESCRIPTION of RESPONSIBILITIES
Architecture - Architectural Design	Provide HEAPR predesigns. Provide design, bid and award, construction administration, and closeout services for new construction, renovation, and renewal projects. Review, analyze and evaluate program, budget, and schedule at all phases. Prepare all technical drawings and specifications. Prepare cost estimates and assist in bidding process. Conduct construction observations and provide record drawings.
Architecture - Comprehensive Facility Planning	Provide campus master plans to include an existing facilities assessment, confirm strategic alignment academic and workforce needs, analysis of regional issues, and recommended site and building improvements.
Architecture - Predesign	Provide Predesigns for larger capital budget projects. Prepare project feasibility studies and retain required sub-consultants. Review project alignment with strategic, master, and operations plans. Analyze facility needs and prepare cost estimates.
Building Envelope - Exterior wall	Provide HEAPR predesigns. Provide expert recommendations in masonry exterior wall design, through-wall flashing, and air barrier installation. Advise on other exterior wall systems, such as metal panel or precast panels. Coordinate details and prepare project specifications. Analyze exterior wall conditions at critical interfaces such as adjacent walls and roofs. Review penetration details for windows and doors, flashings, roofs, and foundations. Review and/or prepare construction & bid documents. Conduct site observations during construction. Conduct forensic investigations, testing, inspections, and monitor construction.
Building Envelope - Roofing	Provide HEAPR predesigns. Provide detailed roof designs and recommendations. Inspect existing roof conditions and evaluate life expectancy. Review construction & bid documents. Conduct forensic inspections to determine leaks or failures. Provide full-time inspection during construction.

SPECIALTY SERVICE	GENERAL DESCRIPTION of RESPONSIBILITIES
Building Envelope - Windows and Curtain Walls	Provide HEAPR predesigns. Provide detailed window and curtain wall evaluation, analysis, design, and design reviews. Evaluate and recommend products, accessories, and sealants. Review construction & bid documents. Coordinate pre-installation meetings and conduct site observations during construction. Observe testing procedures and report deficiencies.
Commissioning - Mechanical	Evaluate existing mechanical systems. Develop commissioning specifications, requirements, functional checklists and procedures. Review and approve O&M manuals, prepare final reports, and develop operations commissioning plan.
Engineering - Civil	Provide HEAPR predesigns. Plan, design and oversee construction of infrastructure, roads, bridges, tunnels, water and sewer projects. Prepare project reports, details, drawings, specifications and estimates. Evaluate geotechnical reports. Coordinate site survey activities. Develop stormwater management programs (SWMPs) to mitigate construction site runoff. Integrate projects into Municipal Separate Storm Sewer Systems (Ms4s). Recommend maintenance best practices.
Engineering - Electrical	Provide HEAPR predesigns. Design power, lighting, and other special systems (such as lightning protection, emergency generator). Evaluate energy performance. Prepare project drawings, calculations, and specifications. Prepare detailed reports and narratives. Coordinate electrical design requirements with other disciplines.
Engineering - Environmental	Provide Phase I and Phase II Environmental Site Assessment (ESA) reports. Prepare Environmental Assessment Worksheets (EAW). Prepare Environmental Impact Statements (EIS). Lead and develop Alternative Urban Areawide Review (AUAR) plans.
Engineering - Fire Protection	Provide HEAPR predesigns. Design complete fire protection systems, including sprinklers, fire alarm and communication systems.
Engineering - Geotechnical	Provide expert consultation, investigation, testing and evaluation, planning, mapping, and inspection of geoscientific work and its responsible supervision. Provide soil boring reports and recommendations.
Engineering - Mechanical	Provide HEAPR predesigns. Develop and design mechanical systems according to Owner's project requirements. Evaluate energy performance and existing mechanical systems. Prepare detailed reports and narratives. Design HVAC and plumbing systems. Prepare project drawings, calculations, and specifications. Coordinate mechanical design requirements with other disciplines.

SPECIALTY SERVICE	GENERAL DESCRIPTION of RESPONSIBILITIES
Industrial Hygiene - Asbestos Abatement Design	Design and supervise existing conditions as required to perform asbestos related project design. Conduct pre-site analysis and on-site project management, sample testing and analysis. Provide reports and recommend corrective actions.
Industrial Hygiene - Air Monitoring	Conduct sample collection and provide analysis during asbestos abatement. Monitor air quality throughout construction and during other evaluation periods. Provide reports and recommend corrective actions.
Industrial Hygiene - Indoor Air Quality	Conduct indoor air quality investigation, sampling, and evaluations. Provide reports and recommend corrective actions to mitigate fungal organism concerns or other contaminants (such as radon, carbon dioxide, or smoke). Conduct discovery investigations and tests to uncover water damages elements that may contribute to mold growth. Provide reports and recommend corrective actions.
Industrial Hygiene - Industrial Hygienist	Provide assessments of the biological, physical, chemical, air and ergonomic hazards on campuses. Develop and implement programs to mitigate or remove the conditions that could harm staff, faculty, students, and guests. Provide reports and recommend corrective actions.
Industrial Hygiene - Lead Testing	Design and supervise existing conditions as required to perform lead related project design. Conduct pre-site analysis and on-site project management, sample testing and analysis. Provide reports and recommend corrective actions.
Inspectors and Laboratories	Conduct special inspections and construction materials testing in accordance with the contract documents. Provide reports to determine compliance with contract documents.
Interior Design	Provide HEAPR predesigns. Design interior spaces and coordinate furnishings with architectural layouts. Review and evaluate program, budget, and schedule. Prepare all technical drawings and specifications relative to interior spaces. Select and specify fixtures, furnishings and interior details. Design custom furnishings and assist with procurement.
Land Surveyor	Property surveys that describe, map and locate land ownership boundaries, corners, features and improvements for property acquisitions and dispositions. Show topology, major surface features and location and depth of underground utilities on the site. Provide surveying documentation for storm water management.

SPECIALTY SERVICE	GENERAL DESCRIPTION of RESPONSIBILITIES
Landscape Architectural Design	Provide HEAPR predesigns. Design of plaza, courtyards, streetscapes, gardens, and other natural features. Determine proper land use, natural land features, ground cover and planting, considerations of the land to erosion, wear, blight and hazards, and sustainable use.
Owner's Representative	Administer the design and/or construction contract(s) on behalf of the Owner, coordinate major elements of design, provide schedule assistance, and provide project budget control and tracking. Review project documents, attend design and construction meetings. Recommend and assist the Owner in hiring professional and technical project consultants. Provide project status reports. Coordinate project work to be performed by the Owner. Review invoices and payment applications.
Real Estate - Appraisals	Provide complete self-contained appraisals of properties being considered for sale or acquisition. Provide current market information about real estate values at locations throughout the State of Minnesota.
Real Estate - Real Estate Broker	Provide real estate consulting services for transactions and advise on leasing offices, warehouses, and classrooms.
Technology - Audio and Visual	Provide HEAPR predesigns. Advise on presentation technologies, coordinate equipment, recommend strategies for content and presentation delivery, and support existing and new technology. Advise on sound support systems and develop user interfaces and control systems.
Technology - Information and Data Networks	Provide HEAPR predesigns. Plan and design security measures to protect computer networks. Identify threats and develop solutions to technical security problems. Evaluate existing network architecture and recommend improvements.
Technology - Telecommunications and Voice	Provide HEAPR predesigns. Design video, data, and voice communications systems. Evaluate existing systems, methods and devices and recommend improvements. Develop and implement communication networks.
Planning – Utility Master Planning*	Provide campus utility master plan to include evaluating existing utility system conditions, understanding future service needs, evaluating options for meeting these future needs, and articulating an implementation plan that can guide capital investment projects.
Planning – Higher Education Analyst*	Provide comprehensive instructional space utilization analysis. Provide demographic research for academic programs. Perform program, schedule, and section assessments including conflict analysis. Provide data validation, visualization, and modeling. Confirm strategic alignment of on-site and on-line resources, recommend optimization strategies and improvements.

* New Specialty Service for 2019

A. General Scope of Work by Project Phase

Tasks for each Specialty Service may include, but are not limited to the following:

Studies & Reports:

- Evaluate existing building or utility systems and site conditions; assess overall condition
- Determine actual or potential source(s) of leakage, weakness or failures
- Take samples and evaluate any suspected hazardous materials.
- Provide recommendations for corrective actions.
- Provide design reviews of project design documents prepared by others.
- Provide expert recommendations for the building systems specialty to be addressed.
- Provide analysis of specialty design documents and application of Minnesota State Facilities Design Standards.
- Provide cost estimates for corrective actions.
- Conduct exploratory testing, selective destructive testing, monitoring of air quality, or other evaluation of materials for conformance with ASTM or similar specified standards
- Provide review comments of design documents for each phase of design.
- Prepare due diligence reports or studies for regulatory compliance.

Pre-design:

- Obtain building documentation from Campus/University (C/U) or Minnesota State.
- Complete a comprehensive assessment of existing facilities condition and building systems
- Identify and analyze facility needs and specialty design issues.
- Discuss options, alternatives and solutions, and analyze energy efficiency
- Provide a planning cost estimate to include specialty design, construction, contingency, and observation and testing costs as appropriate to the scope of the project.
- Provide projected design and construction schedule(s).
- Consider Sustainable Building 2030 goals, energy benchmarking and sustainability initiatives.
- Review how a project meets Minnesota State's strategic plan, master plan, and operational program.
- Perform program, schedule, and section assessments including conflict analysis

Design (Schematic Design thru Construction Documents Phases):

- Comply with the Minnesota State Facilities Design Standards.
- Apply relevant B3 guidelines and prepare required documents.

Schematic Design (SD) Phase:

- Review, analyze and evaluate the project program, budget and schedule.
- Interview facility, maintenance and operations personnel at the C/U for their input.
- Provide field verification(s) of existing conditions including conducting destructive test openings (properly patched) as required.
- Include directly associated structural, mechanical and electrical engineering and other sub-consultant services and asbestos testing reports, as required by the specific project.
- Schedule SD review meetings with both C/U and Minnesota State personnel.
- Provide all SD Submittal Requirements per the Minnesota State Facilities Design Standards.
- An updated SD construction cost estimate and schedule.

Design Development (DD) Phase:

- All DD Submittal Requirements must conform to the Minnesota State Facilities Design Standards and adhere to all applicable building, life safety, and energy codes in accordance with interpretations of authorities having jurisdiction.
- Submit Design Standards Variance Requests as applicable.
- An updated DD construction cost estimate and schedule.
- Prepare a Quality Assurance Plan.

Construction Documents (CD) Phase:

- Prepare drawings and specifications per the Minnesota State Facilities Design Standards as applicable.
- Include Division 0 documents from the Minnesota State Facilities website and insert prevailing wage rates for the county where the work is to be performed from the Department of Labor and Industry website.
- Project Manual: Provide a separate title page with signature blocks for designers' approval(s), table of contents, drawing schedule, and division 0 documents. Provide technical specifications for each division and section that applies to the project scope of the work.
- Provide an updated CD construction cost estimate and schedule.
- Prepare all drawings and specifications necessary to convey the exact scope of the work and the full intent of the design related to the work.
- Prepare all CD's using computer aided design and drafting technology in an electronic data exchange file format acceptable to Minnesota State.

Bid & Award:

- Coordinate bid dates and times with the C/U personnel where the project is located.
- Conduct/attend a Pre-bid meeting and provide meeting notes. Prepare and post addenda on QuestCDN as needed.
- Provide a written bid tab and provide a written award recommendation letter to the C/U.

Construction Administration, Observation, Inspections, and other Testing:

- Schedule and conduct Pre-construction, Construction (progress), and Pre-Installation Meetings.
- Provide minutes for each meeting.
- Verify all required permits are obtained by the Contractor.
- Review and approve shop drawings and submittals.
- Review and approve Contractor payment applications.
- Initiate construction change modifications.
- Coordinate with C/U personnel and campus schedules.
- Verify construction conformance with the Minnesota State Facilities Design Standards and project Contract Documents.
- Coordinate construction inspection and testing services, as applicable.
- Provide full or part time construction observation to ensure conformance with Project Documents.
- Test construction materials as required by contract documents.
- Inspect systems and provide required reports..

Project Closeout:

- Conduct inspection(s) for Substantial Completion(s), provide written punch list(s).
- Coordinate and document receipt of warranties, operation and maintenance manuals. Review and approve as required.
- Verify performance tests and conformance with the Operations Commissioning Plan.
- Provide “as-built” record documents to C/U and Minnesota State in a format acceptable to C/U.
- Coordinate project final closeout(s) including verification(s) of punch list completion(s) and final payment application submittals.
- Develop and coordinate a Commissioning Systems and Concepts Manual.
- Participate in 10 month warranty reviews.
- Conduct seasonal or deferred testing and recommend deficiency corrections.

B. Enterprise Project Management System – e-Builder

Consultants are typically required to use the Minnesota State’s internet-based enterprise project management system, e-Builder, in the participation or administration of a Project. The functionality of this software may include, but is not limited to, the electronic filing and processing of:

- a) Contracts and contract modifications, including contract amendments,
- b) Design documents, bidding documents
- c) Requests For Information (RFI’s), Proposal Requests (PR’s), Construction Change Directives (CCD’S), and Change Orders (CO’s),
- d) Applications for Payment and Invoices, and other financial correspondence.
- e) Submittals, construction schedules, product data, shop drawings, samples, and
- f) other Project related information.

Minnesota State will provide the CONSULTANT with access to the software and initial training for the selected Contractor’s designated Project representative(s) at no cost to the Contractor. Except for electronic access and initial training, Minnesota State assumes no responsibility for any real or potential costs associated with the use of e-Builder by the CONSULTANT.

V. SELECTION CRITERIA**A. Minimum Criteria**

Refer to the Minimum FAC P/T MC Consultant Criteria for each Specialty Service criteria included in the Appendix. All requirements are PASS/FAIL. All requirements must be PASSED to be eligible for master contracting and inclusion in the FAC P/T MAC database.

Minnesota State retains the right at all times to not use the Facilities Professional/Technical Consultant contracting process for any projects. Minnesota State retains the right at all times to use the public advertisement process for any services. A Facilities Professional/Technical Consultants Master Contract is not a guarantee of any work nor does it obligate Minnesota State to award any work.

B. Specific Project Selection

Responders may perform studies, provide reports, design reviews, designs, observations, testing or construction administration services on Minnesota State renovation and/or construction projects on behalf of Minnesota State to assure that the project(s) are designed and constructed in conformance with the Minnesota State Facilities Design Standards, B3 Guidelines and SB2030 Energy Standards, laws, ordinances, building and construction codes, rules and regulations, and meet the specific project requirements.

Projects will vary in nature, scope, budget, schedule and locations throughout the state. Minnesota State intends to enter into master contract firms in each Specialty to perform these services. Responders may be selected directly or through an RFP process depending on the fee. Approved Responders shall work with the College or Universities’ delegated project manager(s), the system office, and other team members.

Additional requirements may be included in a Request for Proposal (RFP). A sample RFP based on selecting a firm with a FAC P/T MC is included in the Appendix.

VI. RESPONSES AND SUBMITTAL REQUIREMENTS

A. Responses

Responses to this RFQ must be received no later than **2:00 pm CT on Monday, February 12, 2019**. Any CONSULTANT added to the FAC P/T MC database now or in the future, must comply with all the requirements of the RFQ and Facilities Professional/Technical Consultants Master Contract, including attachments, supplements and other requirements. Responses that do not provide the information requested shall be considered not to have complied with the requirements of this RFQ and will be rejected. Late responses will not be considered and will be returned unopened. Minnesota State will not be responsible for postal or courier deliveries not received by the deadline, delays caused by weather conditions, or any other associated delays.

Minnesota State’s agent for purposes of receiving the hard copy RFQ responses is:

Location:	Minnesota State Colleges & Universities System Office
Name:	Karen Huiett
Title:	Program Manager, Design and Construction
Address:	30 7 th Street East, Suite 350, St. Paul, MN 55101

A CONSULTANT which seeks to be included in the Facilities Professional/Technical Consultants Master Contract database must provide two (2) hard copy submittals AND one (1) electronic.

The hard copy submittals must be in a sealed envelope, delivered by mail or courier, and include all the required information below. All information must be submitted on 8 ½” x 11” paper and paper-clipped, not bound. The envelope must clearly show the CONSULTANT’S name and address. The following must appear in the lower left corner of the envelope: “RFQ Response for Facilities Professional/Technical Consultants Master Contract”.

The electronic submittal must be emailed to FACPTMC@minnstate.edu. All information required below must be attached. Do not combine documents. **Rename** each file as specified in each section below to ensure your firm's information stays together.

B. Transmittal Form

CONSULTANTS responding to this RFQ shall provide a Transmittal Form (file name: FIRMNAME_Transmittal.pdf). A template is attached for your use as a separate document. Please indicate if your firm has a current FAC P/T MC and are submitting qualifications for new Specialty Services or if your firm does not have a current FAC P/T MC.

The Transmittal Form must be signed in blue ink by the Primary Contact who is an authorized signatory member of the CONSULTANT'S firm.

CONSULTANTS must acknowledge the total number of addendum in the Transmittal Form at the time of submission.

C. Firm Registration

For CONSULTANTS with current, existing FAC P/T MC contracts:

Provide a Firm Registration form in Microsoft WORD (file name: FRIMNAME_Registration.doc). A template is attached. Please check the box that indicates "YES! Our Firm has a current Master Contract". Review your firm's information as shown in the Facilities P/T Master Contract Database. Enter the firm's Legal Name. If the information shown on the Database is correct, please check the box "No changes to our current Registration". If the information in the Database is incorrect, check the box "Please update our Registration" and complete the Registration form.

For new CONSULTANTS seeking to master contract with Minnesota State:

Provide a Firm Registration form in Microsoft WORD (file name: FRIMNAME_Registration.doc). A template is attached for your use as a separate document. Minnesota State imposes no special requirements for CONSULTANTS with multiple office locations.

The CONSULTANTS legal name should match the vendor name in the Statewide Integrated Financial Tools (SWIFT) system. CONSULTANTS must have the same Federal tax identification number since June 1, 2017.

CONSULTANT must indicate if the CONSULTANT is an individual to ensure the appropriate clauses are included in the main body of the master contract.

CONSULTANT shall indicate a Preferred Status - Targeted Group/Economically Disadvantaged/Veteran-Owned (TG/ED/VO) - at the time of RFQ response submittal, if applicable. CONSULTANT shall include a copy of the letter of certification or a screen print of the appropriate website showing certification as part of the RFQ response submittals.

The Primary Contact listed on the firm's registration is the individual with the authority to enter the firm into a contract and who will be responsible for the management of the contract with

Minnesota State. The secondary contact is an individual that may support the primary contact, or be a key personnel, or may be available for campus project inquiries.

D. Evidence of Qualifications

CONSULTANTS shall submit a **separate** Evidence of Qualifications (EoQ) Form (file name: FIRMNAME_EoQ_Specialty.pdf for example, XYZARCHITECTS_EoQ_Predesign.pdf) for **each Specialty Service** under consideration for evaluation. A template is attached for your use as a separate document. For example, a large A/E firm will submit one Firm Registration form and possibly several Evidence of Qualification forms for the various Specialty Services listed in Section IV.

The minimum criteria for each Specialty Service is listed in the Minimum FAC P/T MC Consultant Criteria included in the Appendix.

List Key Personnel within the firm who will be responsible for leading projects or managing contracts. A minimum of one (1) appropriately credentialed individual is required per Specialty Service. List only the key personnel associated with the Specialty Service under consideration. **Minnesota State professional license numbers must be included for key personnel listed in the EoQ otherwise the firm will not be eligible for the Specialty Service.**

Provide the name (individual or business) and contact information of the Laboratory or Testing Service either in-house or subcontracted as required per Specialty Service in the Minimum FAC P/T MC Consultant Criteria. List the credentials or accreditations of the testing agency providing the service. Provide a brief list of the testing capabilities.

Provide a general description of the firm's project responsibilities and briefly list tasks accomplished for the scope of work. Brief examples can be found in the RFQ, Section IV. Specialty Services and Responsibilities and also under part A. General Scope of Work by Project Phase.

Include at least the minimum number of projects for the Specialty Service as required in the Attachment Minimum FAC P/T MC Consultant Criteria. Consultants are encouraged to submit a maximum of five (5) projects for each Specialty Service. **Projects listed must be completed as of this RFQ response due date.** The CONSULTANT must be the direct, **prime contract** holder for the project. Provide Owner contact information.

Here is one example for the Mechanical Engineering Specialty Service:

General description of responsibilities and tasks:

We designed a new geothermal heat pump loop system for the project. Our scope of work included providing site civil work and preparation for the geothermal borings as well as an entirely new heating and cooling system as the facilities existing infrastructure had reached end of useful life. Mechanically, the HVAC units were replaced, a new high efficiency boiler was installed, and a water to water geothermal heat pump skid was installed, in addition to demolition of the existing equipment. The new design was based on updating the pre-design to meet the requirements of the project and updating the cost estimate accordingly. The majority of the controls were specified to be integral to the new equipment, with a small amount of control interface with the existing controls system. The design followed the Minnesota State Design Standards throughout all phases of design, including drawings, calculations, and specifications. The electrical design required some distribution upgrades and main breaker replacements at the switchboards. We uploaded relevant documents and used appropriate e-Builder workflows.

CONSULTANTS will not be able to re-submit Evidence of Qualifications for any Specialty Service if the information is determined to not meet the Minimum FAC P/T MC Consultant Criteria. If firm's have additional questions regarding the Minimum FAC P/T MC Consultant Criteria or the expectations for the general description of responsibilities and tasks, please email a question regarding the RFQ to FACPTMC@minnstate.edu by 2:00 PM, Wednesday, January 23, 2019.

Minnesota State reserves the right to verify the information submitted by the CONSULTANT in response to this RFQ at any time.

E. Certificate of Insurance

The CONSULTANT shall provide to Minnesota State a copy of their certificate of insurance (file name: FIRMNAME_COI.pdf) in accordance with the requirements of the Facilities Professional/Technical Consultants Master Contract. A sample contract with the minimum insurance requirements **is included in the Appendix.**

An example of the Certificate of Insurance with the minimum requirements **is included in the Appendix.**

- **The Certificate of Insurance must specify Minnesota State as an additional insured and provide an endorsement.**
- **The Certification of Insurance must indicate the Professional Liability Insurance deductible.**
- **The maximum deductible for Professional Liability Insurance is \$50,000.**

A variance to the insurance coverage for Business Automobile Liability Insurance is available under the following condition:

- In the event, a firm does not own any automobiles, an exception to the Owned Coverage requirement is a letter from an authorized member of the firm stating that the firm does not own any automobiles. The letter must be provided at the same time as the documents in response to this Request for Information.

- The Business Automobile Liability Insurance for Hired and Non-owned coverage shall be in accordance with the requirements of the Facilities Professional/Technical Consultants Master Contract.

Insurance coverage must be **maintained** throughout the entire five-year term of this master contract. When policies expire, new certificates must be emailed to FACPTMC@minnstate.edu. It is the CONSULTANT’S responsibility to ensure that Minnesota State has the most current insurance information on file.

F. Contingency Fees Prohibited – Attachment #1 Certificate Regarding Lobbying

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

All responding CONSULTANTS are required to complete the Certificate Regarding Lobbying form (file name: FIRMNAME_Attachment1.pdf) and submit it with the response. A template is included in the Appendix for your use.

G. Human Rights Requirements – Attachment #2 Workforce Certification

All responding CONSULTANTS are required to complete the Workforce Certificate of Compliance forms (file name: FIRMNAME_Attachment2.pdf) and submit it with the response. A template is included in the Appendix for your use.

Minnesota State intends to carry out its responsibility for requiring affirmative action by its CONSULTANTS.

1. Covered Contracts and Contractors. If a Purchase Order for project work exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) including reimbursable expenses and the CONSULTANT employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal place of business, then the CONSULTANT must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. If a CONSULTANT is covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the CONSULTANT does not have a Certificate of Compliance, said CONSULTANT must certify that it is in compliance with federal affirmative action requirements.
2. Minnesota Statutes §363A.36. Minnesota Statutes §363A.36 requires CONSULTANT to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter “Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
3. Consequences. The consequences for the CONSULTANT’S failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or Minnesota State.

4. **Certification.** The CONSULTANT will be required to submit an executed Minnesota State Affirmative Action Data Page with its response to this RFQ, which Data Page will be an attachment to, and part of, the Facilities Professional/Technical Consultants Master Contract and a current Certificate of Compliance if the Data Page reflects that a Certificate is required. If the CONSULTANT was not required to have a Certificate of Compliance at the time of the execution of the Facilities Professional/Technical Consultants Master Contract because of (a) the number of its employees during the twelve (12) months prior to such execution, or (b) the location of its principal place of business outside Minnesota, BUT such status thereafter changes and then calls for a Certificate of Compliance, it shall be the obligation of the CONSULTANT to promptly inform Minnesota State of the change of status, keep its Minnesota State Affirmative Action Data Page current, and obtain the Certificate. In any event, the CONSULTANT must obtain the Certificate before it can be considered to be selected for any project work exceeding a value of \$100,000 (including reimbursable expenses).

H. Attachment #3 - Affidavit of Non-Collusion

All responding CONSULTANTS are required to complete the Affidavit of Non-Collusion form (file name: FIRMNAME_Attachment3.pdf) and submit it with the response. A template is included in the Appendix for your use.

I. Attachment #4 - Equal Pay Certificate

All responding CONSULTANTS are required to complete the Equal Pay Certificate (file name: FIRMNAME_Attachment4.pdf) and submit it with the response. A template is included in the Appendix for your use. A copy of the consultant's Equal Pay Certificate from the Minnesota Department of Human Rights must be included in the response to the RFQ.

If the Equal Pay Certificate is unavailable from the Minnesota Department of Human Rights at the time of response submittal, indicate PENDING on the Transmittal form and Attachment 4. Submit the Equal Pay Certificate with your signed contract by March 29, 2019.

The Response to this solicitation could be in excess of \$500,000, including renewal and extension options. The Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution (file name: FIRMNAME_Attachment4.pdf). 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.

VII. RESPONSE EVALUATION PROCESS

All responses received by the deadline will be evaluated by Minnesota State. The evaluation and approval of CONSULTANTS for master contracting for each Specialty Service will be by a selection committee, consisting of members of Minnesota State's Facilities Design and Construction Staff and may include campus staff, who will consider the Responder's overall suitability to provide the required services based upon the Responder's submittal. Responsive submittals will be evaluated by the selection committee based upon the Evidence of Qualifications data provided by Responders and compared to the criteria set forth in Attachment Minimum FAC P/T MC Consultant Criteria.

Each CONSULTANT will be notified of its acceptance or rejection for inclusion on the Facilities Professional/Technical Consultants Master Contract database electronically (via email). CONSULTANTS meeting the requirements in this RFQ that qualify to be included in the FAC P/T MC database will receive a prepared Facilities Professional/Technical Consultants Master Contract with an Attachment A, Approved Specialty Services, for signature.

VIII. REJECTION AND WAIVER OF INFORMALITIES

This RFQ does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees, or any Minnesota State college or university to award a contract, Purchase Order or complete a proposed project under the Facilities Professional/Technical Consultants contracting process. Minnesota State reserves the right to cancel this RFQ if it is considered to be in its best interest. Minnesota State also reserves the right to waive minor informalities, and notwithstanding anything to the contrary, reserves the right to:

1. reject any and all responses received in response to this RFQ;
2. terminate this RFQ and prepare and release a new RFQ; and
3. waive minor informalities therein.

IX. CONTRACTING CONDITIONS AND REQUIREMENTS

A. Facilities Professional/Technical Consultants Master Contract

A complete Facilities Professional/Technical Consultants Master Contract consists of the following properly signed and executed documents:

- Facilities Professional/Technical Consultants Master Contract – prepared by Minnesota State (13 pages)
- Attachment A, Approved Specialty Services – prepared by Minnesota State (1 page)
- Attachment 1, Certification Regarding Lobbying – submitted with RFQ response (1 page)
- Attachment 2, Minnesota State Affirmative Action Data Page – submitted with RFQ response, (4 pages)
- Attachment 3, Affidavit of Non-Collusion – submitted with RFQ response (1 page)
- Attachment 4, Equal Pay Certificate - submitted with RFQ response (1 page)
- Certificate of Insurance -submitted with RFQ response

A sample contract **is included in the Appendix**. Minnesota State will send qualified CONSULTANTS a prepared contract for signature along with instructions.

Submittal by CONSULTANT of a partially executed Facilities Professional/Technical Consultants Master Contract DOES NOT bind Minnesota State to accept or execute any contract. Minnesota State shall have sole discretion in determining which CONSULTANTS meet requirements to be placed on a Facilities Professional/Technical Consultants Master List. The proposed Facilities Professional/Technical Consultants Master Contract is not in effect until accepted and fully executed by Minnesota State, in its sole discretion.

B. Notice to Consultants

As a condition of this contract, the CONSULTANT 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.

C. Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either Minnesota State or the CONSULTANT.

D. State Audit

The books, records, documents and accounting practices and procedures of the CONSULTANT 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.

E. Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The CONSULTANT 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 RFQ 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 CONSULTANT. If the CONSULTANT submits information in response to this RFQ that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the CONSULTANT 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

RFQ, 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.

F. Disposition of Responses

All materials submitted in response to this RFQ will become the property of Minnesota State and will become public record after the evaluation process is completed. All materials will be made available to Minnesota State Colleges and Universities for review.

If the CONSULTANT submits information in response to this RFQ that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes § 13.37, the CONSULTANT must clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, defend any action seeking release of the materials it believes to be trade a secret, and indemnify and hold harmless Minnesota State and its agents and employees from any judgments or damages awarded against them in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Minnesota State's award of a contract. In submitting a response to this RFQ, the CONSULTANT agrees that this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

G. Conflict of Interest

The CONSULTANT 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.

H. Organizational Conflict of Interest

The CONSULTANT warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which 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 CONSULTANT is unable or potentially unable to render impartial assistance or advice to Minnesota State, or the CONSULTANT'S objectivity in performing contract work is or might be otherwise impaired, or the CONSULTANT has an unfair advantage. The CONSULTANT agrees that, if after award, an organizational conflict of interest is discovered, an immediate full disclosure in writing shall be made to Minnesota State which shall include a description of the action which the CONSULTANT has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, Minnesota State may, at its discretion, cancel the contract. In the event the CONSULTANT was aware of an organizational conflict of interest prior to the award of their contract and did not disclose the conflict to the Minnesota State contracting officer, Minnesota State may terminate the contract for default. The provisions of this clause shall be included in all subcontracts for work within the service provided by the prime contractor, and the terms "CONSULTANT", "contract", "contractor", and "contracting officer" modified appropriately to preserve Minnesota State's rights.

I. Physical and Data Security

The CONSULTANT is required to recognize that on the performance of the contract the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the CONSULTANT on behalf of Minnesota State.

The CONSULTANT shall recognize Minnesota State's sole and exclusive right to control the use of this information. The CONSULTANT 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 CONSULTANT agrees to indemnify and hold harmless the State of Minnesota, Minnesota State from any and all liabilities and claims resulting from the unauthorized disclosure by the CONSULTANT, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The CONSULTANT must return all source data to the "Authorized Representative" to be identified in the contract.

J. Contracting Limits

Minnesota State may use its Facilities Professional/Technical Consultants Master Contract and a Purchase Order to secure services of CONSULTANTS who provide Design or Owner Representative Specialty Service on its FAC P/T MC with a value up to \$100,000 in fees per project.

K. Solicitation

Qualified CONSULTANTS on the Facilities Professional/Technical Consultants Master database may be selected by Minnesota State for particular contract work with estimated fees for services as follows:

1. Estimated Fee for Services less than \$50,000

Minnesota State will request a quotation from a minimum of one firm or individual on the FAC P/T MC database. One of these firms or individuals should be a qualified TG/ED or Veteran Preference firm if one is available in the project experience category. Rotation of work, geographic location and project requirements (i.e. experience) are considerations in bid solicitation.

2. Estimated Fee for Services from \$50,001 to \$100,000

Minnesota State will request a quotation from a minimum of two firms or individuals on the FAC P/T MC database. One of these firms or individuals should be a qualified TG/ED or Veteran Preference firm if one is available in the project experience category. Rotation of work, geographic location and project requirements (i.e. experience) are considerations in bid solicitation.

L. Contracting with Minnesota State colleges, universities, or the system office

On a project-by-project basis, a CONSULTANT that is selected to perform services under the Facilities Professional/Technical Consultants Master Contract will receive a Purchase Order from Minnesota State prior to performing contract services. No work shall begin until an executed Purchase Order has been issued and the CONSULTANT is notified to begin work. All work will be subject to the requirements of this RFQ. All CONSULTANTS will be responsible for the performance of their subconsultants.

M. Contract Maintenance

The CONSULTANT is responsible to ensure that the Firm Registration information is accurate and current. The CONSULTANT must validate the information provided with the contract for signature.

If a CONSULTANT wishes to **ADD** a Specialty Service, then an amendment to the contract is required. Evaluations for additional Specialty Services will occur on an annual basis when the RFQ is re-opened. Other changes, such as changes to the Firm Registration or removing a Specialty Service, should be sent to the system office notification at FACPTMC@minnstate.edu.

N. Questions Regarding RFQ

Questions may be emailed to FACPTMC@minnstate.edu . Questions must be received no later than **2:00 pm on Wednesday, January 23, 2019** to ensure a response posted by **Friday, January 25, 2019**. When emailing questions, please use the subject line "Question Regarding MnSCU RFQ for P/T Consultants". Responses to questions in the form of an addenda will be posted on the Minnesota State Facilities Office web site: <http://www.minnstate.edu/vendors/index.html>

END OF REQUEST FOR QUALIFICATIONS

Minimum FAC P/T MC Consultant Criteria

Specialty Services	Credentials of Key Personnel	Years of Experience	Laboratory or Testing Service	Firm Project Experience – Projects must be completed
Architecture - Architectural Design	MN Licensed Architect	10 (ten) years	None.	3 (three) projects with a state or local government or higher education institution.
Architecture - Comprehensive Facility Planning	MN Licensed Architect	10 (ten) years	None.	3 (three) comprehensive facilities plans (master plans) with a state or local government or higher education institution completed since January 1, 2009.
Architecture - Predesign	MN Licensed Architect	10 (ten) years	None.	3 (three) projects with a state or local government or higher education institution. Municipal, corporate, or other relevant design experience may be considered.
Architecture - Wayfinding	<ul style="list-style-type: none"> • MN Licensed Architect or MN Licensed Certified Interior Designer, or • 4 (four)-year degree in Graphic Design, Marketing, Communications, or related equivalent, AND Registration/accreditation with a professional organization related to specialty.	10 (ten) years	None.	3 (three) projects with a state or local government or higher education institution. Municipal, corporate, or other relevant design experience may be considered.

Minimum FAC P/T MC Consultant Criteria

Specialty Services	Credentials of Key Personnel	Years of Experience	Laboratory or Testing Service	Firm Project Experience – Projects must be completed
Building Envelope - Exterior wall	<ul style="list-style-type: none"> • MN Licensed Architect or MN Licensed Professional Engineer. • 4 (four)-year degree in Architecture, Engineering, Construction, or related equivalent for construction observer. • Registration/accreditation with a professional organization related to specialty. 	<ul style="list-style-type: none"> • 10 (ten) years of design experience • 5 (five) years of construction observation 	<ul style="list-style-type: none"> • In-house or independent accredited testing lab. • Confirm testing service capabilities 	<p>5 (five) projects:</p> <ul style="list-style-type: none"> • 3 (three) of the 5 (five) projects listed must be for a state or local government or higher education institution. • 3 (three) of the 5 (five) projects must include full time construction observation.
Building Envelope - Roofing Building Envelope - Roofing (continued)	<ul style="list-style-type: none"> • MN Licensed Architect or MN Licensed Professional Engineer. • 4 (four)-year degree in Architecture, Engineering, Construction, or related equivalent for construction observer. • Registration/accreditation with a professional organization related to Specialty Service. 	<ul style="list-style-type: none"> • 10 (ten) years of design experience • 5 (five) years of construction observation experience 	<ul style="list-style-type: none"> • In-house or independent. accredited testing lab • Confirm testing service capabilities 	<p>5 (five) projects:</p> <ul style="list-style-type: none"> • 3 (three) of the 5 (five) projects listed must be for a state or local government or higher education institution. • 3 (three) of the 5 (five) projects must include full time construction observation.
Building Envelope - Waterproofing	<ul style="list-style-type: none"> • MN Licensed Architect or MN Licensed Professional Engineer. • 4 (four)-year degree in Architecture, Engineering, Construction, or related equivalent for construction observer. 	<ul style="list-style-type: none"> • 10 (ten) years of design experience • 5 (five) years of construction observation 	<ul style="list-style-type: none"> • In-house or independent accredited testing lab. • Confirm testing service capabilities 	<p>5 (five) projects:</p> <ul style="list-style-type: none"> • 3 (three) of the 5 (five) projects listed must be for a state or local government or higher education institution. • 3 (three) of the 5 (five) projects must include full time construction observation.

Minimum FAC P/T MC Consultant Criteria

Specialty Services	Credentials of Key Personnel	Years of Experience	Laboratory or Testing Service	Firm Project Experience – Projects must be completed
	<ul style="list-style-type: none"> • Registration/accreditation with a professional organization related to specialty. 			
<p>Building Envelope - Windows and Curtain Walls</p>	<ul style="list-style-type: none"> • MN Licensed Architect or MN Licensed Professional Engineer. • 4 (four)-year degree in Architecture, Engineering, Construction, or related equivalent for construction observer. • Registration/accreditation with a professional organization related to Specialty Service. 	<ul style="list-style-type: none"> • 10 (ten) years of design experience • 5 (five) years of construction observation experience 	<ul style="list-style-type: none"> • In-house or independent AAMA (American Architectural Manufacturers Association) accredited testing lab • Confirm testing service capabilities 	<p>5 (five) projects:</p> <ul style="list-style-type: none"> • 3 (three) of the 5 (five) projects listed must be for a state or local government or higher education institution.
<p>Commissioning - Mechanical</p>	<p>MN Licensed Professional Engineer [Mechanical]</p>	<p>10 (ten) years</p>	<p>None.</p>	<p>3 (three) projects with a state or local government or higher education institution.</p>
<p>Engineering - Civil</p>	<p>MN Licensed Professional Engineer [Civil]</p>	<p>10 (ten) years</p>	<p>None.</p>	<p>3 (three) projects with a state or local government or higher education institution.</p>
<p>Engineering - Electrical</p>	<p>MN Licensed Professional Engineer [Electrical]</p>	<p>10 (ten) years</p>	<p>None.</p>	<p>3 (three) projects with a state or local government or higher education institution.</p>
<p>Engineering - Environmental</p>	<p>MN Licensed Professional Engineer [Environmental]</p>	<p>10 (ten) years</p>	<p>None.</p>	<p>3 (three) assessments for a state or local government or higher education since June 1, 2013. Municipal, corporate, or other relevant experience may be considered.</p>

Minimum FAC P/T MC Consultant Criteria

Specialty Services	Credentials of Key Personnel	Years of Experience	Laboratory or Testing Service	Firm Project Experience – Projects must be completed
Engineering - Fire Protection	MN Licensed Professional Engineer [Fire Protection] OR MN Licensed alarm and communication contractor	10 (ten) years	None.	3 (three) projects with a state or local government or higher education institution.
Engineering - Geotechnical	MN Licensed Professional Geologist OR MN Licensed Professional Engineer [Civil] OR MN Licensed Soil Scientist	10 (ten) years	Confirm sample testing service capabilities either by in-house individuals credentialed by NICET (National Institute for Certification in Engineering Technologies) or through an independent NIST NVLAP or other accredited testing lab	3 (three) projects.
Engineering - Mechanical	MN Licensed Professional Engineer [Mechanical]	10 (ten) years	None.	3 (three) projects with a state or local government or higher education institution.
Engineering - Structural	MN Licensed Professional Engineer [Structural]	10 (ten) years	None.	3 (three) projects with a state or local government or higher education institution.

Minimum FAC P/T MC Consultant Criteria

Specialty Services	Credentials of Key Personnel	Years of Experience	Laboratory or Testing Service	Firm Project Experience – Projects must be completed
Industrial Hygiene - Asbestos Abatement Design	Minnesota Department of Health (MDH) Certified Asbestos Inspector OR Certified Asbestos Management Planner OR Certified Project Designer.	5 (five) years	Confirm sample testing service capabilities either by in-house individuals credentialed by MDH or through an independent NIST (National Institute of Standards and Technology) NVLAP (National Voluntary Laboratory Accreditation Program) or AIHA (American Industrial Hygiene Association) accredited testing lab.	5 (five) projects since June 1, 2013 .
Industrial Hygiene - Air Monitoring	Minnesota Department of Health (MDH) Certified Asbestos Worker OR Certified Asbestos Site Supervisor.	5 (five) years	Confirm sample testing service capabilities either by in-house individuals credentialed by MDH or through an independent NIST NVLAP or AIHA accredited testing lab.	5 (five) projects since June 1, 2013 .

Minimum FAC P/T MC Consultant Criteria

Specialty Services	Credentials of Key Personnel	Years of Experience	Laboratory or Testing Service	Firm Project Experience – Projects must be completed
Industrial Hygiene - Indoor Air Quality	Certified Industrial Hygienist (CIH) by the American Board of Industrial Hygiene (ABIH)	5 (five) years	Confirm sample testing service capabilities either by in-house individuals credentialed by MDH or through an independent NIST NVLAP or AIHA accredited testing lab.	5 (five) projects since June 1, 2013.
Industrial Hygiene - Industrial Hygienist	Certified Industrial Hygienist (CIH) by the American Board of Industrial Hygiene (ABIH)	5 (five) years	Confirm sample testing service capabilities either by in-house individuals credentialed by MDH or through an independent NIST NVLAP or AIHA accredited testing lab.	5 (five) projects since June 1, 2013.
Industrial Hygiene - Lead Testing	Minnesota Department of Health Certified Lead Risk Assessor or Certified Lead Project Designer.	5 (five) years	Confirm sample testing service capabilities either by in-house individuals credentialed by MDH or through an independent NIST NVLAP or AIHA accredited testing lab.	5 (five) projects since June 1, 2013.

Minimum FAC P/T MC Consultant Criteria

Specialty Services	Credentials of Key Personnel	Years of Experience	Laboratory or Testing Service	Firm Project Experience – Projects must be completed
Inspections & Testing - Inspectors and Laboratories	Inspectors must indicate their International Code Council Certification(s).	10 (ten) years	Note accreditations such as AAMA, AASHTO Materials Reference Laboratory (AMRL) or CCRL or ARLA or U.S. Army Corps of Engineers (USACE).	5 (five) projects since June 1, 2013.
Interior Design	MN Certified Interior Designer	10 (ten) years	None.	3 (three) projects with a state or local government or higher education institution.
Land Surveyor	MN Licensed Land Surveyor	10 (ten) years	None	3 (three) surveys for a state or local government or higher education institution. Municipal, corporate, or other relevant experience may be considered.
Landscape Architectural Design	MN Licensed Landscape Architect	10 (ten) years	None	3 (three) projects with a state or local government or higher education institution.
Owner's Representative	None.	<ul style="list-style-type: none"> • 10 (ten) years of experience in related design or construction fields AND • 5 (five) years of experience as Owner's Representative or the equivalent of state 	None	3 (three) projects with a state or local government or higher education institution.

Minimum FAC P/T MC Consultant Criteria

Specialty Services	Credentials of Key Personnel	Years of Experience	Laboratory or Testing Service	Firm Project Experience – Projects must be completed
		agency/higher education work experience		
Appraisals	MN Licensed Appraiser	5 (five) years	None.	None.
Real Estate Broker	MN Licensed Real Estate Broker. <i>Certified Commercial Investment member (CCIM) preferred</i>	10 (ten) years	None.	None.
Technology - Audio and Visual	Certified Technology Specialist (CST) by Infocomm International or related equivalent	10 (ten) years	None.	3 (three) projects with a state or local government or higher education institution. Municipal, corporate, or other relevant design experience may be considered.
Technology - Information and Data Networks	Bachelor's Degree in Information Technology or Registered Communications Distribution Designer (RCDD) by BICSI or related equivalent	10 (ten) years	None.	3 (three) projects with a state or local government or higher education institution. Municipal, corporate, or other relevant design experience may be considered.
Technology - Telecommunications and Voice	Certified Telecommunications Network Specialist or iNARTE Telecommunications Engineer or CIPTS Certified IP Telecom Network Specialist or related equivalent	10 (ten) years	None.	3 (three) projects with a state or local government or higher education institution. Municipal, corporate, or other relevant design experience may be considered.

Minimum FAC P/T MC Consultant Criteria

Specialty Services	Credentials of Key Personnel	Years of Experience	Laboratory or Testing Service	Firm Project Experience – Projects must be completed
Planning – Utility Master Planning*	MN Licensed Professional Engineer [Mechanical]	10 (ten) years	None	3 (three) utility master plans for a unit of state or local government or higher education institution completed since January 1, 2009.
Planning – Higher Education Analyst*	None	10 (ten) years	None	3 (three) academic evaluations, audits, or analyses related to facilities or academic schedules for higher education institutions completed since January 1, 2014.

* New Specialty Service for 2019

ATTACHMENT 1

CERTIFICATION REGARDING LOBBYING
For Minnesota State Colleges & Universities
Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant Name

Name and Title of Official Signing for Consultant

By: _____
Signature of Official

Date

PUR015
1/30/01

ATTACHMENT 2
MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO CONTRACTORS
WORKFORCE CERTIFICATION OF COMPLIANCE

It is hereby agreed between the parties that Minnesota State will require that affirmative action requirements be met by contractors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600. Failure by a contractor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the contract (Minnesota Statutes §363A.36, subdivisions 3 and 4).

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over \$100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over \$100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for four (4) years. For additional information, contact the Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, MN 55155.

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$150.00 fee for each Certificate of Compliance issued. A business or firm must submit its affirmative action plan along with a cashier's check or money order in the amount of \$150.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, Freeman Building, 625 Robert Street North, Saint Paul MN 55155.

STATE OF MINNESOTA –WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

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

Name of Company: _____ Date _____
Authorized Signature: _____ Telephone number: _____
Printed Name: _____ Title: _____

For Assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/> TC Metro: 651-539-1095 Toll Free: 800-657-3704
Email: compliance.mdhr@state.mn.us TTY: 651-296-1283

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS
WORKFORCE CERTIFICATION OF COMPLIANCE**

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

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

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to Minnesota State that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 625 Robert Street North, Saint Paul MN 55155; Voice: 651-296-5663; Toll Free: 800-657-3704; TTY: 651-296-1283.

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

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

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

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

ATTACHMENT 3

MINNESOTA STATE COLLEGES AND UNIVERSITIES

AFFIDAVIT OF NON-COLLUSION

FACILITIES PROFESSIONAL/TECHNICAL CONSULTANT

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That all proposals covering MnSCU Project work pursuant to the Master Contract have been and will be arrived at by the Responder independently and submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in any MnSCU solicitation of proposals for Project work designed to limit independent quoting or competition;
3. That the contents of the Responder's response to any MnSCU solicitation of proposals has not been nor will be communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder or its surety on any bond furnished with the MnSCU solicitation of proposals for Project work and will not be communicated to any such person prior to the official opening of responses to the MnSCU solicitation of proposals for Project work.
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Consultant Name: _____

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

Notary Public

My commission expires _____, 20_____.

ATTACHMENT 4

Equal Pay Certificate

EXEMPT FROM EQUAL PAY CERTIFICATION

1. Have you employed more than 40 full-time employees within Minnesota or a state where the business has its primary place of business on a single working day during the previous 12 months?

YES

If your answer is "Yes", your response will be rejected unless your firm or business has an Equal Pay Certificate of Compliance issued by Minnesota Department of Human Rights at the time the responses to the RFQ are due.

NO

If your answer is "No", proceed to question 2.

EQUAL PAY CERTIFICATION

2. Please check one of the following statements:

YES, we have a current Equal Pay Certificate of Compliance that has been issued by Minnesota Department of Human Rights.

A copy of our certificate is included with our response to the RFQ.

NO, I certify that our firm is exempt and we have not employed more than 40 full-time employees on a single working day in one state during the previous 12 months.

Consultant Name

Name and Title of Official Signing for Consultant

By: _____
Signature of Official

Date

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
SYSTEM OFFICE**

**FACILITIES PROFESSIONAL OR TECHNICAL
CONSULTANT MASTER CONTRACT**

FOR ARCHITECTURAL, OWNER REPRESENTATIVE, REAL ESTATE, AND OTHER PROFESSIONAL OR TECHNICAL SERVICES.

THIS DOCUMENT ESTABLISHES THE TERMS AND CONDITIONS OF A MASTER CONTRACT BETWEEN A MINNESOTA STATE COLLEGE OR UNIVERSITY, OR THE MINNESOTA STATE SYSTEM OFFICE AND THE NAMED CONSULTANT.

ANY CONTRACT FOR SERVICES SHALL, WHEN COMPLETED, CONSIST OF THIS EXECUTED DOCUMENT, AMENDMENTS, ATTACHMENTS, SUPPLEMENTS THERETO AND A PROJECT SPECIFIC PURCHASE ORDER DESCRIBED HEREIN SPECIFYING THE PRECISE NATURE OF THE WORK, THE TIMING AND TERMS OF THE WORK, AND THE COMPENSATION FOR THE WORK.

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, (hereinafter Minnesota State), and

*[Insert CONSULTANT legal name
Insert CONSULTANT DBA if applicable
Insert CONSULTANT Street address
Insert CONSULTANT City, State, Zip]*

an independent consultant, not an employee of the State of Minnesota (hereinafter CONSULTANT).

WHEREAS, Minnesota State, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, Minnesota State is in need of professional/technical services, and

WHEREAS, the CONSULTANT represents it is duly qualified and willing to perform the services set forth in this contract and

NOW, THEREFORE, it is agreed:

- 1. TERM OF CONTRACT.** This contract is effective on **May 1, 2019** or upon the date the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until **April 30, 2024** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONSULTANT understands that no work should begin under this contract until all required signatures have been obtained, a duly authorized and executed purchase order has been issued for a specific project and the CONSULTANT is notified to begin work by Minnesota State's authorized representative.

2. CONSULTANT'S DUTIES. The CONSULTANT will:

Perform services of the nature disclosed in the CONSULTANT'S Facilities Professional or Technical Consultant Master Contract when selected by Minnesota State authorized representative for a specific project. For each specific project, Minnesota State shall provide the selected CONSULTANT with an Exhibit(s) that contains the precise duties and deliverables. The Exhibit(s) will contain the project description (title, location/address and scope of work) and project specific requirements, deliverables and conditions at the time of solicitation. The CONSULTANT will perform the duties as specified in project specific Exhibit(s), which is attached and incorporated into this contract. Following selection by Minnesota State of a CONSULTANT for a specific project, Minnesota State shall provide a Purchase Order(s), which will formally authorize the CONSULTANT to proceed with the work. Minnesota State's Facilities Professional or Technical Consultant-Attachment A, Approved Specialty Services is incorporated in this Agreement by reference to establish the general nature and scope of the services specified by the CONSULTANT that it is willing and able to provide.

CONSULTANT shall notify Minnesota State of any changes in the CONSULTANT'S ability to meet the minimum criteria as set forth in the Request for Qualifications dated **January 7, 2019**, within five (5) business days.

All work must be completed prior to expiration of the Facilities Professional or Technical Consultant Master Contract. The CONSULTANT shall adhere to the Facilities Professional or Technical Consultant Master Contract expiration date.

CONSULTANT understands and agrees that the Facilities Professional or Technical Consultant Master Contract is not a guarantee of work, nor a guarantee of minimum compensation. Minnesota State has determined that it may have a need for the services under the Facilities Professional or Technical Consultant Master Contract, but does not commit to issuing purchase orders or spending any money for services provided by the CONSULTANT.

3. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed and goods or materials supplied by the CONSULTANT pursuant to this contract shall be paid by Minnesota State as follows:

i. Compensation:

For a Not to Exceed amount for all compensation and reimbursement to the CONSULTANT, which shall be determined at the time of the specific project and specified in the Purchase Order(s).

ii. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONSULTANT performance of this contract shall be included in the CONSULTANT'S fee proposal. The CONSULTANT shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from Minnesota State's authorized representative.

Reimbursement for fees paid for securing approval of authorities having jurisdiction and Minnesota State's requested printing, reproductions,

renderings, models and presentation materials shall be as provided by and agreed to in the Purchase Order(s).

b. Terms of Payment.

- i. Payment shall be made by Minnesota State promptly after the CONSULTANT'S presentation of invoices for services performed and acceptance of such services by Minnesota State's authorized representative. All services provided by the CONSULTANT pursuant to this contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONSULTANT shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONSULTANT according to the following schedule:

MONTHLY

- ii. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, Minnesota State is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). Minnesota State will withhold all required taxes unless and until CONSULTANT submits documentation required by the Internal Revenue Service indicating that CONSULTANT is a resident of a country with tax treaty benefits. Minnesota State makes no representations regarding whether or to what extent tax treaty benefits are available to CONSULTANT. To the extent that Minnesota State does not withhold these taxes for any reason, CONSULTANT agrees to indemnify and hold Minnesota State harmless for any taxes owed and any interest or penalties assessed.

4. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative. Minnesota State's authorized representative for the purposes of administration of this contract is Heidi Myers, Director, Design and Construction.

The authorized representative for specific projects at a College or University is the campus Project Manager to be determined at the time of the specific project, and identified in the Purchase Order(s). Such representative shall have final authority for acceptance of the CONSULTANT'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.

5. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the CONSULTANT. In the event of such a cancellation, the CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. Minnesota State may immediately terminate a Purchase Order, if it does not obtain funding from the Minnesota Legislature or other

funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONSULTANT within a reasonable time of Minnesota State receiving notice that sufficient funding is not available. Minnesota State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONSULTANT will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. Minnesota State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONSULTANT shall neither assign nor transfer any rights or obligations under Facilities Professional or Technical Consultant Master Contract without the prior written consent of Minnesota State.
7. **LIABILITY.** In the performance of this contract by CONSULTANT, or CONSULTANT'S agents or employees, the CONSULTANT must indemnify, save, and hold harmless Minnesota State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by Minnesota State, to the extent caused by the CONSULTANT's:
 1. Intentional, willful, or negligent acts or omissions; or
 2. Actions that give rise to strict liability; or
 3. Breach of contract or warrant.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of Minnesota State's sole negligence.

This clause shall not be construed to bar any legal remedies the CONSULTANT may have for Minnesota State's failure to fulfill its obligations pursuant to this contract.

8. **WORKERS' COMPENSATION.** The CONSULTANT certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONSULTANT'S employees and agents will not be considered Minnesota State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way Minnesota State's obligation or responsibility.
9. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONSULTANT or its employees individually or jointly with others, or any subcontractors shall identify Minnesota State as the sponsoring agency and shall not be released prior to receiving the approval of Minnesota State's authorized representative.

10. **MINNESOTA STATUTES §181.59.**

The Contractor will comply with the provisions of Minnesota Statutes §181.59 which require:

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 or 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.

11. DATA DISCLOSURE.

- a. As a condition of this contract, CONSULTANT 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 CONSULTANT to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.
- b. Independent Contractors. Minn. Stat. §256.998 requires Minnesota State to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this 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.

12. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONSULTANT and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONSULTANT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONSULTANT or Minnesota State.

In the event the CONSULTANT receives a request to release the data referred to in this clause, the CONSULTANT must immediately notify Minnesota State. Minnesota State will give the CONSULTANT instructions concerning the release of the data to the requesting party before the data is released.

13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- a. Minnesota State shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to Minnesota State all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of Minnesota State, execute all papers and perform all other acts necessary to assist Minnesota State to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to Minnesota State by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of Minnesota State's authorized representative.

- b. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, Minnesota State at the CONTRACTOR'S expense from any action or claim brought against Minnesota State to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or Minnesota State's opinion is likely to arise, the CONTRACTOR shall, at Minnesota State's discretion, either procure for Minnesota State the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- 14. ANTITRUST.** The CONSULTANT hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- 15. JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

- 16. AMENDMENTS.** Any amendments to Facilities Professional or Technical Consultant Master Contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- 17. STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONSULTANT relevant to this contract shall be subject to examination by Minnesota State and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- 18. SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.
- 19. AFFIRMATIVE ACTION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.**

Minnesota State intends to carry out its responsibility for requiring affirmative action by its CONSULTANTS.

- a. Covered Contracts and Contractors. If the contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the CONTRACTOR must comply with the requirements of Minnesota Statutes §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statutes §363A.36 because it employed more than forty (40) full-time employees in another state and the CONTRACTOR does not have a Certificate of Compliance, said CONTRACTOR must certify that it is in compliance with federal affirmative action requirements.
- b. Minnesota Statutes §363A.36. Minnesota Statutes §363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minnesota R. 5000.3400-5000.3600.
 - i. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statutes §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R.

5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

- ii. Disabled Workers. The CONSULTANT must comply with the following affirmative action requirements for disabled workers.
 - A. The CONSULTANT must 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 CONSULTANT agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon 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 for training, including apprenticeship.
 - B. The CONSULTANT agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - C. In the event of the CONSULTANT'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - D. The CONSULTANT 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 must state the CONSULTANT'S 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 CONSULTANT must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONSULTANT 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 persons.
- iii. Consequences; The consequences for the CONSULTANT'S failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or Minnesota State.

- iv. Certification. The CONSULTANT hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

20. EQUAL PAY CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$500,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRIMARY PLACE OF BUSINESS.

Minnesota State intends to carry out its responsibility for requiring equal pay by its CONSULTANTS.

- a. Covered Contracts and Contractors. If the amount of this contract is in excess of \$500,000.00 and the CONSULTANT has 40 or more full-time employees in Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, the CONSULTANT must comply with the requirements of Minnesota Statutes §363A.44 prior to contract execution. CONSULTANT must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to CONTRACT execution. CONSULTANT 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. A certificate is valid for four years.
 - i. Consequences. The consequences for the CONSULTANT’S failure to secure and comply with Minnesota Statutes §363A.44 or make a good faith effort to do so, include but are not limited to, suspension or revocation of a certificate of Compliance by the COMMISSIONER, and termination of all or part of this contract by the COMMISSIONER or Minnesota State.
 - ii. Certification. The CONSULTANT hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.44 and applicable rules and regulations and is aware of the consequences for noncompliance.

21. ENTIRE AGREEMENT. This Contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This Contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.

22. INSURANCE: At the time that a CONSULTANT signs the Facilities Professional or Technical Consultant Master Contract, it shall have in effect insurance as specified below, which shall be reflected in Certificates of Insurance to be provided to the selecting Minnesota State campus or system office before the purchase order(s) for the specific project work is executed.

- A. **Workers’ Compensation Insurance:** Except as provided below, CONSULTANT is required to maintain and must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, CONSULTANT will require the subconsultant to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts CONSULTANT from Workers' Compensation insurance or if the CONSULTANT has no employees in the State of Minnesota, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements.

If during the course of the contract the CONSULTANT becomes eligible for Workers' Compensation, the CONSULTANT must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

- B. **Commercial General Liability Insurance:** CONSULTANT is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the CONSULTANT or by a subconsultant or by anyone directly or indirectly employed by the CONSULTANT under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

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

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, named as an Additional Insured, to the extent permitted by law

- C. **Commercial Automobile Liability Insurance:** CONSULTANT is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the CONSULTANT will require the subconsultant to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

D. Professional Liability Insurance:

The CONSULTANT is required to maintain professional liability insurance covering negligent acts, errors or omissions, arising out of performance of, or the failure to perform, any services included in this contract. Additionally, the CONSULTANT shall require its consultants and their sub-consultants, if any, to maintain applicable professional liability insurance. Unless otherwise specified, the minimum amounts for such insurance shall be as follows:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and CONSULTANT 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 CONSULTANT to fulfill this requirement.

E. Additional Insurance Conditions:

- CONSULTANT'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 CONSULTANT's performance under this contract;
- If CONSULTANT receives a cancellation notice from an insurance carrier affording coverage herein, CONSULTANT agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice, unless CONSULTANT'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;
- CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles;
- If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached;

- CONSULTANT’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability insurance above;
 - CONSULTANT 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 CONSULTANT’s policy limits to satisfy the full policy limits required by the Contract.
- F. MINNESOTA STATE System Office reserves the right to immediately terminate the contract if the CONSULTANT is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the CONSULTANT. All insurance policies must be available for inspection by the MINNESOTA STATE System Office and copies of policies must be submitted to the MINNESOTA STATE System Office's authorized representative upon written request.

Paragraph 22 of this Master Contract establishes minimum insurance requirements. It is the sole responsibility of the CONSULTANT to determine the need for, and to procure, additional insurance that may be needed in connection with this Master Contract and any Purchase Order associated with it for any specific Project performed by the CONSULTANT.

23. OTHER PROVISIONS:

- A. The CONSULTANT who produces or provides a design, whether or not a member of a profession licensed by the State of Minnesota or any other state, shall perform its services in compliance with all applicable ordinances, statutes, regulation and codes and the Minnesota State Design Standards that may exist as of the date of any Purchase Order. The CONSULTANT shall at appropriate times, contact the governmental authorities required to approve the MATERIALS and shall respond to applicable design requirements imposed by such governmental authorities.
- B. The CONSULTANT who produces or provides a design, whether or not a member of a profession licensed by the State of Minnesota or any other state, shall maintain records relative to the MATERIALS. Upon completion of the CONSULTANT’S duties, the CONSULTANT shall prepare and deliver to Minnesota State’s Authorized Representative one set of record MATERIALS, which have incorporated revisions and field changes in the project, in a print set and in an electronic format acceptable to the Minnesota State Authorized Representative.
- C. Attachments: The following attachment(s) are hereby incorporated into the agreement;
- Attachment A, Approved Specialty Services
 - Exhibit(s) for each specific project
- D. The CONSULTANT is responsible to ensure that the information submitted in the Firm Registration in response to the RFQ is accurate and current. If the CONSULTANT wishes to add a Specialty Service, then

a contract amendment is required. Additions to the CONSULTANT's Approved Specialty Services will occur annually after a new RFQ is posted. Other changes, such as changes to the Firm Registration or removing a Specialty Service, should be sent to the system office notification at FACPTMC@minnstate.edu.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby APPROVED:

1. CONSULTANT:

CONSULTANT certifies that the appropriate person(s) have executed the contract on behalf of CONSULTANT as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)
Title
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES
SYSTEM OFFICE:**

By (authorized signature and printed name)
Title System Director, Design and Construction
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

ATTACHMENT A-2019

APPROVED SPECIALTY SERVICES

TO: **Insert Legal Name**

Insert DBA Name

Primary Contact Name, Primary Contact Title

In response to your submittal from the January 7, 2019 Request for Qualifications for Facilities Professional/Technical Consultants Master Contract, you are approved for the following Specialties:

Architecture:

- Architectural Design
- Comprehensive Facility Planning
- Predesign
- Wayfinding

Building Envelope:

- Exterior Wall
- Roofing
- Waterproofing
- Windows and Curtain Walls

- Commissioning (Mechanical)

Engineering:

- Civil Engineering
- Electrical Engineering
- Environmental Engineering
- Fire Protection Engineering
- Geotechnical Engineering
- Mechanical Engineering
- Structural Engineering

Planning:

- Utility Master Planning
- Higher Education Analyst

Industrial Hygiene:

- Asbestos Abatement Design
- Air Monitoring
- Indoor Air Quality
- Industrial Hygienist
- Lead Testing

- Inspectors and Laboratories

- Interior Design

- Land Surveyor

- Landscape Architectural Design

- Owner's Representative

Real Estate:

- Appraisals
- Real Estate Broker

Technology:

- Audio and Visual
- Information and Data Networks
- Telecommunications and Voice

If you need to remove Service Specialties, send your request to FACPTMC@minnstate.edu.

If you need to add Service Specialties, an amendment to the Facilities Professional/Technical Consultant Master Contract is required. Added Specialties must meet all of the original requirements of the RFQ noted above.

If you have questions, please contact Heidi Myers, System Director, Design and Construction at (651-201-1773) or at Heidi.myers@minnstate.edu.

**CERTIFICATE LIABILITY INSURANCE
PROFESSIONAL/TECHNICAL CONTRACTS**

DATE (MM/DD/YY)
Date Cert.
Typed

PRODUCER

Agent/Broker Name & Address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Contractor/Vendor Name & Address

INSURER A: Name of Insurance Company

INSURER B: " " "

INSURER C: " " "

INSURER D: " " "

INSURER E: " " "

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input type="checkbox"/> DEDUCTIBLE BI AND/OR PD GENERAL AGGREGATE APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Effective date of policy 02/11/2019 or earlier	Expiration date of policy 02/12/2019 or later	EACH OCCURENCE	\$2,000,000
				FIRE DAMAGE (Any)		
				MED EXP (Any one)		
				PERSONAL &	\$2,000,000	
				GENERAL PRODUCTS-	\$2,000,000	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> * CA 99 48 Endorsement <input checked="" type="checkbox"/> * MCS-90 Endorsement	Policy Number	Effective date of policy	Expiration date of policy	COMBINED SINGLE (Ea accident)	\$2,000,000
				BODILY INJURY (Per person)	\$	
				BODILY INJURY (Per accident)	\$	
				PROPERTY DAMAGE (Per accident)	\$	
				EACH OCCURRENCE	\$ **	
C	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number <i>(**Excess/Umbrella may be used to supplement the GL & Auto limits, to satisfy policy</i>	Effective date of policy	Expiration date of policy	AGGREGATE	\$ **
					\$	
					\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number	Effective date of policy	Expiration date of policy	<input checked="" type="checkbox"/> WC STATU-ORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$100,000
					E.L. DISEASE-EA	\$100,000
					E.L. DISEASE - POLICY	\$500,000
E	OTHER Professional Liability (applicable if design services provided)	Policy Number	Effective date of policy	Expiration date of policy	EACH OCCURENCE	\$2,000,000
					AGGRGATE	\$2,000,000 <i>Note deductible amount</i>

NOT REQUIRED FOR EVALUATION

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- Board of Trustees of Minnesota State Colleges and Universities and its officers and members are named as an Additional Insured to the extent permitted by law, on a primary and non-contributory basis for both ongoing and completed operations under Commercial General Liability, Umbrella or Excess Liability, and *Pollution Liability.
- Insurance companies waive any rights to assert the immunity of the state as a defense.
- A waiver of subrogation applies in favor of the certificate holder on all policies listed above.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Name of College, University or Minnesota State system office	Street Address	SHOULD ANY OF THE ABOVE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City, State, & Zip Code	See solicitation (RFB, RFQ or RFP) for name & address	AUTHORIZED REPRESENTATIVE NOT REQUIRED FOR EVALUATION



REQUEST FOR PROPOSAL

[INSERT SERVICE]

Facilities P/T MASTER CONTRACT

Owner: **[INSTITUTION]**
[CAMPUS]

[STREET ADDRESS]
[CITY, STATE, ZIP]

Contact: **[NAME, TITLE of PROJECT MANAGER]**
[EMAIL ADDRESS]
[TELEPHONE NUMBER]

Project Name: **[INSERT NAME OF PROJECT]**

Address: **[INSERT PROJECT ADDRESS]**
[LOCATION]

Size: **##,### SQFT Addition**
##,### SQFT Renovation

This Request for Proposal (RFP) format is for use **only** when soliciting firms with a Facilities Professional/Technical Consultant Master Contract. The **TERMS** for this RFP are incorporated by reference and are located in the Project Management eManual Documents for Vendors site at http://www.minnstate.edu/system/finance/facilities/design-construction/pm_emanual/index.html
FPT.26 TERMS. This Request for Proposal incorporates by attachment the EXHIBIT—SCOPE OF SERVICES for the named project.

1. Nature of RFP

The Minnesota State Board of Trustees, on behalf of **[INSERT INSTITUTION]** hereafter referred to as the “Owner”, is soliciting proposals from interested, qualified consultants, and intends to retain a professional consulting firm to provide **[INSERT SERVICE]** to assist with the design and/or construction coordination of the described facilities improvement(s), hereafter referred to as the “Project”.

2. Purpose of RFP

The purpose of the RFP is to evaluate and select a **[INSERT SERVICE]** for the project. **[INSERT SERVICE]** services shall be provided more specifically as described in this RFP and also as referenced in:

- State of Minnesota, Minnesota State System Office, Facilities Professional or Technical Consultant Master Contract
- **AIA Document A201-2017, General Conditions of the Contract for Construction as modified by the Owner**
- The Attached Exhibit – Scope of Services for the named project.

3. Project Description

[INSERT A BRIEF PROJECT DESCRIPTION, LIST SPACES OR AREAS IMPACTED, NOTE THE USER GROUPS INVOLVED, DESCRIBE BUILDING SYSTEMS THAT MAY BE INVOLVED, AND DESCRIBE THE INTENT OF THE FINAL PRODUCT.]

Example: The purpose of this RFP is to provide Ridgewater College with a Pre Design, followed by full Design and CA services for replacement of a 200 Ton Chiller unit. Explore possible energy saving ideas including expanding the scope to include eliminating a roof top DX cooling unit and connecting that area to the main chiller system. We want to know the feasibility of the project, the estimated cost and the estimated time to order and complete the project prior to authorizing design.

4. Estimated Project Budget and Fees:

Estimated Construction Cost is: **\$300,000.00**
Estimated Fee Range Is: **[8.0 – 8.5%]**

5. Project Informational Meeting:

[MANDATORY] or [VOLUNTARY] or [NONE]
[INSERT DATE] at [INSERT TIME]
[INSERT ROOM]
[INSERT CAMPUS]
[INSERT ADDRESS]

6. Project Schedule:

Design and Construction milestone dates*

Schematic Design	[INSERT DATE]
Design Development	[INSERT DATE]
Construction Documents	[INSERT DATE]
Bidding and Award	[INSERT DATE]
Construction Start	[INSERT DATE]
Substantial Completion	[INSERT DATE]

*** A milestone is achieved upon Owner approval.**

7. Selection and Implementation Timeline:

<u>Date and Time</u>	<u>Event</u>
[INSERT]	Issue RFP
[INSERT]	Informational Meeting
[INSERT]	PROPOSALS DUE
[INSERT]	Interviews* (optional)
[INSERT]	Anticipated PO Execution

*** Campus may select based solely on RESPONSE.**

8. Proposal Contents and Selection Criteria:

A. PASS /FAIL REQUIREMENTS

- 1) Response submitted on time.
- 2) **Attended mandatory meeting**

B. PROPOSED TEAM – 20 points.

List members assigned to project.

C. TEAM EXPERIENCE - 20 points.

Provide three examples of projects similar in size and scope.

D. PROJECT APPROACH - 25 points.

Identify key project risks and challenges and propose how to address them.

E. FEE - 25 points.

Provide a lump sum fee for all basic and supplemental services.

F. PREFERENCES - (extra points)

9. RFP Submission:

Proposals are DUE: **[INSERT DATE AND TIME]**

Institution: **[INSERT]**

Name, Title: **[INSERT]**

Mailing Address: **[INSERT]**

Room Number: **[INSERT]**

- **Submit [#] hard copies and ONE electronic PDF * response on flash drive.**
- **CONSULTANTS must use the RESPONSE FORM provided by Minnesota State.**
- The campus must receive a hard copy of the response by the Proposal Due Date and Time in order to be considered.

***The electronic pdf response may be emailed.**

10. Owner's Rights

Minnesota State reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice or addendum of the change(s) on [<http://www.minnstate.edu/vendors/index.html>]. For this RFP, posting on this web site constitutes written notification to each CONSULTANT. CONSULTANTS should check the site daily and are expected to review information on the site carefully before submitting a final proposal. Consultants must acknowledge any addendum when submitting a proposal.



EXHIBIT – SCOPE OF SERVICES

[INSERT SERVICE]

Facilities P/T MASTER CONTRACT

Owner: **[INSTITUTION]**
[CAMPUS]

[STREET ADDRESS]
[CITY, STATE, ZIP]

Project Name: **[INSERT NAME OF PROJECT]**

Address: **[INSERT PROJECT ADDRESS]**
[LOCATION]

Contact: **[NAME, TITLE of PROJECT MANAGER]**
[EMAIL ADDRESS]
[TELEPHONE NUMBER]

Size: **##,### SQFT Addition**
##,### SQFT Renovation

*This EXHIBIT—Scope of Services format is for use in when issuing a request for proposal and for executing a purchase order with firms with a Facilities Professional/Technical Consultant Master Contract. **This EXHIBIT—SCOPE of SERVICES Form is incorporated by attachment to the Request for Proposal for the named service and project.** An EXHIBIT is a required attachment to any PURCHASE ORDER executed under the State of Minnesota, Minnesota State System Office, Facilities Professional Technical/Consultant Master Contract.*

1. Compliance

Project shall comply with the following:

- Minnesota State Facility Design Standards
- All state and local codes
- Use e-Builder for workflows and document management
- Item
- Item

2. Description of General Responsibilities

**[INSERT A BRIEF NARRATIVE OR DESCRIPTION OF GENERAL RESPONSIBILITIES.
REFER TO THE FAC P/T MC REQUEST FOR QUALIFICATIONS FOR SUGGESTIONS]**

3. Deliverables

[CHECK ALL THAT APPLY]

General

- Project scope verification
- Studies and Reports
- Test Results
- Project status updates

Design

- Drawings for each phase
- Specifications for each phase
- Cost Estimate for each phase
- Schedule updates

Construction

- Field observations and reports
- Meeting minutes
- Submittals

Close-out

- Record Drawings
- Commission details
- O&M Manuals
- Warranty Details

4. Required Tasks

[LIST SPECIFIC REQUIRED TASKS. REFER TO THE FAC P/T MC REQUEST FOR QUALIFICATIONS FOR SUGGESTIONS]

Predesign

-
-
-

Schematic Design

-
-
-

Design development

-
-
-

Construction Documents

-
-
-

Bidding and Award

-
-

Construction Administration

-
-
-

Project Close-Out

-
-
-

5. Supplemental Service

[INSERT A LIST OF SUPPLEMENTAL SERVICES THAT THE CONSULTANT SHOULD ITEMIZE SEPARATELY. THESE ARE IN ADDITION TO THE LUMP SUM FEE]

Examples include: Renderings, Movies, Presentations, Energy Modeling, Furniture and Equipment Specifications, Signage design, BIM model with Level of Development, Space Utilization Analysis,



[INSERT SERVICE]

Facilities P/T
MASTER CONTRACT

CONSULTANT: [NAME, TITLE] [DIRECT TELEPHONE] [EMAIL ADDRESS]	FIRM: [FIRM NAME] [STREET ADDRESS, CITY, STATE, ZIP] [BUSINESS MAIN TELEPHONE]
--	--

Owner: [INSTITUTION] [CAMPUS] [STREET ADDRESS] [CITY, STATE, ZIP]	Project Name: [INSERT NAME OF PROJECT]
Contact: [NAME, TITLE] [EMAIL ADDRESS] [TELEPHONE NUMBER]	Address: [INSERT PROJECT ADDRESS] [LOCATION]
	Size: ##,### SQFT Addition ##,### SQFT Renovation

This **RFP Consultant Response** form is for use by firms with a Facilities Professional/Technical Consultant Master Contract when responding to a request for proposal. The **TERMS** for the RFP are located in the Project Management eManual Documents for Vendors site at http://www.minnstate.edu/system/finance/facilities/design-construction/pm_emanual/index.html **FPT.26**. This RFP Consultant Response form incorporates by attachment the **EXHIBIT—SCOPE OF SERVICES** for the named project.

1. Acknowledgements:
Acknowledge receipt of **[INSERT NUMBER]** addenda.
We **[AGREE TO]** or **[PROPOSE THE ATTACHED ALTERNATIVE SCHEDULE]** the Owner’s Design and Construction milestones.

8B. PROPOSED TEAM —20 points. List members assigned to the project:

1. Name, title. Credentials. Role on project.
Years of experience.
2. Name, title. Credentials. Role on project.
Years of experience.
3. Name, title. Credentials. Role on project.
Years of experience.
4. Name, title. Credentials. Role on project.
Years of experience.

8C. TEAM EXPERIENCE —35 points. Provide three examples of projects similar in size and scope. Attach additional sheets if necessary.

1. Name or project. Owner. Year completed. Size. Cost of Construction.
2. Name or project. Owner. Year completed. Size. Cost of Construction.
3. Name or project. Owner. Year completed. Size. Cost of Construction.

8D. PROJECT APPROACH —25 points. Identify key project risks and challenges and propose how to address them.

8E. FEE —25 points. Provide a lump sum fee for all basic and supplemental services.

Lump Sum Fee: ***[\$ INSERT AMOUNT]***

Supplemental Services:

- ***[INSERT ITEM] [\$INSERT AMOUNT]***
- ***[INSERT ITEM] [\$INSERT AMOUNT]***

TOTAL FEE: ***[\$INSERT AMOUNT]***

8F. Preferences – (extra points). Check all that apply and provide documentation.

- Targeted Group Economically Disadvantage Veteran Owned

Signature of Consultant

1. Proposal contents are accurate to the best knowledge of the undersigned.
2. The firm is committed to entering into the work promptly.
3. The undersigned has read and agrees to the terms of Facilities Professional/Technical Consultant Master Contract.

Signature

Date

Signature of Owner

[INSERT INSTITUTION]

[INSERT Printed Name and Title]

Printed Name and Title

Signature

Date