REQUEST FOR PROPOSAL (RFP)

FOR

PREDESIGN SERVICES FOR

Nemzek Hall at Minnesota State University Moorhead

This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Minnesota State University Moorhead to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on https://www.minnstate.edu/vendors/index.html. For this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.
Executive Summary:
Minnesota State University Moorhead is seeking the services of a consulting team to develop a predesign for Nemzek Hall. Minnesota State University Moorhead is a member of the Minnesota State system, serving the Northwest region of the state. As a 4-year University located in Moorhead, Minnesota, the institution offers approximately 5,500 students annually a wide range of education opportunities to enhance personal growth and community vitality.

Campus and project description:

Nemzek Hall is a 154,000 sf, multi-use facility and is home to MSUM’s Health and Physical Education department, NCAA Varsity Athletic programs, campus intramurals and club sports programs. The facility serves as a major venue in the local community and partners with Moorhead Public Schools, the City of Moorhead and the Fargo-Moorhead-West Fargo Chamber of Commerce in hosting several significant community events. The facility also serves an emergency management role when necessary with the MN Department of Health as a receiving storage site (RSS) and with the Clay County Public Health as a point of dispensary (POD).

Built in 1958 with major additions in 1971 and 1985, Nemzek Hall no longer meets the flexible, multi-use needs of today. The building suffers from $15M in deferred maintenance, outdated and inefficient building systems, code deficiencies, and poor utilization due to the inflexibility and space constraints of the facility.

The renovation of Nemzek Hall aligns with the University’s Campus Comprehensive Facilities Plans from both 2010 and 2016. MSUM is currently in the initial stages of updating its Comprehensive Facilities plan for 2021, which we anticipate will also support the prioritization of the Nemzek project. A campus project evaluation team determined the Nemzek renovation is in full compliance with the strategic priorities for both the University and Minnesota State.

Project considerations:

Classrooms should be flexible and contemporary to support the University’s strategic priority of providing distinctive academic experiences to our students. The HPE Department is a successful and growing department and currently ranks second in the University for profitability behind the much larger School of Teaching and Learning.

Lab spaces should be attractive, flexible and more visible to foster community outreach and business partnerships in support of the University’s strategic priority of being indispensable to the social, cultural and economic advancement of Moorhead and the surrounding communities.
Building systems should be updated to stabilize the building envelope, increase overall energy efficiency and meet current building code requirements and sustainability guidelines. There is considerable building envelope deterioration and potential for mold at the current swimming pool enclosure, likely because of inadequate ventilation and dehumidification.

Outdated mechanical, HVAC and plumbing systems should be replaced, along with equipment and controls to maximize their energy efficient potential. Currently, locker rooms, the wrestling room, training rooms, the weight room and the fieldhouse all lack appropriate ventilation for their use, making them uncomfortable and unpleasant, while also raising potential health concerns.

ADA compliance will need to be addressed, notably in the fieldhouse and locker rooms areas.

The project should ensure compliance with Title IX requirements, including equivalent opportunities for performance and practice spaces, support spaces (locker rooms, storage and training rooms) and meeting spaces.

Other items for consideration:

Athletic programs and activities would need to be ongoing during the construction process.

Alternate funding options in addition to FY 2022 GO bond funds are being reviewed. Cost estimates will be needed for further consideration.

Campus website: [www.mnstate.edu](http://www.mnstate.edu)

A predesign is required to support future capital bonding requests to the Legislature. It defines project scope, cost, and schedule and clearly validates project alignment with the campus’s Academic Master Plan and Comprehensive Facilities Plan.

Minnesota State is the third-largest system of higher education in the United States. It comprises 37 two-year and four-year state colleges and universities with 54 campuses located in 46 Minnesota communities. The system serves approximately 350,000 students annually in credit-based courses, an additional 130,000 students in non-credit courses, and produces more than 38,000 graduates each year. For more information about Minnesota State Colleges and Universities, please visit [www.MinnState.edu](http://www.MinnState.edu).

Proposals must be submitted via email or online file sharing service no later than 1:00 pm on June 9, 2020.

The primary campus contact for this project is:
Brenda Norris  
Executive Director of Facilities Management  
Minnesota State University Moorhead

Email an electronic (pdf) copy to Brenda.norris@mnstate.edu and to Michelle Gerner (michelle.gerner@minnstate.edu). All email submittals received prior to the submittal deadline will receive an email acknowledgement of receipt prior to the deadline.

All questions regarding this Request for Proposal must be addressed to the Minnesota State University Moorhead contact listed above. All questions must be submitted no later than June 1, 2020.

Proposals received after 1:00 pm on June 9, 2020 will not be accepted. Proposals must be clearly indicated in the Subject line of the email: Minnesota State University Moorhead Predesign for Nemzek Hall.

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

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

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

1. **Protect and modernize academic and student support spaces:** Uphold our collective stewardship responsibilities by focusing capital investments on maintaining, repairing, reshaping and updating existing campus classroom, laboratory, and student support space to meet and enhance core academic missions of our colleges and universities. Quality facilities directly impact the recruitment, retention, and the success of students, faculty, and staff. Minnesota State’s top capital investment priority is preserving the system’s facilities, which ensures faculty and students have safe, secure, compliant, and inspiring environments in which to teach and learn, and reduces the impact campus buildings have on operating budgets and the environment.
2. **Facilitate fulfilling the vision of Equity 2030:** Prioritize facility improvements that support student success at Minnesota State colleges and universities. These improvements will support Minnesota State’s ongoing efforts to provide inclusive educational opportunities, grow programs, and improve campus climate and culture.

3. **Energy efficiency and renewable energy infrastructure:** Reduce the long term impact on campus operating budgets and the environment by eliminating obsolete space, creating flexible and adaptable spaces, prioritizing sustainable and efficient construction and operating practices, and utilizing renewable energy systems where practicable.

4. **Additional square footage in rare cases only:** Maximize utilization and potential of existing facility spaces through renovation and retrofit before adding new square footage; additional space that would expand the campus footprint should be considered only in unique situations where options for reutilization or replacement of existing space have been exhausted.

5. **Value Partnerships:** Recognize the value and opportunity presented by regional partnerships and interconnectedness among Minnesota State colleges and universities, their workforce partners and the communities they serve. Leverage community and regional partner support and financial contributions to expand impact of state resources.

6. **Seek funding for college and university priorities:** Seek funding for the capital investment priorities expressed by presidents to meet the most urgent needs of their colleges and universities. Prioritize asset preservation and investments to build upon work enabled by the 2020 and 2021 legislative sessions. Anticipate a chancellor’s recommendation for the 2022 capital budget request from the State of Minnesota on the order of $350 million, to support the substantial amount of construction funding needed to complete projects’ planning and design efforts from the board’s 2020 request and address new and emerging priorities. Revenue Fund bond sales to be based on college and university priorities and the financial viability of individual projects.

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

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

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

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

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

- For some projects, additional analysis is required to confirm the overall scope where infrastructure, existing conditions, or phasing of options present additional challenges. This analysis will be part of the predesign project.

- Ensure that the project proposed aligns with the campus’s current comprehensive facilities plan.

- Compile and analyze data from previous studies and plans to ensure a consistent plan for Minnesota State University Moorhead (e.g. space utilization, deferred maintenance analysis, facilities condition index (FCI), academic plan, security plan,
energy management improvement, technology plan, and transportation/parking studies). Note how the consultant will perform this work in conjunction with the campus. **Assessment of existing facilities condition and building systems must include in-person site surveys by the appropriate consultant(s).**

- Work with the campus’s Predesign Taskforce and other campus personnel to develop a predesign that addresses academic and facilities needs while aligning with the principles established in the core commitments of the Minnesota State Strategic Framework as well as the ‘Charting the Future’ report adopted by the Board of Trustees. The work outlined in the predesign must comply with all applicable local, state and federal codes and Minnesota State policies and standards.

- Provide 50% and 95% document drafts to the campus and to Capital Planning & Analysis at the system office for review and comments. The results of this review should be incorporated before submitting the final document. Modifications may also be required after final submittal. Capital Planning & Analysis staff are available for interim review with the campus or consultant.

- Present the predesign document and recommendations to Minnesota State University Moorhead’s president and administration. Provide to Minnesota State University Moorhead 5 (five) bound copies of the final predesign document plus one unbound copy ready for reproduction.

- When the final (100%) predesign document is ready, the system office will need 1 hard copy (3 ring binder, sections separated by tabs, binder labeled **front and spine**) and 1 electronic copy (in PDF format). The PDF may be submitted on a thumb drive or via an online file sharing service.

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

**Proposed Fee Range:**
Minnesota State University Moorhead has established a fee range of **$50,000 – $75,000** for the predesign.

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

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

**Required Proposal Information:**
Proposals must contain, at a minimum, all of the following components, presented in the order outlined below.

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

1. **Table of contents**

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

3. **Project Approach/Work Plan:** Consultant shall state how they will perform the scope of work required within the stated fee range.
a. Communications Plan: Describe how the consultant will work with the campus to gather information and create options; describe how overall communications are expected to flow.
b. How the consultant will gather academic data relevant to future needs
c. How scope and alternatives will be documented and presented
d. How schedule and costing analysis will be done: How project costs will be calculated; which methodology will be used to ensure costing accuracy; which tools will be used to ensure the cost estimate is full, accurate, and complete?
e. How overall options will be determined and presented

4. Schedule: Proposed schedule with key milestones demonstrating how the consultant proposes to complete the predesign within the timeframe established by Minnesota State University Moorhead. The schedule should show key meetings and review times.

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

- Fixed fee (lump sum fee) that includes all personnel costs associated with the project.
- List of hourly rates for all consultant team members (including any subconsultants).
- Reimbursable expenses – Allowable reimbursable expenses found on the current Commissioner’s Plan reimbursement schedule: http://www.minnstate.edu/system/finance/contracts-purchasing/contracts/reference/

Proposal Format:
- Send to the campus contact electronic (.pdf) copies of at least three predesign documents completed by the specific members of the firm proposed. Documents will be used only for review by the selection team to evaluate the graphics and ability to convey efficiently and effectively the overall plan data, concepts, alternative and options, and final plan.

- Proposals should be no more than 25 (twenty-five) pages. (Related example documents may have unlimited pages.)

This solicitation does not commit to award a contract or to pay any costs incurred in the preparation of the proposal. Minnesota State University Moorhead reserves the right to accept or reject any and all proposals.

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

- Qualifications/experience of the individuals proposed for the Predesign, including:
  - Successful experience presenting and scoring with the Minnesota State Capital Budget Request scoring process
  - Experience with design or planning of Health and Physical Education labs and environments
  - Experience with design or planning Athletic competitive facilities, training and support areas

- Capacity of firm and individuals to complete the project on time

- Description of methodology and how the scope of work and tasks will be performed by the consultant and Minnesota State University Moorhead to complete the predesign work.

**Proposed Schedule:**

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP issued:</td>
<td>May 19, 2020</td>
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<tr>
<td>Proposals are due:</td>
<td>June 9, 2020</td>
</tr>
<tr>
<td>Potential Interviews*</td>
<td>June 23, 2020</td>
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<tr>
<td>Contract Signed:</td>
<td>June 30, 2020</td>
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<tr>
<td>Notice to Proceed:</td>
<td>July 6, 2020</td>
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<tr>
<td>50% Draft completion for review by Campus:</td>
<td>October 30, 2020</td>
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<tr>
<td>50% Draft completion for submittal to System office:</td>
<td>November 5, 2020**</td>
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<tr>
<td>95% Draft completion for review by Campus:</td>
<td>January 8, 2021</td>
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<tr>
<td>95% Draft completion for submittal to System office:</td>
<td>January 14, 2021**</td>
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<tr>
<td>100% (final) predesign document submitted to System office:</td>
<td>February 5, 2021</td>
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<tr>
<td>100% (final) predesign document complete:</td>
<td>February 11, 2021**</td>
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*Note: Interviews will be held at the prerogative of the campus. Selected consultants will be notified by June 16, 2020 for interviews.

**Draft due dates subject to change.**
Additional RFP Response and General Contract Requirements

Contract Termination

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

Definitions

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

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Minnesota State University Moorhead.

School: Minnesota State University Moorhead

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

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

Applicable Law

A contract entered into as a result of this RFP shall be governed and interpreted under the laws of the State of Minnesota.

Entire Agreement

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties, whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

Deviations and Exceptions

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

Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between Minnesota State University Moorhead and the vendor.

Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

Authorized Signature

The proposal must be completed and signed in the firm's name or corporate name of the vendor, and must be fully and properly executed and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Minnesota State University Moorhead to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Minnesota State University Moorhead also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to:

1. reject any and all proposals received in response to this RFP;
2. select a proposal for contract negotiation other than the one with the lowest cost;
3. negotiate any aspect of the proposal with any vendor;
4. terminate negotiations and select the next most responsive vendor for contract negotiations;
5. terminate negotiations and prepare and release a new RFP;
6. terminate negotiations and take such action as deemed appropriate.
Notice to Vendors and Contractors

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

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

Problem Resolution Process

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

Affidavit of Non-Collusion

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

Human Rights Requirements

For all contracts estimated to be in excess of $100,000 all responding vendors are required to complete the Human Rights Certification Information and Affirmative Action Data Page and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 660 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

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

**Veteran-Owned Preference**

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

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

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

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

**Insurance Requirements**

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

1. Workers’ Compensation Insurance. The vendor must provide workers’ compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers’ compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability, at limits not less than $100,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $100,000.00 bodily injury by accident.

2. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

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

   In addition, the following coverages must be included:

   Premises and Operations Bodily Injury and Property Damage
   Personal and Advertising Injury
   Products and Completed Operations Liability
   Blanket Contractual Liability
   Name the following as Additional Insureds:
   Board of Trustees of the Minnesota State Colleges and Universities
   Minnesota State University Moorhead

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

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

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

$2,000,000.00 per occurrence
$2,000,000.00 annual aggregate

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

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

Additional Insurance Conditions:

- Vendor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of vendor’s performance under this contract;
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice, unless vendor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minnesota State;
- Vendor is responsible for payment of contract related insurance premiums and deductibles;
- If vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
• Vendor shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
• An Umbrella or Excess Liability insurance policy may be used to supplement the vendor’s policy limits to satisfy the full policy limits required by the contract.

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

State Audit

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

Minnesota Government Data Practices Act

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

  • mark clearly all trade secret materials in its response at the time the response is submitted;
  • include a statement with its response justifying the trade secret designation for each item;
  • defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State of Minnesota, Minnesota State, its agents and employees, from any judgments or damages awarded against the State or Minnesota State in favor of the party requesting the materials, and any
and all costs connected with that defense. This indemnification survives Minnesota State’s award of a contract. In submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

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

Conflict of Interest

The vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this Request for Proposal. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor’s objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school’s chief financial officer or the System Office’s Business Manager that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the school or System Office may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the school or System Office may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve Minnesota State’s rights.

Physical and Data Security

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13; and other applicable laws.
In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

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

The vendor shall recognize Minnesota State's sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

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

**Reimbursements**

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

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);

2. That the attached proposal submitted in response to the __________________________ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;

3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder’s Firm Name: ____________________________________________

Authorized Signature: ____________________________________________

Date: ____________________________________________________________

Subscribed and sworn to me this ________ day of __________

Notary Public: ____________________________________________

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

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

1. Principal place of business is in Minnesota.

and

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

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

Claim the Preference

By signing below I confirm that:

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

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

Name of Company: ___________________________ Date: ___________________________

Authorized Signature: ___________________________ Telephone: ___________________________

Printed Name: ___________________________ Title: ___________________________

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