MINNESOTA STATE

Itasca Community College

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

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system, hereinafter referred to as “Minnesota State”, its Board of Trustees, or Itasca Community College to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. 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 any provisions in this RFQ by posting notice of the change(s) on Minnesota State’s website, Minnesota State Facilities Opportunities under FACILITIES CONSULTANT & CONTRACTOR OPPORTUNITIES. Itasca Community College also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to reject any and all RFQ responses received.

Respondents should check the site daily and are expected to review information on the site carefully before submitting a final proposal. Addenda to the RFP will be available on Minnesota State website. Respondents must acknowledge any addenda when submitting a proposal. Failure to acknowledge any addenda may result in rejection of the Respondent’s RFP response.

Minnesota State is an affirmative action, equal opportunity employer and educator.
REQUEST FOR PROPOSAL (RFP)
FOR
OWNER’S REPRESENTATIVE SERVICES

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Section I. General Information

Background

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

Itasca Community College is a 2-yr community college located in Grand Rapids, MN. It has a headcount of about 1,200 students, and about 95 FTE Faculty and Staff. The college is made up by 10 buildings comprising of nearly 220,000 sq. ft. of space. Most of the buildings are connected by enclosed walkways.

Nature of RFP

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

Purpose of this Request for Proposal

The purpose of this Request for Proposal (RFP) is to evaluate and select an Owner’s Representative (OR) to assist the Owner in the performance of its obligations and enforcement of its rights during the design and/or construction of the Student Center Addition and Remodeling located at Itasca Community College, Grand Rapids, Minnesota.

A copy of the schematic design for this project can be found at: https://app.e-builder.net/public/publicLanding.aspx?QS=42c6d232f8ca478eb8a89568374b9f7b

The Owner’s Representative shall work with the Owner’s appointed Project Manager, the Owner’s System Office Program Manager, the Architect/Engineer (A/E) design team, related consultants and the construction contractor(s) to administer the design and/or construction contract(s) on behalf of the Owner to assure that the Project is designed and constructed in accordance with the Minnesota State Design Standards and the Contract Documents and that the Project is completed on schedule, on budget and to a level of quality commensurate with the Owner’s requirements. OR services shall be provided more specifically as described in Section III, and also as referenced in the most current versions of the Owner’s standard General Conditions of the Contract for Construction (Minnesota State AIA Document A201/A201Cm@r, as amended by the Owner) and the Architect/Engineer-Owner contract, Standard Form of Agreement Between Owner and Architect, (Minnesota State AIA Document B101/B103CM@r, as amended by the Owner).

Project Budget and Fees
The estimated total Project cost is $\textbf{5,475,000.00}$. Project cost includes: all professional consultants, Architect/Engineer and Owner’s Representative fees and reimbursable expenses, site investigations and surveys, hazardous materials removals design and abatement, building and site construction, project management and fees, construction inspection and testing, furniture, fixtures and equipment, contingencies, art and inflation factors.

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

Completion Date

The Project’s estimated completion is within 15 months from the date of the construction contract Notice to Proceed letter.

General Selection Criteria

General criteria upon which proposals will be evaluated include, but are not limited to, the following:

PASS /FAIL REQUIREMENTS
COMPANY PROFILE
SERVICE AND SUPPORT
STAFFING
RELEVANT TEAM EXPERIENCE WITH SIMILAR PROJECTS
DESCRIPTION OF SERVICES: PROJECT APPROACH, METHODOLOGY, AND WORK PLAN
PREFERENCE TO TARGETED GROUP, ECONOMICALLY DISADVANTAGED & SERVICE OWNED/SERVICE DISABLED VETERAN-OWNED BUSINESSES & INDIVIDUALS

Accordingly, \textit{Itasca Community College} shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in \textit{Itasca Community College}'s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. \textit{Itasca Community College} reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of \textit{Itasca Community College}. This RFP shall not obligate the \textit{Itasca Community College} to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.

Selection Process

The selection committee includes Director of ITS and Facilities, Plant Maintenance Engineer, the College Provost and the Vice President of Finance. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>November 22, 2019</td>
<td>Publish RFP notice</td>
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<tr>
<td>December 3, 2019</td>
<td>Conduct Informational Meeting</td>
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<tr>
<td>December 9, 2019</td>
<td>Deadline for RFP proposal submissions</td>
</tr>
<tr>
<td>December 17, 2019</td>
<td>Meet with individual responders (if applicable)</td>
</tr>
<tr>
<td>December 23, 2019</td>
<td>Complete selection process</td>
</tr>
<tr>
<td>January 10, 2020</td>
<td>Deadline for executing contract</td>
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Contract Term

The successful vendor will be required to meet all the terms and conditions and execute the Minnesota State Owner’s Representative Contract. *Itasca Community College* desires to enter into a contract with the successful vendor(s) effective **January 10, 2020.** The length of such contract(s) shall be **2 YEARS.** If *Itasca Community College* and the vendor is unable to negotiate and sign a contract by **January 6, 2020,** *Itasca Community College* reserves the right to seek an alternative vendor(s).

Parties to the Contract

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

Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract(s) 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 the system office and/or any Minnesota State College or University (C/U).

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

**Owner:** the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Itasca Community College*.

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

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

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

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.
ATTACHMENT A

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the Provost of the College.

Entire Agreement

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

Sample Contract Agreement

A sample Owner’s Representative Contract may be viewed and downloaded at https://www.minnstate.edu/system/finance/facilities/design-construction/pm_emanual/index.html.

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.

Informational Meeting

Minnesota State will hold an Informational Meeting on Tuesday, December 3, 2019 from 11:00am to 12:30pm CT in Media Center Room 116 at Itasca Community College, 1851 East US Highway 169, Grand Rapids, MN. It is recommended all potential or interested responders attend the conference.

Duration of Offer

All proposal responses must indicate they are valid for a minimum of sixty (60) calendar days from the date of the proposal opening unless extended by mutual written agreement between Itasca Community College and the vendor.

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

Authorized Signature

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

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

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

Section II. Parties to the RFP

Parties to this contract shall be the “State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Itasca Community College and the successful vendor.

Section III. Vendor Requirements

Owner Representative’s services as listed below will be provided by utilizing the Owner’s enterprise project management system. Owner’s Representative Duties and Responsibilities shall include:

Overall Coordination

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

B. Coordinate major elements of design and/or construction with the campus’ schedules and activities to minimize disruptions. Provide overall schedule to Owner using the Critical Path Method (CPM) scheduling method on a monthly basis. The schedule shall include as a minimum: Pre-Construction, Design, Construction, Testing and Inspection, Occupancy, Owner install furnishings and equipment, substantial completion, punch list, closeout, and warranty.

C. Review and have a working knowledge of Minnesota State AIA B101 Agreement with the Architect and the AIA 201 General Conditions.
D. Review Project Design Development and Construction Documents and cost estimates prepared by the A/E design team for conformance with Minnesota State Design Standards, Minnesota State Project Budget Worksheet, constructability, and code compliance and document to the Owner any issues. Evaluate and recommend opportunities for Value Engineering.

E. Recommend and assist the Owner in hiring of site/property survey firm, geotechnical engineering firm, hazardous material survey and design firm, commissioning agent and design review consultant(s) services as necessary to assure conformance to Minnesota State Design Standards.

Bidding

F. Assist with the preparation of final Bidding Documents; attend pre-bid, bid and post-bid meetings; and assist in the evaluation of bids for construction.

G. Review insurance, bonds, and submittals; recommend to the Owner issuance of Notice to Proceed (NTP).

Construction

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

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

J. Provide a Project Budget Control and Tracking System. This System shall track all Project-related budgets, estimates, encumbrances, contracts and amendments, change orders, purchase orders, invoices and payments. The System shall include a one page summary.

K. Attend weekly construction progress meetings to represent the Owner. Monitor the contractors’ performance and the quality of the construction. The owner anticipates
representation on site a minimum of 2 days per week over the course of construction, more for critical construction processes and less when less critical.

L. Report to the Owner, System Office, and A/E any nonconformance with the Contract Documents. Review and recommend appropriate corrective actions with the A/E and Owner. Assist the A/E in reviewing corrections to be completed by the construction contractor(s).

M. Coordinate other Project work to be performed by the Owner and/or other various vendors.

N. Review any concern to the initial submittal of the general contractor’s detailed construction schedule and recommend any action to the Owner and A/E. Monitor construction progress and the construction contractor’s schedule weekly. Review the contractor’s monthly updates as required by contract documents, document any discrepancies and make recommendations to the Owner.

O. Provide construction progress photos documenting the construction of the Project. A minimum of ten (10) photos shall be made per week to document overall construction progress and key details. Special attention shall be given to concealed construction and as-constructed conditions to document construction record information. Progress photo reports shall be submitted to the Owner weekly in a written report with text descriptions of each photo and important features to be noted. Provide the report in electronic format and/or hard copy.

P. Prepare a monthly status report for the Owner and the System Office summarizing at a minimum: key construction activities progress, conformance to the approved Construction Progress Schedule(s), Total Budget Summary/Status report, current or potential problems, recommendations for Owner actions and quality issues. Provide other project information and reports as requested by the Owner and the System Office.

Q. Review Change Order requests to include adherence to contract documents, quantity, contract time, costs and make recommendations to the Owner.

R. Coordinate Furniture, Fixtures & Equipment (FF&E) and telecommunications systems installations.

S. Assist with dispute resolution.

T. Ensure that all building systems are functional and that the construction contractor(s) obtain Certificate(s) of Occupancy from the officials having jurisdiction prior to the A/E issuing Certificate(s) of Substantial Completion.

U. Manage transfer of building operations to Owner. Coordinate and document equipment start-up, orientation, and training.

V. Coordinate HVAC and other systems commissioning work.

W. Coordinate Project-related asbestos abatement work.
Project Closeout

X. Participate in Project inspection(s) for Substantial Completion(s) and warranty inspections.

Y. Coordinate and document receipt of warranties, operation and maintenance manuals, and “as-built” documents.

Warranty

Z. Coordinate Project Final Closeout(s).

AA. Participate in Project inspection(s) for Final Completion(s).

Information Contact

*Itasca Community College*’s agent for purposes of responding to inquiries about the RFP is:

Name: Chad Haatvedt  
Title: Director of ITS and Facilities  
Address: 1851 East US Highway 169, Grand Rapids, MN  55744  
Telephone: 218.322.2470  
E-mail address: facilities@itascacc.edu

Other persons are **not** authorized to discuss RFP requirements before the proposal submission deadline and *Itasca Community College* shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and his/her telephone number and e-mail address. Anonymous inquiries will not be answered.

Section IV. Response Evaluation

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

The Owner does not agree to reach a decision on a specific date as to which firms selected, although it is intended the evaluation and selection will be completed by the date identified in the Selection and Implementation Timeline article of this RFP.

General criteria upon which proposals will be evaluated include, but are not limited to, the following:

**A. PASS /FAIL REQUIREMENTS:**

1.) Responder’s proposal must be submitted on time.
2.) A representative of the Responder’s Firm must have attended the mandatory meeting and shall so state in the affirmative statements.
3.) Other requirements (if applicable, otherwise delete this item).
B. **COMPANY PROFILE - - 5 points**

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

C. **SERVICE AND SUPPORT - - 10 POINTS**

The Respondent will provide descriptive narratives of its problem-solving successes on a) service and support generally, b) service and support as reflected by quality control, and c) service and support as reflected by use of information technology. A factor favorable to a Respondent is its ability to demonstrate a service and support approach that serves the interests of the Owner on this project, and which can be proven by the Respondent to have been carried out successfully on other projects. Another factor that would be favorable to a Respondent would be a detailed and wide-ranging quality assurance plan for all elements of work the Respondent would perform on this project, likewise which the Respondent could prove to have been carried out successfully on other projects. A third favorable factor would be the use by the Respondent of sophisticated and state-of-the-art information technology in its performance of its project duties.

D. **STAFFING - - 20 points**

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

E. **RELEVANT TEAM EXPERIENCE WITH SIMILAR PROJECTS - - 20 points**

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

A. Projects at Minnesota State, 2014 to present.
B. The members of your proposed team for the present project that worked on the previous project and in what capacity.
C. Non-Minnesota State projects completed 2014 to present. The Respondent shall provide as to these projects the name of the Owner and the name of an Owner’s contact person with phone number and email address. The Owner reserves the right to independently obtain confirmation of the Respondent’s information from such Owners.

F. **DESCRIPTION OF SERVICES: PROJECT APPROACH, METHODOLOGY, AND WORK PLAN - - 20 points**
The Respondent should describe its understanding of the project and its approach and methodology for providing Owners Representative services, describe whatever difficulties or challenges it foresees in providing services to the Owner on this project, how it expects to manage those difficulties or challenges, and what assistance it requires from the Owner for such management. Additionally, the Respondent should describe any special services, product characteristics, or generally other benefit or advantage to the Owner in selecting the Respondent for the project.

C. **COST - 25 points**

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

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

- Here is an example: The maximum points awarded for price is: 25. The lowest proposed hourly rate price is $100. That Proposal receives 25 points. The second lowest hourly rate price is $125. Divide $100 by $125. This equals .8. Multiply .8 x 25 = 20. 20 is the number of points to be awarded to the second Proposal. The third Proposal is $140. Divide $100 by $140. This equals .71. Multiply .71 x 25 = 17.75 (round to the nearest whole number). 18 is the number of points to be awarded to the third Proposal.

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

G. **PREFERENCE TO TARGETED GROUP, ECONOMICALLY DISADVANTAGED & SERVICE OWNED/SERVICE DISABLED VETERAN-OWNED BUSINESSES & INDIVIDUALS - 6 points** (extra points)

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

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

Responders interested in becoming a certified vendor or to verify their T.G. eligibility and certification or E.D. certification, should refer to the state of Minnesota, Department of Administration, Office of Equity in Procurement Division website at [https://mn.gov/admin/business/vendor-info/oep/sbcp/](https://mn.gov/admin/business/vendor-info/oep/sbcp/), or call the division’s help line at (651) 296-2402.
Itasca Community College reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. Itasca Community College does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the Selection and Implementation Timeline above.

A proposal may be rejected if it is determined that a vendor’s ability to work with the existing infrastructure will be too limited or difficult to manage.

Section V. Additional RFP Response and General Contract Requirements

Problem Resolution Process

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

Affidavit of Non-Collusion

All responding vendors are required to complete the Attachment A, 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, responders are required to complete Attachment B, Workforce Certification and return it with the response. As required by Minnesota Rule 5000.3600, “It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it.” A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency.

Insurance Requirements

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

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

   a. 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. 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. 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

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. 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) for Bodily Injury and Property Damage

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile

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 in accordance with the policy provisions 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 advanced written notice to Minnesota State in accordance with the policy provisions;
• 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.

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

State Audit

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

Minnesota Government Data Practices Act

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

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

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

**Conflict of Interest**

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

**Organizational Conflicts of Interest**

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

**Physical and Data Security**

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

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

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of Minnesota State and Itasca Community College.
The vendor shall recognize Minnesota State sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

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

Section VI. RFP Responses

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

Quantities
Responders shall submit [three (3)] original RFP response. Responses shall be sealed in mailing envelopes or packages with the Responder’s name and address clearly written on the outside.

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

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

Required Attachments
Include the following attachments:
   a. Attachment A: Affidavit of Non-Collusion
   b. Attachment B: Workforce Certification
   c. Attachment C: Veteran Owned Preference Form
   d. Attachment D: Owner’s Representative Services Matrix

Submission

Sealed proposals must be received at the following address not later than 2:00 PM CST, December 9, 2019.

   Institution: Itasca Community College
   Name: Student Center O.R. Bid C/O Chad Haatvedt
   Title: Director of ITS and Facilities
   Mailing Address: 1851 East US Highway 169, Grand Rapids, MN 55744
   Street Address: (if different than mailing address)

The responder shall submit 3 copies of its RFP response and a compact disc with the RFP response in PDF format. Proposals are to be sealed in mailing envelopes or packages with the responder’s name and address clearly written on the outside. One copy of the proposal must be unbound 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.

Proposals received after this date and time will be returned to the responder unopened.

Fax and e-mail responses will not be considered.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of “white out” is considered an alteration.

The remainder of this page was intentionally left blank
ATTACHMENT A

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: ________________________________
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. |

| 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, upon request, 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 and Title: __________________________ Email: __________________________

For Assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Email: compliance.mdhr@state.mn.us TTY: 651-296-1283
ATTACHMENT C

VETERAN-OWNED PREFERENCE FORM

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the state will award a 6% preference 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) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

ARE YOU A CERTIFIED, VETERAN OWNED OR DISABLED VETERAN OWNED SMALL BUSINESS PER EITHER REQUIREMENT ABOVE? ___Yes ___No

Name of Company: ______________________________
Authorized Signature: ______________________________

Statutory requirements and appropriate documentation must be met by the solicitation response due date and time to be awarded the veteran-owned preference.

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:

- The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

- 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 or service-disabled 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.

Information regarding certification by the United States Department of Veterans Affairs may be found at: https://www.va.gov/osdbu/
## Owner's Representative Services Matrix

### Schedule

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<tr>
<th>Campus:</th>
<th>Project:</th>
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### Year:

2019 - 2021

### Schedule

|----------|------|------|------|------|-----|------|------|------|-------|------|------|------|

### TASKS + MILESTONES

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<th>2019</th>
<th>2020</th>
<th>2021</th>
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<td>Jun</td>
<td>July</td>
<td>Aug</td>
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<tr>
<td>Predesign Validation and Schematic Design</td>
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<tr>
<td>Design Development</td>
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<td>Bidding and Contract</td>
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### Closeout and Warranty

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### Expenses

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<tr>
<td>Owners Representative - Construction</td>
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<td><strong>Subtotal Personnel Expenses</strong></td>
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| **Total Expenses**                         |   |   |   | $