MINNESOTA STATE

REQUEST FOR PROPOSAL (RFP)

FOR

PREDESIGN SERVICES FOR

Kopp Student Center Pre Design Project
at Normandale Community College

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 Normandale Community College to award a contract or complete the proposed plan 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.
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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, serving 340,000+ students. Fifty-eight percent of the state’s undergraduate students attend a Minnesota State college or university. It is the third-largest system of higher education in the country. For more information about Minnesota State Colleges and Universities, please view its website at https://www.minnstate.edu/.

Normandale Community College, a member of the Minnesota State system, was founded in 1968 and is the largest community college and fourth largest institution in the Minnesota State Colleges and Universities system, serving almost 15,000 students per year in our for-credit courses. Each year, Normandale Community College awards more than 1,300 degrees and certificates in more than 60 programs of study. Our students are incredibly diverse, with almost two-thirds of degree-seeking undergraduates coming from underrepresented groups: almost 26% have parents with no prior post-secondary education and more than 40% are low income and nearly 50% are students of color. Additionally, many of our students are young – over 75% of degree-seeking students are under 25.

In 2017-18 we had 352 faculty members and a Student-to-Faculty Ratio of 26:1 (Source: IPEDS). Non-faculty staff positions on campus exceed 250.

Liberal Arts, Health Sciences, & More

In addition to a comprehensive liberal arts curriculum, we offer a wide array of health sciences programs, continuing education and customized training, specialized technical programs, and a host of educational options for high school students. Through partnerships with System universities, our students can earn a bachelor’s or master’s degree without ever leaving campus.

Continuing Education and Customized Training

Normandale Community College offers credit and non-credit courses to the community for professional growth and personal enrichment. Whole programs are designed around topics such as healthcare, data analytics, project and change management, and language and culture.

High School Programs

Normandale Community College also offers high school students the opportunity to earn college credits through two types of programs:

- Post-Secondary Enrollment Option (PSEO): high school students take courses at Normandale Community College.
- Concurrent Enrollment: high school students take courses at their high school from high school teachers who are supported by a Normandale faculty member.

Four-Year University Partners

Normandale Community College partners with three universities from the Minnesota State Colleges and Universities system to offer a wide variety of bachelor’s and master’s programs which students can earn without ever leaving the Normandale campus. Programs include four-year degrees in...
Nursing and Dental Hygiene, Business and Accounting, Criminal Justice, Engineering, Education, Psychology, and the Arts.

The following is a demographic summary of the Normandale Community College community as of 2018-2019.

<table>
<thead>
<tr>
<th>Population</th>
<th>2018-2019</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Normandale Community College credit students</td>
<td>14,794</td>
<td>43%</td>
<td>56%</td>
</tr>
<tr>
<td>Total students at partner institution on Normandale Community College Campus</td>
<td>719</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Purpose of this Request for Proposal**

The Minnesota State Board of Trustees, on behalf of Normandale Community College, hereafter referred to as the “Owner”, is soliciting proposals from interested, qualified consultants, and intends to retain a professional consulting firm, hereafter referred to as the “A/E”, to develop a new predesign for The Kopp Student Center Remodel Project, hereafter referred to as the “Predesign”. This RFP is undertaken by Normandale Community College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

**Campus Description:**
- The Kopp Student Center is a 58,860 square foot facility that was renovated and expanded in 2010.
- The Normandale campus consists of 590,000 GSF including academic buildings, science halls, a library, an auditorium and theater, a greenhouse, a gym/locker rooms and a student center. The newest building was 76,000 SF and completed in 2013, the oldest building (4) were built in 1967. Recent project renovations after 2015: College Services phase one and two, Campus courtyard, microbiology lab, restroom upgrades, waterproofing of the west wall of the gymnasium and the east wall of the Kopp Center, parking lots one and two, Campus Food Cupboard and gymnasium floor
- Normandale Community College partners with other Minnesota State four year institutions (Mankato State, Southwest State, Metro State and others) as well as local school districts.
- The Kopp Student Project will be funded with current Student Life and Revenue Fund reserves.
- www.normandale.edu
Normandale Community College's Goals:

- Eliminate the educational equity gap by 2025. Keep Equity 2025 at the forefront of all planning, and operate with a sense of urgency to meet or exceed the goals.

- Achieve a completion rate of 50% or better for degree-seeking students by 2030. For all students who state an intention to attain an Associate’s degree or transfer to a four-year university will achieve that goal.

- Support and sustain a pervasive institutional culture that is culturally competent and service oriented. By 2025, every Normandale employee will have participated in various dimensions of professional development programming to help achieve the college’s goals, including cultural competence training and will be held to the tenants as they do their work.

Predesign Context and Concerns

A comprehensive Master Plan was completed for the Kopp Student Center in the Fall of 2021. The plan identified the following priorities and recommendations:

- **The Kopp Student Center Dining Facilities are oversized for current dining and enrollment trends.**
  - Relocate pizza oven to center of Food Services serving area.
  - Construct multi-purpose program and dining space with built in stage in area vacated by pizza oven/food station.
  - Eliminating the mezzanine level coffee shop (Overlook Café) opening addition lounge and program space.

- **Expand the current 2500 square foot banquet room into dining area, adding approximately 850 square feet to the room.**

- **Remodel/Reconfigure current textbook depot, including an expansion into current meeting room space and adjacent concourse.**

- **The current Campus Store is oversized. Subdivide this space to accommodate a new area for the student clubs and organizations and supporting offices.**

- **Convert current club and organization space into a reflection room, possible diversity center and/or adjacent lounge/multiple purpose space with storage and support office(s).**
- **Incorporate student ID station within the current Kopp Student Center Information Desk.**
- **Convert vacated bank branch into additional meeting and/or office space.**
- **Add additional conference room within the 1st Floor lounge area.**

A predesign will define project scope, cost, and schedule.

The A/E shall work with the Owner’s appointed Project Manager, the Owner’s designated Predesign Taskforce (which may include representatives of academic and administrative areas, faculty, and students), and the Minnesota State system office System Director of Capital Planning and Analysis to assess current utilization and future space and organizational needs, enrollment and demographics trends, program needs, campus access, and the overall aesthetic sense of campus to create a Predesign in accordance with the Minnesota State Predesign Guidelines and to ensure that the Predesign document is completed on schedule, on budget and to a level of quality commensurate with the Owner’s requirements.

The current Minnesota State Predesign Guidelines are located at this link:
[https://www.minnstate.edu/system/finance/facilities/planning-programming/Predesign%20Guidelines%20Update%202020.pdf](https://www.minnstate.edu/system/finance/facilities/planning-programming/Predesign%20Guidelines%20Update%202020.pdf)

**Definitions**

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

**A/E:** Architect or Engineer licensed in the State of Minnesota.

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

**Minnesota State 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.

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

**Responder/Respondent:** A firm who may reply to this RFP.

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

Scope of Services

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 deferred maintenance and backlog, FCI (Facility Condition Index), 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:

- **Protect and modernize academic and student support spaces**: Uphold our collective stewardship responsibilities by focusing capital investments on maintaining, repairing, and updating existing campus classroom, laboratory, and student support space to meet and enhance core academic missions of our colleges and universities. Preserving Minnesota State’s facilities ensures faculty and students have safe, secure, compliant, and inspiring environments in which to teach and learn, reduces the impact campus buildings have on operating budgets and the environment, and remains the system’s top capital investment priority.

- **Facilitate achieving the vision of Equity 2030**: Prioritize facility improvements that support student success at Minnesota State colleges and universities. These improvements should ensure Minnesota State provides inclusive educational opportunities, grow programs, and improve campus climate.

- **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 construction and operating practices, and utilizing renewable energy systems where practicable.

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

- **Value partnerships**: Recognize the value and opportunity presented by regional partnerships and interconnectedness between Minnesota State colleges and universities, their industry partners and the communities they serve.

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.
Normandale Community College will provide floor plans, site plan, Comprehensive Facilities Plan, condition assessments, and other information that the consultant may need upon request.

The consulting team shall meet with the Predesign Taskforce and representatives of additional related administrative areas, staff 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.

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

- Addressing program and workforce needs through space realignment, reconfiguration, and demolition.
- Renovation, including right sizing obsolete/underutilized rooms/space or program repurposing and redevelopment.
- 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.
- 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 and the Kopp Student Center Master Plan.

- Compile and analyze data from previous studies and plans to ensure a consistent plan for Normandale Community College (e.g., Kopp Student Center master plan, 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). Normandale Community College may not have all of the original campus drawings so it is critical that the predesign team spend time on campus exploring the student center space.

- Work with the campus’s Predesign Taskforce and other campus personnel to develop a predesign that addresses student life and various auxiliary needs while aligning with the principles established in the core commitments of the Minnesota State Strategic Framework. 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 Normandale Community College's president and administration. Provide to Normandale Community College six bound copies of the final predesign document plus one unbound copy ready for reproduction and two electronic copies (in PDF format). The PDF may be submitted on a thumb drive or via an online file sharing service.

- When the final (100%) predesign document is ready, the system office will need 1 hard copy (3 ringbinder, 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.

**Budget and Fees**

The fee for all Basic Services is estimated to range from $45,000-$60,000. Final contract amount will be negotiated with the selected Respondent. The rates provided by the Respondent in response to this RFP may be used by the Owner to add or deduct services to modify the contract as necessary.
Proposed Predesign Milestone Schedule
The anticipated overall Predesign schedule is (dates for completion of work and presentation are approximate):

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>50% draft document completion for review</td>
<td>July 1, 2022</td>
</tr>
<tr>
<td>95% draft document completion for review</td>
<td>September 19, 2022</td>
</tr>
<tr>
<td>100% (final) predesign document complete</td>
<td>October 27, 2022</td>
</tr>
</tbody>
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Selection Process
The selection committee includes the following people: Dara Hagen-Vice President of Student Affairs, Justin Martin-Director of Student Life, Chris Peterson-Campus Store Director, Chris Mikkelsen- Director of Auxiliary Services, Rachel Seleski-Johnson-Campus Event Manager, Brady Johnson-Student Center Operations Manager, Thomas McCluney- Assistant Manager of Facilities, Nancy Johnson-Faculty, David Pacheco-Food Service Director and Student Representatives to be determined. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DAY</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP advertisement</td>
<td>Tuesday</td>
<td>January 18, 2022</td>
<td></td>
</tr>
<tr>
<td>Mandatory Informational Meeting</td>
<td>Monday</td>
<td>January 31, 2022</td>
<td>1 PM</td>
</tr>
<tr>
<td>RFP Questions due</td>
<td>Friday</td>
<td>February 4, 2022</td>
<td>10 AM</td>
</tr>
<tr>
<td>RFP Questions Response</td>
<td>Tuesday</td>
<td>February 8, 2022</td>
<td>Midnight</td>
</tr>
<tr>
<td>Deadline for RFP</td>
<td>Tuesday</td>
<td>February 15, 2022</td>
<td>2 PM</td>
</tr>
<tr>
<td>Planned selection</td>
<td>Friday</td>
<td>March, 25, 2022</td>
<td></td>
</tr>
<tr>
<td>Planned contract execution</td>
<td>Friday</td>
<td>April 15, 2022</td>
<td></td>
</tr>
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</table>

An interview would occur the week of March 21, 2022 if requested by the campus.

If the Owner and the vendor are unable to negotiate and sign a contract by May 1, 2022, the Owner reserves the right to seek an alternative vendor.

Informational Project Meeting
Minnesota State will hold a mandatory informational meeting on January 31, 2022 at 1 PM, at Kopp Student Center-K1450. All potential or interested responders must attend the conference.

Questions or concerns about the contract should be raised during the RFP stage when all Respondents can see the clarification.

Any additional questions regarding this Request for Proposal must be addressed to Chris Mikkelsen (Chris.Mikkelsen@Normandale.edu). All questions and the answers will be sent to all those that attend the mandatory informational meeting. All questions must be submitted no later than 10 AM on February 4, 2022.
**Contract**

The successful Respondent will be required to meet all the terms and conditions and execute the most current Minnesota State *ND.30 Facilities Professional or Technical Services Contract* and a copy of the Respondent’s Professional/Technical Certificate of Insurance - Example (CC.20).

Sample documents are available for review on the Minnesota State website, [e-Manual for Vendors](#).

**Parties to the Contract**

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

**Duration of Offer**

All proposal responses must indicate they are valid for a minimum of *thirty (30)* calendar days from the date of the proposal opening unless extended by mutual written agreement between *Normandale Community College* and the CONSULTANT. Prices and terms of the proposal as stated must be valid for the length of the resulting Purchase Order.

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**SECTION II. VENDOR REQUIREMENTS**

**Required Consultant Team**

- Architect licensed in Minnesota for Architectural Services, as applicable
- Certified Interior Designer – including interior finishes, fixtures and equipment design
- Structural Engineer, licensed in Minnesota
- Mechanical Engineer, licensed in Minnesota – to include fire protection and integration of the campus energy management system
- Electrical Engineer, licensed in Minnesota
- Cost Estimating
- [Other, optional consultants such as specialized expertise in acoustical design, demolition, or similar].
SECTION III. RESPONSE CONTENTS AND EVALUATION

Scoring Criteria

Criteria described below, based upon the point scale, will be used to evaluate Respondents’ proposal. The evaluation may include requests for additional information, and will focus on the specifics of the Respondent’s response to the RFP and approach. The response to the RFP will be evaluated by the following criteria:

Pass /Fail requirements
Responder’s proposal must be submitted on time.
Attend the mandatory Pre-Design Meeting on January 31, 2022 at 1 PM.

Company profile – 10 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 favorable to a Respondent are:

- Prior experience in college design and/or campus planning on a similar campus type environment; municipal, corporate, or other relevant campus planning experience may be considered.
- Demonstrated 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.

Project team – 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.

Provide a brief statement of the Team’s past or present working relationships. Explain how each separate sub-consultant will be utilized (e.g. major role during portions of the predesign development, etc.). Matrix or chart is suggested. For each Team personnel member, provide:

- Name and position in firm, include name of firm.
- Home base (if in a multi-office firm).
- Responsibility on this project.
- Years of experience.
- Relevant recent experience (note if experience is with another firm).
- Registration – List Minnesota Registration numbers for all licensed professionals.
**Relevant team experience - 20 points**
The Respondent will provide a brief summary of experience with college or university planning and predesigns on a similar campus type environment. Municipal, corporate, or other relevant campus planning may be included. The prior experience must demonstrate the Respondent’s 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. Specifically state the project description, scale and complexity, and geographic location of each. The summary should include the following:

A. Projects at Minnesota State campuses, 2012 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 2012 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.

In addition to the summary described above, the Respondent shall provide an electronic copy, in PDF format, of three (3) predesign documents that have been completed by the Respondent, 2012 to present. These documents do not count toward the proposal page limit listed in Section IV.

The Owner reserves the right to independently confirm the information provided. The Owner reserves the right to refer to its own references at any time during the RFP process.

**Project approach - 40 points**
The Respondent should describe its understanding of the Predesign development process and its approach and methodology:

- Communications Plan: Describe how the Respondent will work with the campus to gather information and create options; describe how overall communications are expected to flow.
- How the Respondent will gather academic data relevant to future needs
- How scope and alternatives will be documented and presented
- 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?
- How overall options will be determined and presented.

Describe the anticipated difficulties or challenges in providing services to the Owner on this project, how Respondent expects to manage those difficulties or challenges, and what assistance it requires from the Owner for such management. Provide a proposed schedule with key milestones and review times necessary to complete the Predesign. 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.

**Fee - 10 points**
Provide a lump sum fee for all services. Also, list the team members by name providing services, their estimated hours and hourly rate. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Respondent in performance of this contract shall be included within the Respondent’s lump sum fee. The rates listed on the RFP may be used by the Owner to add or deduct services to modify the RFP response or subsequent contract on a per hour or per service basis.
The evaluation for cost of services (excluding reimbursables) will award points according to the lowest fee proposal. The lowest fee proposal will receive the maximum points. Points will be awarded to each of the other proposals by dividing the lowest proposal by each of the other proposal costs. 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 Respondent.

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

Eligible, verified, small businesses currently listed in the Directory of Certified Targeted Group, Economically Disadvantaged and Veteran Owned small businesses will be eligible for the preference. This directory is located at http://www.mmd.admin.state.mn.us/mn02001.htm. Attach a copy of your firm’s letter indicating certification by the Office of Equity in Procurement, if applicable.

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/, or call the division’s help line at (651) 296-2402.

Section IV. ADDITIONAL RFP RESPONSE & CONTRACT

Requirements
Rights Reserved
Notwithstanding anything to the contrary, the Minnesota State Colleges and Universities, or Normandale Community College reserves the right to:

1. Cancel the Request for Proposals at any time with no cost or penalty to the State.
2. Reject any and all responses received in response to this RFP;
3. Disqualify any Responder whose submittal fails to conform to the requirements of the RFP;
4. Duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the RFP;
5. Select for contract or for negotiations a Proposal other than that with the lowest cost or the highest evaluation score;
6. Negotiate as to any aspect of the Proposal with the selected Responder;
7. Extend the contract, not to exceed a total contract term of five (5) years;
8. Change any provisions in this RFP by posting Addenda on the Minnesota State website; and
9. Waive any non-material deviations from the requirements and procedures of this RFP and waive informalities contained in the RFP.
All costs incurred in responding to this RFP will be borne by the Responder. This RFP does not obligate the Owner to award a contract or complete the project, and the Owner reserves the right to cancel the solicitation if it is considered to be in its best interest.

Insurance Requirements
By submission of a proposal, Responder certifies that it is in compliance with all insurance requirements specified in Section 21 of the Facilities Professional or Technical Services Contract (ND.30) example contract, posted with this RFP. The selected vendor will be required to maintain and furnish satisfactory evidence of insurance for the duration of the contract. A sample insurance certificate (CC.20) can be found on Minnesota State - eManual Version 2.0 for Vendors or see attachment.

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.

Attachment 1: Affidavit of Non-Collusion
All respondents shall complete Attachment A and submit with their response to this request for qualifications.

Attachment 2: Workforce Certification
For all contracts estimated to be in excess of $100,000, Responders are required to complete the State of Minnesota – Workforce Certificate Information page and return it with the response. As required by Minn. R. 5000.3600, “It is hereby agreed between the parties that Minn. Stat. §363A.36 and Minn. R.5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it”. A copy of Minn. Stat. § 363.36 and Minn. R.5000.3400 - 5000.3600 are available on the website http://www.admin.state.mn.us/recs.

Attachment 3: Preference Form
In accordance with M.S. 16C.16, the basis of award is that eligible certified targeted group (T.G.) vendor and certified economically disadvantaged (E.D.) vendor will receive a six percent (6%) preference. Preference will only be allowed if the vendor is certified prior to the scheduled submittal date.

Attachment 4: Veteran/Service Disabled Veteran-Owned Preference Form
In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs’ Center for Veteran Enterprises (CVE Verified) (prior to the solicitation opening date and time) will receive a preference in the evaluation of its proposal (consistent with RFP.
Section IV., Selection Criteria). Eligible veteran-owned small businesses include CVE verified, certified small businesses that are majority-owned and operated by veterans (pursuant to Minnesota Statute §16C.16, subd. 6a). Information regarding CVE verification may be found at http://www.vip.vetbiz.gov.

Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation per the form, will be given the preference.

SECTION IV. RFP RESPONSE

Submission

By submitting a response to the RFP for this project, your firm commits to the schedule and to dedicating the required staff for the duration of the project.

Format

The format shall be a maximum of 25 pages (faces), not counting the cover, cover letter, signature page, index, section divider tab sheets, required Attachments, and the three (3) Predesign example documents.

Responding

Sealed proposals must be received at the following address no later than 2:00 p.m. CT on Tuesday, February 15, 2022:

Name: Chris Mikkelsen
Title: Director of Auxiliary Services
Address: Normandale Community College, 9700 France Avenue South, Bloomington, MN 55431

The responder shall submit one [1] hard copy of its RFP response and one [1] electronic copy on media of choice 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. The proposal must be signed in blue or black ink by a representative of the vendor.

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

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.
Affidavit of Noncollusion
State of Minnesota
Request for Proposals

Firm Name: __________________________

Instructions: Please return your completed form as part of the Response submittal.

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 Proposals 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 Proposals, 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.

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

Authorized Signature
Responder
Firms Name: ____________________________________________________________________

Print name of
Authorized Representative ___________________________ Title: ___________________________

Authorized Signature ___________________________ Date _____________________________

Notary Public
Subscribed and sworn to before me this:

_______ day of ________________________, _________

_____________________________________________
Notary Public signature

_____________________________________________
Commission Expires (mm/dd/yyyy)
STATE OF MINNESOTA – WORKFORCE CERTIFICATE
INFORMATION

Information required for ALL bids or proposals that could exceed $100,000

Complete Box A or B of this form, and sign and return it with your bid or proposal. A Workforce Certificate or exemption from the Minnesota Department of Human Rights (MDHR) is required to execute a contract in excess of $100,000 under Minn. Stat. §363A.36.

Signature
By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company Authorized Signature

Date Printed Name

Phone Number Title

For assistance with this form, contact:

Minnesota Department of Human Rights

Web: http://mn.gov/mdhr/ Toll Free: 1-800-657-3704
Email: compliance.mdhr@state.mn.us MN Relay: 711/ 1-800-627-3529

MINNESOTA STATE PREFERENCE FORM

In accordance with M.S. 16C.16, the basis of award is that eligible certified targeted group (T.G.) prime Bidders and certified economically disadvantaged (E.D.) prime Bidders will receive a six percent (6%) preference. Preference will only be allowed if the Bidder is certified prior to the scheduled bid opening. Both the targeted group (T.G.) preference and the economically disadvantaged (E.D.) preference are applied only to the first $2,000,000 of the bid. 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. Bidders 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/, or call the division’s help line at (651) 296-2600. The Bidder shall designate their company’s status in below.

ARE YOU A CERTIFIED, TARGETED GROUP PRIME CONTRACT BIDDER? ___Yes ___No

ARE YOU A CERTIFIED, ECONOMICALLY DISADVANTAGED PRIME CONTRACTOR? ___Yes ___No

Statutory requirements and appropriate documentation must be met by the solicitation response due date and time to be awarded the targeted group or economically disadvantaged preference.
Claim the Preference

By signing below I confirm that:

My company is claiming targeted group or economically disadvantaged preference afforded by Minn. Stat. § 16C.16. By making this claim, I verify that:

- The business has been certified by the Office of Equity in Procurement as being a targeted group (T.G.) or an economically disadvantaged (E.D.) business.

Name of Company: ___________________________ Date: __________________________
Authorized Signature: ___________________________ Telephone: _____________________
Printed Name: ___________________________ Title: __________________________

Attach a copy of your firm’s letter indicating certification by the Office of Equity in Procurement and sign and return this form with your solicitation response to claim the TG/ED preference.

SECTION 00 45 45
ATTACHMENT 4

STATE OF MINNESOTA
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/

Normandale Community College

FACILITIES PROFESSIONAL OR TECHNICAL SERVICES CONTRACT

Contract is specific for use by Finance/Facilities divisions

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Normandale Community College, (hereinafter Minnesota State), and Successful Vendor, an independent consultant, not an employee of the State of Minnesota (hereinafter CONSULTANT).

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

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

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

WHEREAS, the CONSULTANT represents that he / she is not a current state employee, and

WHEREAS, the CONSULTANT represents that he / she has not received an early separation incentive under Minnesota State Colleges and Universities Board Policy 4.11, Board Early Separation Incentive Program (BESI), during the one year post-separation period prior to the effective date of this contract.
NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract is effective on [INSERT FULL DATE (e.g., April 15, 2022)] or upon the date the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until [INSERT FULL DATE (e.g., December 31, 2022)] or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONSULTANT understands that no work should begin under this contract until all required signatures have been obtained and the CONSULTANT is notified to begin work by Minnesota State authorized representative.

2. **CONSULTANT’S DUTIES.** The CONSULTANT will:

   Work with the Owner’s appointed Project Manager, the Owner’s designated Predesign Taskforce (which may include representatives of academic and administrative areas, faculty, and students), and the Minnesota State system office System Director of Capital Planning and Analysis to assess current utilization and future space and organizational needs, enrollment and demographics trends, program needs, campus access, and the overall aesthetic sense of campus to create a Predesign in accordance with the Minnesota State Predesign Guidelines and to ensure that the Predesign document is completed on schedule, on budget and to a level of quality commensurate with the Owner’s requirements.

3. **CONSIDERATION AND TERMS OF PAYMENT.**

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

      Compensation of \textit{X Dollars ($X).}]

      Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Architect and their sub-consultants in performance of this contract shall be included in the Architect’s fee for Basic Services. Fees to be paid by the Consultant for securing approval of authorities having jurisdiction over the Project, if applicable, shall be included as Reimbursable Expenses. Reimbursement is also allowed for Owner-requested documents when the Architect provides printing services.

      The Total Reimbursable Expenses Encumbered in this Agreement shall not exceed a total amount of \textit{X Dollars ($X).}]

      The total obligation of Minnesota State for all compensation and reimbursement to the CONSULTANT shall not exceed \textit{X Dollars ($X).}]

   Terms of Payment.

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

The invoice will be paid within 30 calendar days following the completion of all deliverables or receipt of payment invoice, whichever is later.

ii. [IF APPLICABLE, INSERT THIS CLAUSE.] Payments are to be made from federal funds obtained by Minnesota State through Title _____ of the ______________ Act of ________________ (Public law and amendments thereto). If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by Minnesota State to the CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

4. AUTHORIZED REPRESENTATIVES. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party’s authorized representative.

a. Minnesota State authorized representative for the purpose of administration of this contract is:

Name: [INSERT]
Address: [INSERT]
Telephone: [INSERT]
E-Mail: [INSERT]

Such representative shall have final authority for acceptance of the CONSULTANT’S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause 3, paragraph b.

b. The CONSULTANT’S authorized representative for the purpose of administration of this contract is:
5. **CANCELLATION AND TERMINATION.**

   a. This contract may be canceled by Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the CONSULTANT. In the event of such a cancellation, the CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

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

6. **ASSIGNMENT.** The CONSULTANT shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of Minnesota State.

7. **LIABILITY.** In the performance of this contract by CONSULTANT, or CONSULTANT’S agents or employees, the CONSULTANT must indemnify, save, and hold harmless Minnesota State, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by Minnesota State, to the extent caused by the CONSULTANT’s:

   1. Intentional, willful, or negligent acts or omissions; or
   2. Actions that give rise to strict liability; or
   3. Breach of contract or warrant.

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

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

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

10. **MINNESOTA STATUTES §181.59.**

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

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the CONSULTANT agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no CONSULTANT, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no CONSULTANT, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

11. **DATA DISCLOSURE.**

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

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

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

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

13. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

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

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

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

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

14. **ANTITRUST.** The CONSULTANT hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

15. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

17. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONSULTANT relevant to this contract shall be subject to examination by Minnesota State and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

18. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

19. **INSURANCE.** At the time that a CONSULTANT is selected for project work, it shall have in effect insurance as specified below, which shall be reflected in Certificates of Insurance to be provided to the selecting Minnesota State campus or System Office before the contract for the project work is executed.

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

   - $100,000 – Bodily Injury by Disease per employee
   - $500,000 – Bodily Injury by Disease aggregate
   - $100,000 – Bodily Injury by Accident

   If Minnesota Statute 176.041 exempts CONSULTANT from Workers’ Compensation insurance or if the CONSULTANT has no employees in the State of Minnesota, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers’ Compensation requirements.
If during the course of the contract the CONSULTANT becomes eligible for Workers’ Compensation, the CONSULTANT must comply with the Workers’ Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

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

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

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list__________________________________

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

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

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

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile

d. **Professional Liability Insurance:**

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

$2,000,000 – per claim or event

$2,000,000 – annual aggregate

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

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

e. Additional Insurance Conditions:

- CONSULTANT’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of CONSULTANT’s performance under this contract;

- If CONSULTANT receives a cancellation notice from an insurance carrier affording coverage herein, CONSULTANT agrees to notify Minnesota State 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.
f. MINNESOTA STATE System Office reserves the right to immediately terminate the contract if the CONSULTANT is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the CONSULTANT. All insurance policies must be available for inspection by the MINNESOTA STATE System Office and copies of policies must be submitted to the MINNESOTA STATE System Office's authorized representative upon written request.

Paragraph 21 of this Contract establishes minimum insurance requirements. It is the sole responsibility of the CONSULTANT to determine the need for, and to procure, additional insurance that may be needed in connection with this Contract and any Purchase Order associated with it for any specific Project performed by the CONSULTANT.

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

The rest of this page intentionally left blank. Signature page to follow.
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. **CONSULTANT: [INSERT NAME OF ARCHITECT FIRM]:**

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

   By (authorized signature and printed name)

   Title

   Date

   By (authorized signature and printed name)

   Title

   Date

2. **VERIFIED AS TO ENCUMBRANCE:**

   Normandale Community College:

   Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15. *When contract is processed through e-Build, encumbrance is incorporated into the workflow and signature block below is left unsigned.*

   See attached Cover Page “Exhibit A” for Encumbrance Details.

   By (authorized signature and printed name)

   Title

   Date

3. **MINNESOTA STATE**

   Normandale Community College:

   By (authorized signature and printed name)

   Title

   Date

4. **AS TO FORM AND EXECUTION:**

   Normandale Community College:

   By (authorized signature and printed name)

   Title
**CERTIFICATE LIABILITY INSURANCE**
**PROFESSIONAL/TECHNICAL CONTRACTS**

**PRODUCER**

Agent/Broker Name & Address

**INSURED**

Contractor/Vendor Name & Address

**INSURERS AFFORDING COVERAGE**

| INSURER A: Name of Insurance Company |
| INSURER B: |
| INSURER C: |
| INSURER D: |
| INSURER E: |

**DATE (MM/DD/YY)**

Date Cert. Typed

**INSURANCE**

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

**A**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td>Policy Number</td>
<td>Effective date of policy</td>
<td>Expiration date of policy</td>
<td>EACH OCCURRENCE: $2,000,000</td>
</tr>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>FIRE DAMAGE (Any)</td>
</tr>
</tbody>
</table>
| CLAIMS MADE | | | | MED EXP (Any one)
| CONTRACTUAL LIABILITY | | | PERSONAL & | $2,000,000 |
| DEDUCTIBLE BI AND/OR PD | | | GENERAL | $2,000,000 |
| GENERAL AGGREGATE | POLICY LOC | | PRODUCTS- | $2,000,000 |

**B**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>Policy Number</td>
<td>Effective date of policy</td>
<td>Expiration date of policy</td>
<td>COMBINED SINGLE</td>
</tr>
<tr>
<td>ANY AUTO</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY</td>
</tr>
<tr>
<td>ALL OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY</td>
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<tr>
<td>SCHEDULED AUTOS</td>
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<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
</tr>
<tr>
<td>HIRED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>NON-OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>* CA 99 48 Endorsement</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>* MCS-90 Endorsement</td>
<td></td>
<td></td>
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<td>$</td>
</tr>
</tbody>
</table>

- If required in special terms & conditions.

**C**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXCESS LIABILITY</td>
<td>Policy Number</td>
<td>Effective date of policy</td>
<td>Expiration date of policy</td>
<td>EACH OCCURRENCE: $**</td>
</tr>
<tr>
<td>OCCUR</td>
<td></td>
<td></td>
<td>AGGREGATE: $**</td>
<td></td>
</tr>
<tr>
<td>CLAIMS MADE</td>
<td></td>
<td></td>
<td>OTHER:</td>
<td></td>
</tr>
<tr>
<td>DEDUCTIBLE</td>
<td></td>
<td></td>
<td>WE STATUTORY LIMITS:</td>
<td></td>
</tr>
<tr>
<td>RETENTION S</td>
<td></td>
<td></td>
<td>OTHER:</td>
<td></td>
</tr>
</tbody>
</table>

- **Excess/Umbrella may be used to supplement the GL & Auto limits, to satisfy policy.

**D**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Policy Number</td>
<td>Effective date of policy</td>
<td>Expiration date of policy</td>
<td>E.L. EACH ACCIDENT: $100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE-EA</td>
<td>$100,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE – POLICY</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

**E**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE (applicable if design services provided)</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>OTHER</td>
<td>Policy Number</td>
<td>Effective date of policy</td>
<td>Expiration date of policy</td>
<td>EACH OCCURRENCE: $2,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td></td>
<td></td>
<td>AGGREGATE: $2,000,000</td>
<td></td>
</tr>
</tbody>
</table>

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

**RE:** Project Name

- Board of Trustees of Minnesota State Colleges and Universities and its officers and members are named as an Additional Insured to the extent permitted by law, on a primary and non-contributory basis for both ongoing and completed operations under Commercial General Liability, Umbrella or Excess Liability, and *Pollution Liability.*

- Insurance companies waive any rights to assert the immunity of the state as a defense.

- A waiver of subrogation applies in favor of the certificate holder on all policies listed above.

**CERTIFICATE HOLDER**

X | ADDED INSURED; INSURER LETTER: _ |

**CANCELLATION**

Name of College, University or Minnesota State system office

City, State, & Zip Code

See solicitation (RFB, RFQ or RFP) for name & address

SHOULD ANY OF THE ABOVE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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