

MINNESOTA STATE

METROPOLITAN STATE UNIVERSITY

REQUEST FOR PROPOSAL (RFP) FOR GROW-IT Center Design Services Amended

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Metropolitan State University to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the Minnesota State facilities division web site: <http://www.minnstate.edu/vendors/index.html>

For this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal. Addendum to the RFP will be available on Minnesota State website. Consultants must acknowledge any addendum when submitting a proposal. Failure to acknowledge any addendum may result in rejection of Consultant's RFP response.

October 30, 2017

**REQUEST FOR PROPOSAL (RFP)
FOR
GROW-IT Design Services**

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Section I. General Information

Background

Minnesota State Colleges and Universities is the fourth-largest system of higher education in the United States. It is comprised of 37 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is governed by a 15 member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State Colleges and Universities, please view its website at www.mnscu.edu.

Metropolitan State University is a comprehensive urban university committed to meeting the higher education needs of the Twin Cities and greater metropolitan population. As a four year university located in St. Paul, Minnesota, the institution offers 11,500 students annually a wide range of education opportunities to enhance personal growth and community vitality. The university provides accessible, high quality liberal arts, professional, and graduate education to the citizens and communities of the metropolitan area, with continued emphasis on underserved groups, including adults and communities of color. The university is committed to academic excellence and community partnerships through curriculum, teaching, scholarship and services designed to support an urban mission.

Nature of RFP

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of the Metropolitan State University, hereinafter referred to as the "Owner", is requesting proposals to provide architectural and engineering consulting services for the design and construction to provide space for the University and community through renovation of the existing facility and a small expansion. This project consists of remodeling the former Minnesota Department of Agriculture research facility (2,821 gross square feet) and constructing a new addition (775 gross square feet) to support the establishment of an urban agricultural **G**ateway for **R**esearch, **O**utreach, **W**orkforce Development, **I**nnovation and **T**eaching (GROW-IT).

This RFP is undertaken by the Owner pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws. Accordingly, the Owner shall select a vendor whose proposal(s), and oral presentation(s) if requested, demonstrate in the Owner's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. The Owner 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 the Owner. This RFP shall not obligate the Owner 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.

Purpose of this Request for Proposal

The purpose of this Request for Proposal (RFP) is to evaluate and select a design consultant to assist the Owner in the design and/or construction of the GROW-IT Center Project located at Metropolitan State University, St. Paul, Minnesota. The designer shall work with the Owner's appointed Project Manager and the Owner's System Office Program Manager to design a remodel and construction project on behalf of the Owner to assure that the Project is designed and constructed in accordance with the Minnesota State Facilities Standards and all state and local codes. Design 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 (AIA Document A201, as amended by the Owner) and the Architect/Engineer-Owner contract, Standard Form of Agreement Between Owner and Architect, (AIA Document B101, as amended by the Owner).

Project Budget and Fees

The estimated total project cost is \$1,070,000 based on estimated costs from the pre-design of the GROW-IT Center remodel and construction project. A copy of the conceptual Grow-IT Center scope is posted as an Exhibit to this RFP.

Fees for the Project shall be based on requirements in Section III and the scope of work described in the exhibit and shall include all sub-consultant engineering design fees as required by the scope of the work. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Respondent and their sub-consultants in performance of this contract shall be included in the Respondent’s basic fees. Fees paid by the Respondent for securing approval of authorities having jurisdiction over the Project **are included as Reimbursable Expenses. Reimbursement is allowed for Owner-requested printing, reproductions, plots and standard documents when the Architect provides printing services and for neighborhood meetings and/or presentation materials.**

Provide fee breakdown per the following table.

DESIGN	Costs
Schematic Design	
Design Development	
Construction Documentation	
Bidding	
Construction Administration (A)	
Reimbursement Expenses	
TOTAL FEES	

Funding has been appropriated by Campus and Donation Funds and for design, construction, bidding and construction administration.

Final contract amount will be negotiated with the selected Respondent

Proposed Project Schedule:

Milestone Dates:

<u>Phase</u>	<u>Begin</u>	<u>Complete</u>
Schematic Design Phase	December 2017	February 2018
Design Development Phase	February 2018	March 2018

Construction Funding Secured	March 2018	March 2018
Construction Document Development	March 2018	May 2018
Construction Bidding Process	May 2018	June 2018
Construction Period	July 2018	January 2019
Substantial Completion	January 2019	January 2019
Close-out	January 2019	March 2019

General Selection Criteria

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

- Pass-Fail Requirements
- Company Profile
- Project Team and Organization of Team
- Relevant Team Experience
- Project Approach, Methodology and Work Plan
- Unique Qualifications
- Costs
- Vendor Preference (if applicable)

Accordingly, the Owner shall select the vendor(s) whose proposal(s), demonstrate in the Owner’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. The Owner 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 the Owner. This RFP shall not obligate the Owner 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 campus Director of Operations, Facilities Director, and system office Program Manager. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

Monday, October 30, 2017	Publish RFP notice in <i>State Register</i>
Monday, November 13, 2017 – 2:00 p.m. CST	RFP/Project Information meeting
Thursday, November 16, 2017 - 2:00 p.m. CST	Deadline to receive Questions
Friday, November 17, 2017 - by 4:00 p.m. CST	Post Response to Questions
Tuesday, November 28, 2017 - by 2:00 p.m. CST	Deadline for RFP proposal submissions
November 28 th – December 4 th , 2017	Review RFP proposals
Friday, December 5, 2017	Complete selection process
Friday, December 13, 2017	Deadline for executing contract

Information Meeting

Metropolitan State University will hold a mandatory information meeting on **2:00 pm CST, Monday, November 13, 2017**, in **New Main Bldg, L213** (*changed from State Advertisement*) at Metropolitan State University, 700 East 7th Street, Saint Paul, MN.

This informational meeting will include a tour of the proposed project areas and a review of the scope of work. To avoid any possible unfair competitive advantage among responders during the solicitation process this will be the only public meeting for the project. There will be no private tours, meetings or communications outside the provisions in this RFP.

Contract Term

The successful vendor will be required to meet all the terms and conditions and execute the current AIA Document B101 – Standard form of Agreement between Architect and Owner, as amended by Minnesota State. A copy of the AIA Document B101 is posted on the Minnesota State Facilities Division unpublished website:

http://www.finance.mnscu.edu/facilities/design-construction/AIA_documents/index.html.

If the Owner and the vendor is unable to negotiate and sign a contract by December 13th 2017 then Metropolitan State 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 the Owner 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 Metropolitan State University.

Metropolitan State University: the Owner

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

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

Applicable Law

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

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 Metropolitan State University Director of Operations.

Entire Agreement

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

Deviations and Exceptions

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

Duration of Offer

All proposal responses must indicate they are valid for a minimum of sixty (60) calendar days from the date of the proposal opening unless extended by mutual written agreement between Metropolitan State University 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 system, its Board of Trustees or Metropolitan State University 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. Metropolitan State University also reserves the right to waive minor informalities and, notwithstanding 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 Metropolitan State University and the successful vendor.

Section III. Vendor Requirements

The selected vendor shall provide as a minimum the following:

The selected design team shall:

1. Prepare all design documents using computer aided design and drafting technology in an electronic data exchange file format acceptable to Metropolitan State University.
2. Manage and maintain project information within the Minnesota State web-based enterprise project management system (EPMS). The software product is E-Builder. It includes real-time visibility of the project status, better coordination, simplified reporting, a central location for all project information and it eliminates duplication of work. Minnesota State will provide the selected firm with a login license and initial software training for the selected firm’s designated Project representative(s) at no cost to the firm. Except for licenses and initial training, Minnesota State assume no responsibility for any real or potential costs associated with the use of E-builder product by the selected firm.
3. The design team will need to clearly communicate design and cost ramifications of the schedule impact to allow the campus full understanding of the design and schedule decisions.
4. Ensure the construction complements the aesthetics of the overall campus architecture and meets the City of St Paul’s expectation for the streetscape.
5. Include field verification of existing conditions and systems in scope of services.
6. Complete all designs, drawings and specifications in accordance with, as a minimum:
 - a. Current Minnesota State Design Standards, available on website:
<http://www.finance.mnscu.edu/facilities/design-construction/resources.html>
 - b. ADA regulations
 - c. Storm water runoff control
 - d. Mechanical & Electrical codes
 - e. Fire / Life Safety Protection
 - f. Energy / Sustainability efficiencies

SPECIAL CONSIDERATIONS:

Design Team Requirement:

1. The firm shall provide examples of current and recent greenhouse and related construction projects of similar size and scope since 2012.
2. The design team shall demonstrate their use of life cycle costing during the design process. Life cycle items include, but are not limited to, energy efficiency, sustainability, and the maintainability of design, materials, and equipment.
3. The firm shall demonstrate ability to clearly communicate and engage the client in appropriate scheduling and cost analysis that maximizes the building potential.
4. The firm shall demonstrate the ability to work with varying stakeholders and partners, including the neighboring community.
5. The firm shall demonstrate ability to advance campus sustainability goals.
6. A history of constructability, accurate cost estimating and designing within a project budget are critical criteria for selection of a designer. Quality control and complete, accurate and fully coordinated contract documents are an important element of the selected design team's services.

REQUIRED CONSULTANT TEAM:

Design Services –construction design, cost estimating, project scheduling, construction oversight that includes assistance with staging concepts for construction, construction and administration, specifically required for design and construction of the project. The services may be from internal or external sources of the Proposer’s firm to include, but not limited to the following:

- Architect - Lead
- Greenhouse Consultant
- HVAC Engineer
- Civil Engineer
- Landscape Architect
- Structural Engineer
- Energy / Sustainability Consultant
- Electrical Engineer – including integration with the existing, lighting and security.
- Fire Life Safety System Consultant
- Telecommunications, data, security, and audio/visual Systems Design.
- Cost Estimating Consultant (unless provided as part of the architectural firm’s services.

Information Contact

The Owner’s agent for purposes of responding to inquiries about the RFP is:

Mark Bollinger
Director of Operations
Metropolitan State University
Suite 321 Founders Hall
700 East 7th Street
Saint Paul, MN 55106-5000

Submission

Sealed proposals from interested firms must be received at the above address not later than, **2:00 PM CST, November 28, 2017:**

The responder shall submit three (3) copies of its RFP response and a flash drive with the RFP response in Microsoft Word 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 not be accepted and 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.

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Metropolitan State University 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, fax number and/or e-mail address. Anonymous inquiries will not be answered.

QUESTIONS REGARDING THIS PROJECT:

To assure potential vendors receive the same information about the Project, only questions submitted by email for clarifications about this RFQ will be addressed. Responder questions must be emailed only to the attention of Mark Bollinger, (e-mail to mark.bollinger@metrostate.edu) **no later than 2:00 PM CST, November 16, 2017** to ensure a web page posting by **4:00 PM CST, Friday, November 17, 2017**. This is the only person authorized to respond to questions regarding this RFQ. When emailing questions, please include the following in the subject line; "RFP question from (firm name)". Questions will be answered by website addenda obtained from the MnSCU Facilities website:

<http://www.finance.mnscu.edu/facilities/design-construction/announcements/index.html>

Responders are responsible for checking the website daily for any updated information on this project that is posted.

No member of the proposing firm or its sub-consultants shall discuss this Request for Proposal (RFP) or the project with any member of the requesting agency from the date of publication of this RFP in the State Register, other than the prescribed communication provisions set forth in this RFP. No member of the proposing firm or its sub-consultants shall have discussions regarding this RFP or project with any member of the requesting agency until after the completion of interviews for this project. Proposals may be rejected by Metropolitan State University if discussions occur with the requesting agency outside the prescribed communication provisions set forth in the RFP.

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.) Responder shall provide a statement to confirm that Firm has available, experienced staff to provide full time observation and roof testing capabilities for the project during construction.

B. COMPANY PROFILE - - 10 points

INFORMATION ON FIRM(S)

For prime firm and each consultant firm provide brief description including:

- Name and location
- Year established
- Legal status
- Ownership
- Staffing by discipline, total staff, and how many employees are located in Minnesota

For each firm with multiple offices, briefly summarize which office will be the primary firm location, which office will do what parts of the project and how many employees in each office will be working on the project.

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. Project Team and Organization of Team - 10 points

Brief statement of team's past or present working relationships

For each team member provide:

- Name and position in firm, include name of firm
- Home base (if in multi-office firm)
- Responsibility on this project
- Years of experience (Note that Section 1.c of this RFP often stipulates requirements for specific team members in this area.)
- Relevant recent experience (if in another firm, so note)
- Registration (including specialty if engineer or abatement designer)
- Specifically address the availability of appropriate personnel and their capacity to accomplish the work within the time constraints

At least one member of the design team shall be a licensed A/E in the State of Minnesota. The Respondent will provide a complete list of all proposed sub-consultants (if applicable), who will be assigned to these projects. Documentation all experience related to the design and construction or remodeling of greenhouses, including specific experience with projects similar to the one that is the subject of this RFP. Factors favorable to a Respondent are the assignment of experienced and highly qualified team members with substantial expertise on similar projects.

D. RELEVANT TEAM EXPERIENCE WITH SIMILAR PROJECTS - - 20 points

For architectural and/or engineering firms, please provide examples of greenhouse projects recently completed (since 2012) or in progress including:

- Photographs, sketches and/or plans
- Name and location
- Brief description (e.g. size, cost, method of contracting, relevance)
- Firm of record indicating the role of each proposed team member on the relevant project.
- Completion date or current status

E. DESCRIPTION OF SERVICES: PROJECT APPROACH, METHODOLOGY, AND WORK PLAN - - 20 points

Describe your understanding of the project, significant issues to be addressed and your specific approach to the planning, design and construction process for this project. Address constraints you perceive that may affect this proposed project.

F. UNIQUE QUALIFICATIONS – 10 points

Briefly summarize your team’s unique qualifications for this project.

G. COST - 30 points

The Respondent shall submit their breakdown of fees per the table shown in Section I, under Project Budget and Fees. The Total Fees will be used to calculate points using following criteria.

The lowest base cost 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 Responder.

- Here is an example: The maximum points awarded for price is: 30. The lowest proposed price is \$100. That Proposal receives 30 points. The second lowest price is \$125. Divide \$100 by \$125. This equals .8. Multiply .8 x 30 = 24. 24 is the number of points to be awarded to that Proposal. The third Proposal is \$140. Divide \$100 by \$140. This equals .71. Multiply .71 x 30 = 21.3 (round to the nearest whole number). 21 is the number of points to be awarded to that Proposal

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

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. **Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time.** For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses **should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include**

the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be currently certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Metropolitan State University reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. Metropolitan State University 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

Notice to Vendors and Contractors

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

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

Problem Resolution Process

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

Affidavit of Non-Collusion

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

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000 all responding vendors are required to complete the Human Rights Certification Information and Affirmative Action Data Page and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota

Bookstore, 660 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

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

Veteran-Owned Preference

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

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

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

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

Insurance Requirements

A. The selected vendor will be required to submit a Certificate of Insurance to the Owners' 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 the Owner 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 MnSCU 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 the Owner 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 the Owner 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.

The Owner 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 the Owner and copies of policies must be submitted to the Owner'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 the Owner 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 MnSCU, 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 MnSCU 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 Minnesota State 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 Metropolitan State University.

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 Metropolitan State University 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

Submission

Submit the attached forms (if applicable).

The remainder of this page was intentionally left blank

**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: _____

**NOTICE TO CONTRACTORS
AFFIRMATIVE ACTION
CERTIFICATION OF COMPLIANCE**

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

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

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

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Freeman Building, 625 Robert Street North, Saint Paul, MN 55155

Phone: 651-296-5663

Toll Free: 800-657-3704

Fax: 651-296-9042

TTY: 651-296-1283

Web: mn.gov/mdhr

Email: compliance.mndh@state.mn.us

Affirmative Action Certification Page, Revised 6/11 – MDHR

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS**

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

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

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

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

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

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

DISABLED INDIVIDUAL CLAUSE

- A. A vendor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take disabled individuals without discrimination based on their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

- B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- C. In the event of a vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
- D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.
- E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 to 5000.3600 are incorporated into any order of Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600 are available from Minnesota Bookstore, 660 Olive Street, St. Paul, Minnesota 55155.

By signing this statement the vendor certifies that the information provided is accurate.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Revised 1/22/09

**STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM**

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

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

1. Principal place of business is in Minnesota.

and

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

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

Claim the Preference

By signing below I confirm that:

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

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

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

Exhibit A

The conceptual project scope consists of the design and construction to provide space for the University and community through remodeling the former Minnesota Department of Agriculture research facility (2,821 gross square feet) and constructing a new addition (about 775 gross square feet) to support the establishment of an urban agricultural **G**ateway for **R**esearch, **O**utreach, **W**orkforce Development, **I**nnovation and **T**eaching (GROW-IT).

GROW-IT Center partners seek to develop an innovative urban agriculture center on St. Paul's East Side. Primary partners are Metropolitan State University (multiple academic departments), Urban Roots and Friends of Swede Hollow; numerous additional community organizations, producers and educators have indicated interest in collaborative programs once the Center is renovated. This year-round learning facility would enable scientists, students and community practitioners to exchange knowledge and grow healthy communities.

The Center will act as a catalyst for:

1. Enhanced higher educational opportunities in existing programs
2. Expanded workforce and entrepreneurial development
3. New associate-to-baccalaureate degrees and career pathways
4. Applied research focused on food and ecology
5. Local plant propagation for public spaces and market gardens
6. Enhanced E-12 STEM education
7. Strengthened community outreach and education
8. Deepened reciprocity in community-university partnerships.

The GROW-IT Center is designed to enhance the lab and field experience approximately twelve (12) existing courses and expand student and faculty research in partnership with community practitioners.

The proposed GROW-IT Center will provide space for the University and community through renovation of the existing facility and a small expansion. Major renovation is anticipated throughout the existing facility to create one bay for research and utilize the remaining area for a larger growing space. New construction will include a demonstration area and teaching space along with an office and accessible toilet rooms to meet code.