



9/30/2024
Facilities

**Bemidji State University /
Northwest Technical College
Request for Proposal for
Comprehensive Facilities Plan and
Utility Master Plan**

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- Affidavit of Non-Collusion (CC.70)
- Workforce and Equal Pay Declaration Page (CC.71)
- RFP-RFQ Response Certification Form (CC.72)
- Preference Form (If Applicable) (CC.73)
- Professional/Technical Services Contract
- Comprehensive Facility Plan - Preliminary Schedule

For Reference Only

- RFP-RFQ Response Instructions (CC.68)
- Certificate Liability Insurance, Example (CC.20)

GENERAL INFORMATION

Background

With 26 community and technical colleges and 7 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 approximately 300,000 students. Fifty-eight percent of the state's undergraduate students attend a Minnesota State college or university. It is the fourth-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/>.

Bemidji State University (BSU), located in northern Minnesota's lake district, occupies a beautiful campus along the shore of Lake Bemidji. The greater Bemidji area numbers 25,000 and serves as a regional commerce and health center. The University enrolls approximately 4,000 students in its undergraduate and graduate programs encompassing liberal arts, interdisciplinary studies and applied fields. The University is a member of the Minnesota State Colleges and Universities System and has a faculty and staff of 500. University signature themes include environmental stewardship, civic engagement, and global/multicultural understanding. For further information about the University, see our web site at: www.bemidjistate.edu

Northwest Technical College (NTC) history dates back to the early 1960s, when Bemidji High School teacher Jake Outwin recognized that the region needed a workforce with the practical skills and knowledge necessary for professional opportunities. With the support of the community and the state of Minnesota, he led an effort to establish the Bemidji Area Vocational Technical Institute, a two-year college that began with two programs, carpentry and automotive mechanics.

That was 1965. Over the past 50 years, the college evolved through several new names and gained new programs in medical, business, child development and other technological fields that met the increasing needs of its learners, the state and the nation. To lead those programs, creative and resourceful professionals brought incredible talent to the college and tirelessly worked to fulfill its mission. The Technical College enrolls approximately 1100 students and staff of 65.

The profile of NTC learners changed with time. To predominately young, local male high school graduates were added more young women, as well as students of many ages and ethnicities. Changes in the college physical plant and new technology advanced learning and teaching success. NTC continues to demonstrate its commitment to developing imaginative leaders who effectively address the challenges of life in a technological society, a pluralistic

nation and a multicultural world. For further information please see our web site at www.ntcmn.edu.

Campus Description:

- Bemidji State University offers 71 undergraduate degree programs with 72 emphases, 23 undergraduate certificate programs, 12 graduate degree programs and 5 graduate certificate programs.
- Northwest Technical College offers 21 associate degree programs, 15 programs resulting in a diploma and 21 certificate programs.
- Bemidji State University - Largest programs by enrollments are in Biology, Business Administration, Psychology, Elementary Education and Nursing.
- Northwest Technical College – Largest programs by enrollments are in Health Sciences, Nursing (LPN & ADN, Electrical Construction / Maintenance, Cosmetology, and Automotive Services / Performance.
- The current BSU/NTC Master Facility Plan was completed in 2014 and the BSU Residential Life Facility Master Plan was completed in 2009 with revisions in 2009 & 2010. The new BSU / NTC Comprehensive Facility Plan is to be completed in December of 2025.
- Master Landscape Plan completed in 2013.
- BSU & NTC Climate Action & Resilience Plan completed in 2023
- BSU’s main campus is comprised of approximately 84 acres on campus and 240 acres at Hobson Forest, and 37 buildings totaling 1.45 million GSF.
- NTC’s main campus is comprised of approximately 17 acres and 5 buildings totaling 97,053 GSF. Plus, 2 leased buildings totaling 18,795 SF.
- BSU academic space totals 808,596 GSF and NTC academic / trade spaces totals 112,982 GSF (includes lease spaces)
- BSU FY2024 Facilities Condition Index was 0.10 FCI and NTC FY2024 Facilities Condition Index was 0.05 FCI
- BSU Major construction and renovation projects:
 - Sattgast Hall Roof Replacement Project (HEAPR): \$2,200,950
 - Medium Voltage infrastructure upgrade (HEAPR): \$2,556,762
 - Hagg Sauer Project and Associated Renovations (Capital Bonding): \$23,569,072

- Academic Energy Controls Upgrade (HEAPR): \$4,250,000
- Sattgast Wild Life Biology Lab Renovation: \$125,000
- John Glas Fieldhouse Renovation: \$411,000
- NTC Major construction and renovation projects:
 - Fire Alarm Upgrade (HEAPR): \$165,000
 - AHU Replacement Project (HEAPR): \$759,500
 - Automotive Lab Renovation: \$535,000
 - Refrigeration Lab Renovation: \$205,000
 - Student Success Center Renovation: \$340,000

Purpose of this Request for Proposal

The Minnesota State Board of Trustees, on behalf of **Bemidji State University / Northwest Technical College**, hereafter referred to as the “Owner”, is soliciting proposals from interested, qualified Vendors, and intends to retain a professional consulting firm to provide Architectural/Engineering services, hereafter referred to as the “A/E”, to develop a new Comprehensive Facilities Plan and Utility Master Plan, hereafter referred to as the “Project”. This RFP is undertaken by **Bemidji State University / Northwest Technical College** pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

The purpose of this Request for Proposal (RFP) is to evaluate and select an A/E to assist the Owner in the performance of its obligations and enforcement of its rights during the project.

The Minnesota State Board of Trustees requires all colleges and universities within the system to maintain and regularly update their campus Comprehensive Facilities Plan (CFP) to ensure short-, mid-, and long-term planning of campus facilities. Campus development, siting of new buildings and structures, and renovation, repair, and renewal of existing facilities shall be consistent with the most current Comprehensive Facilities Plan.

With the current pressures on higher education and its facilities, comprehensive facilities planning has become more critical than ever. The system's overarching goal for campus comprehensive facilities planning is to provide the campus with a framework to align its financial, physical, and academic resources to deliver the best higher education to its students.

The colleges and universities of Minnesota State use their current Comprehensive Facilities Plans when:

- Developing projects for a capital budget or revenue bond request
- Evaluating and improving space utilization
- Acquiring or selling real estate

- Prioritizing repair and replacement needs, and
- Identifying or removing obsolete space.

The utility master planning process develops a road map to ensure that utility systems can reliably and efficiently serve the campus's current and future service needs. The process includes evaluating existing utility system conditions, understanding future service needs, evaluating options for meeting these future needs, and articulating an implementation plan that can guide capital investment projects.

This process can help campuses:

- Determine the capability of existing utility systems to serve future needs.
- Determine efficient and cost-effective ways to meet expected campus needs.
- Determine the magnitude, cost, and timing of needed campus utility projects.
- Develop institutional support for needed projects.
- Create a capital investment plan for needed improvements to the campus utility infrastructure and build resilience to future events.

The scope of utility master planning efforts at Minnesota State colleges and universities will vary based on campus existing conditions and needs, but the plan should articulate a goal statement for which proposed future equipment decisions will serve. Each Utility Master Plan will provide a broad overview of each service provided to the campus – including electrical power, heating, cooling, gas, domestic water, fire water, irrigation, sanitary sewer, storm sewer, compressed air, and standby/emergency generation systems. Additionally, each campus will identify systems that would benefit from an in-depth analysis.

Expected outcomes include documentation of the basic information needed to effectively manage existing utility systems and a proposed implementation plan for future utility projects. In addition to major projects that require capital investment, the implementation plan is expected to include immediately actionable, low-cost strategies that result in operational cost savings. The plan should also identify near-term risks associated with existing infrastructure and equipment as it relates to reliability, capacity, and future serviceability. Taking a comprehensive and intentional approach to utility planning enables system efficiencies that can minimize operational costs and play a key role in sustainability and resilience efforts.

The A/E shall work with the Owner's appointed Project Manager, the Owner's designated Comprehensive Facilities Plan Committee (which will 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 Comprehensive Facilities Plan and Utility Master Plan per the Minnesota State Comprehensive Facilities Plan and Utility Master Plan Guidelines and to ensure that the Plan document is completed on schedule, on Budget and to a level of quality commensurate with the Owner's requirements.

The current Minnesota State Comprehensive Facilities Plan Guidelines are at this link:
https://www.minnstate.edu/system/finance/facilities/capital-development/CFP-Guide-2017-Update_070117.pdf.

The current Minnesota State Utility Master Planning Guidelines are at this link:
<https://www.minnstate.edu/system/finance/facilities/capital-development/UMP-Guidelines-DRAFT-2018-06-25.pdf>.

Project Description

Scope of Services

The consulting team shall perform the following work in conjunction with the campus “Comprehensive Facilities Plan Committee” (which will include representatives of academic and administrative areas, faculty, and students) 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.

The Comprehensive Facilities Plan shall address the following components:

General:

- Provide a Comprehensive Facilities Plan with options that are in the best interest of **Bemidji State University / Northwest Technical College**. The CFP document shall follow the current Minnesota State Comprehensive Facilities Plan Guidelines. [file:///oocad.mnscu.edu/share/Finance/FACILITIES/Capital Development/Planning and Programming/Master Plan/RFP/Template/www.finance.mnscu.edu/facilities/planning-programming/masterplanning/pdf/CFP Update Guidelines Sept 2015.pdf](file:///oocad.mnscu.edu/share/Finance/FACILITIES/Capital%20Development/Planning%20and%20Programming/Master%20Plan/RFP/Template/www.finance.mnscu.edu/facilities/planning-programming/masterplanning/pdf/CFP%20Update%20Guidelines%20Sept%202015.pdf)
- Compile and analyze data from existing studies, plans, and other data sources to ensure a consistent plan for **Bemidji State University / Northwest Technical College** (e.g., campus history, building plans with names and room numbers, space utilization and room scheduling data, deferred maintenance analysis, facilities condition index [FCI], energy benchmarking, academic plans [Academic Master Plan, Higher Learning Commission Self Study, AQIP Systems Portfolio], enrollment and demographics growth/decline, security plan, COPE [Construction Occupancy Protection Exposure] findings, energy management plan, technology plan, and transportation /parking plans).
- Describe facility and property changes since the last Comprehensive Facilities Plan update.
- Coordinate measurable outcomes of the Comprehensive Facilities Plan with guidance provided by **Bemidji State University / Northwest Technical College** recently completed Strategic plan.
- Align with the principles established in the Strategic Framework guidance the Board of Trustees adopted.

- Describe the campus vision for the next 20 years, with specific directions for the next five years.
- Describe the alignment of facilities development with **Bemidji State University / Northwest Technical College** mission and academic goals.
- Describe existing and proposed energy efficiency strategies, including integration of Sustainable Building 2030 goals, B3 energy benchmarking, and Board Policy 5.17. Energy/B3 Benchmarking reports are provided by the system office.
- Evaluate enrollment trends (including projected enrollment for the next five years), program trends and needs, and space requirements. Consider the effects of collaborative programs and public/private partnerships at the campus.
- Describe strategies to improve the utilization of existing facilities. Use space utilization and room scheduling data provided by the system office, as a baseline, to guide the analysis of classrooms and class labs.
- Provide analysis of existing campus spaces such as classrooms, offices, support, building services, etc.
- Address academic, regional, partnership, and workforce needs through space realignment, reconfiguration, and demolition. Proposed capital projects should address deferred maintenance, space utilization, creating flexible space, 'rightsizing' classroom and lab space, and(or) program relocation/consolidation.
- Provide short (1-5 years), mid (6-15 years), and long-term (16-20 years) prioritized capital project improvement scenarios. Scenario descriptions should include dollar amounts, timeframe (short, mid, or long term), and type of funding (Capital, R & R, HEAPR, Revenue Fund, other). Include the amount of affected square footage where applicable.
- Provide "no new square footage" scenario plans.

Site:

- Describe locations and relationships of existing facilities, leased sites, amenities, and surroundings.
- Describe proposed land acquisition or reclamation of existing land for "higher and better use."
- Analyze parking, vehicle circulation issues, transit availability, and pedestrian circulation on campus.
- Describe proposed site improvements and alignment of the existing site with future facility modifications (demolition, renovation, mothballing, or additions).
- Propose campus security improvements as appropriate to the cost (scope) of proposed projects.

Buildings:

- Propose improvement of facilities through addressing deferred maintenance and backlog, Facility Condition Index (FCI) (reports will be provided by the campus or system office), and improving space use.
- Provide floor plans for each campus building, delineating existing rooms by space type (classrooms and class labs, office space, athletics/recreation, shared space, etc.).

- Provide "heat map" floor plans or other data-driven compelling visuals for each building and space type showing actual hours of utilization and occupancy to include credit courses, non-credit courses, academic, academic support, student, and non-Minnesota State use for the 2025 Spring.
- Analyze existing physical plant and infrastructure capacity.
- Describe the scope and funding needed for capital projects.
- Describe existing and proposed technology infrastructure and the projected impact of online classes on academic space needs.

Utility Master Plan:

The consulting team shall develop and complete a campus Utility Master Plan with the campus Utility Master Plan Task Force composed of campus administrative staff, champions of energy efficiency initiatives, facilities management staff, and other interested stakeholders.

The consulting team shall:

- Lead the investigation of current campus utilities with the appropriate campus participants.
- Facilitate discussions to clarify campus goals and objectives related to long-term development needs. Incorporate into the overall proposed strategy a level-set understanding of future climate change-related impacts on energy cost and future anticipated energy consumption patterns.
- Prepare a utility master plan document to share with campus participants and submit to the system office for review at required intervals.
- Make recommendations for future campus infrastructure needs, considering academic, technology facilities, and financial parameters.
- Identify and prioritize key asset preservation projects and simple payback.
- Recommend strategies on how to accomplish a targeted energy consumption reduction plan.

For each campus location, provide a high-level resilience review. Outcomes include identification of the critical infrastructure needed to effectively manage existing utility systems, strategies to mitigate future risks associated with climate change, and a list of priorities to decarbonize and make progress toward energy efficiency goals.

The scope of utility infrastructure requiring risk review include electrical power, heating, cooling, gas, domestic water, fire water, irrigation, sanitary sewer, storm sewer, compressed air, and standby/emergency generation systems. You may find the B3 Guidelines Resilience Tool's Vulnerability Assessment or ASTM WK2996: New Guide for Property Resilience Assessment useful for this review.

Provide an evaluation of the steps needed to integrate the following:

- Renewable energy sources, including a financial model for first cost versus energy savings (payback model) considering replacement costs at end-of-life.
- Evaluation of existing back-up service and potential use of energy storage for both peak shaving and resilience.
- Other specialized energy production or energy conservation measures (e.g. geothermal). Include short-, medium- and long-term equipment considerations where significant physical plant changes are anticipated, for example, multi-phase approach toward a hot water system from high temperature steam.

Other:

- Provide 35%, 65%, and 95% of CFP and UMP drafts to **Bemidji State University / Northwest Technical College** and the System Director of Capital Planning & Analysis for review and comment. The results of these reviews should be incorporated before submitting the final document.
- Present the document and recommendations to the **Bemidji State University / Northwest Technical College** President and Administration.
- Present the plan to the system office alongside the President and **Bemidji State University / Northwest Technical College** administration.
- Provide 5 (Five) copies of the final document, one unbound copy ready for reproduction, and an electronic copy in .pdf format to **Bemidji State University / Northwest Technical College**.
- Provide one (1) electronic copy of the final document in .pdf format to Capital Planning & Analysis at the system office.

Project Budget and Fees

The fee for the scope of services is estimated to range from **\$100,000 - \$125,000**.

The final contract amount will be negotiated with the selected Consultant. The Owner may use the rates provided by the Consultant in response to this RFP to add or deduct services to modify the contract as necessary.

Final contract amount will be negotiated with the selected Vendor. The rates provided by the Vendor in response to this RFP may be used by the Owner to add or deduct services to modify the contract as necessary.

Proposed Project Milestone Schedule

The anticipated overall CFP/UMP schedule is as follows (dates for completion of Work and presentation are approximate):

Milestone	Date
Preliminary kick-off meeting with the system office	January 7, 2025
35% draft CFP completion for review	April 4, 2025
35% draft UMP completion for review	April 4, 2025
65% draft completion for review	August 22, 2025
95% draft completion for review	November 21, 2025
Presentation to the system office*	December 10, 2025
Final CFP+UMP submittal	December 24, 2025

*The presentation date to the system office is approximate and will be finalized when the 95% draft is submitted for review. See attached Preliminary Schedule for more detail.

Selection Process

The selection committee includes the following people VP of Finance & Administration, Director of Facilities, Chief Engineer, Sustainability Project Manager, VP for Academic Affairs, Associate Director of Accessibility Services, Athletic Director, NTC Dean of academic Affairs & Programs and the System Director of Capital Planning & Analysis. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

EVENT	DATE	TIME
RFP advertisement	October 2, 2024	
Information Meeting	October 10, 2024	1:00 pm
RFP Questions due	October 24, 2024	2:00 pm
RFP Addendum posted	October 25, 2024	
Deadline for RFP	October 29, 2024	2:00 pm

EVENT	DATE	TIME
Shortlisting*	November 6, 2024	
Interviews (virtual or in-person)*	Nov 18 – 22, 2024	
Planned selection	November 29, 2024	
Planned contract execution	December 27, 2024	

*The campus reserves the right to award directly based on proposal response.

An interview may occur between November 18 – 22, 2024 if requested by the campus. If the Owner and the Vendor are unable to negotiate and sign a contract by 12/31/24, the Owner reserves the right to seek an alternative Vendor.

Information Meeting Details

A **MANDATORY** Virtual informational meeting will be held on **October 10, at 1:00 pm**. The Owner will review the Request for Proposal, project timeline, and answer questions. See Zoom Link and information below. Voluntary tours of BSU & NTC campuses will be held on October 15 & 16, at 1:00 pm. Meeting location for the tours will be at the **main entrance of Deputy Hall. Park in the Bangsberg Lot and walk to Deputy Hall Main Entrance (See Map below – Building #3 on campus map).**

Join Zoom Meeting

<https://minnstate.zoom.us/j/98329158803>

Meeting ID: 983 2915 8803

Passcode: 978839





Information Contact

Owners' agent for purposes of responding to inquiries about the RFP is:

Name: **Travis Barnes**
Title: **Director of Facilities**
E-mail: **travis.barnes@bemidjistate.edu**

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

If appropriate, a change responding to questions or clarifications may be issued by **the Owner** in the form of addenda to the RFP. All addenda will be posted to **QuestCDN**

Contract

The successful Respondent must meet all the terms and conditions and execute the most current Minnesota State [Professional or Technical Services Contract](#).

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

Contract Term

The Owner desires to enter into a contract with the successful Vendor for **26 months**. The length of such contract will be approximately **14 months of project plus 12-months warranty period**. If the Owner and the Vendor are unable to negotiate and sign a contract by **12/31/2024** then the Owner reserves the right to seek an alternative Vendor.

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 **Bemidji State University / Northwest Technical 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 **Bemidji State University / Northwest Technical College** and the A/E. Prices and terms of the proposal must be valid for the length of the resulting Purchase Order.

Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract in accordance with the 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 Minnesota State.

Deviations and Exceptions

Respondents may propose additional tasks, activities, or alternative suggestions if they will substantially improve the results of their work. These items shall be separated from the required items on the proposal.

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

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or **Bemidji State University / Northwest Technical College** to award a contract or complete the proposed Project work and each reserves the right to cancel this RFP if this action is considered to be in Minnesota State's best interest. **Bemidji State University / Northwest Technical College** also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to reject any and all proposals received in response to this RFP.

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.

Inclusion: Authentically bringing traditionally excluded individuals and/or groups into processes, activities and decision/policy making in a way that shares power

Diversity: The concept of diversity encompasses acceptance and respect. It means understanding that each individual is unique and recognizing those differences. These can be along the dimensions of race, ethnicity, gender, sexual orientation, socio-economic status, age, physical abilities, religious beliefs, political beliefs, or other ideologies.

Equity: The proactive reinforcement of policies, practices, attitudes and actions that produce equitable power, access, opportunities, treatment, impacts and outcomes for all.

Minnesota State: The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of **Bemidji State University / Northwest Technical College**.

Minnesota State System office: The central system office of Minnesota State Colleges and Universities is 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 **Bemidji State University / Northwest Technical College**.

Resilience: The ability of a system and its component parts to anticipate, absorb, accommodate, or recover from the effects of a hazardous event in a timely and efficient manner, including through ensuring the preservation, restoration, or improvement of its essential basic structures and functions.

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

Vendor: The firm selected by Minnesota State as the successful responder responsible for executing the contract terms.

VENDOR REQUIREMENTS

Required Vendor Team

- Architect licensed in Minnesota for Architectural Services, as applicable – including architectural design, project management and project scheduling that includes assistance with staging concepts for construction, and construction administration.
- Mechanical Engineer, licensed in Minnesota – to include fire protection and integration of the campus energy management system
- Electrical Engineer, licensed in Minnesota
- Civil Engineer, licensed in Minnesota
- Cost Estimating
- Energy Modeler
- Structural Engineer, licensed in Minnesota
- Landscape Architect, licensed in Minnesota

RESPONSE CONTENTS AND EVALUATION

Scoring Criteria

Criteria described below, based upon the **100 point** scale, will be used to evaluate Respondents' proposal. Minnesota State is committed to closing the educational and economic equity gaps across race and ethnicity, socioeconomic status, and geographic location. The scoring criteria intentionally integrates the principles of diversity, equity, and inclusion. 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

Responder's proposal must be submitted on time.

Attendance at mandatory information meeting

Company Profile – 10 points

Summarizes the firm's attributes, resources, and culture. Factors favorable to a Respondent will be stability of the Respondent's business, diversity and inclusion practices, and greater length of experience that would contribute to the Respondent's performance on this project. Other firm profile characteristics to share could include any of the following as applicable:

- Length of time the firm has been in practice
- Ability to demonstrate a service and support approach that serves the interests of the Owner on this project
- A detailed and wide-ranging quality assurance plan for all elements of work the Respondent would perform on this project
- Sophisticated and state-of-the art information technology in its performance of its project duties
- A diverse leadership and workforce composition
- A mentorship program for underserved populations
- Strong commitment to engage or volunteer with minority communities
- A number of pro bono projects in diverse or economically disadvantaged communities
- Firm is geographically near (within # miles) the proposed project site
- Other characteristics important to the campus

Project Team – 22 points

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. Include summary resumes of all team members, stating the years of each with the company, as well as qualifications and special expertise, including specific planning experience 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 include:

- The assignment of experienced and **diverse** team members with substantial expertise on similar projects.
- 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 energy efficiency improvement strategies, suggest estimated total project costs, assess academic program needs, and project future space needs based on that data.

Provide a brief statement of the Team's past or present working relationships. Explain how each separate design sub-Vendor will be utilized (e.g. major role during portions of the design, not participating during construction, 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 licensed professionals, (include specialty if Professional Engineer)
- Experience with projects in diverse communities

Relevant Team Experience – 24 points

The Respondent will briefly summarize their experience with college or university planning and comprehensive facilities planning in a similar campus-type environment. Municipal, corporate, or other relevant **campus** planning may be included. Prior experience must demonstrate the Respondent's ability to:

- evaluate facilities utilization (to include room scheduling),

- evaluate conditions,
- understand deferred maintenance condition assessments,
- incorporate energy efficiency improvement strategies,
- suggest projects and potential total project costs,
- evaluate multiple campuses,
- assess academic program needs,
- project future space needs based on data, and
- utilize data from VFA, and B3 benchmarking, and EMS scheduling software to provide data informed decisions for the College

Project summaries must expressly describe the scope of work, scale and complexity, and geographic location of each. The summary should include the following:

- A. Projects at Minnesota State campuses, 2014 to present.
- B. The members of your proposed team for the present project that worked on the previous project and in what capacity.
- C. Non-Minnesota State projects were completed from 2014 to the present. The Respondent shall provide the name of the Owner and the name of an Owner's contact person, along with the phone number and email address for these projects.

In addition to the summary described above, the Respondent shall provide an electronic copy, in PDF format, of **three (3)** comprehensive facilities planning/master planning documents completed by the Respondent from 2014 to the present. These documents do not count toward the proposal page limit listed in Section IV.

The Owner reserves the right to confirm the information provided independently. The Owner reserves the right to refer to its references anytime during the RFP process.

Project Approach – 22 points

The Respondent should describe its understanding of the Comprehensive Facilities Plan development process and its approach and methodology. Please describe the anticipated difficulties or challenges in providing services to the Owner on this project, how it expects to manage those difficulties or challenges, and what assistance it requires from the Owner for such management. Provide a proposed schedule with critical milestones and review times necessary to complete the CFP.

Confirm and define the scope of services and deliverables for the Comprehensive Facility Plan and the Utility Master Plan that will be provided within a Base Fee. Separately, note any added value Services. Clearly delineate the following:

1. Services and deliverables to be performed by the respondent

2. Tasks and deliverables to be performed by **Bemidji State University / Northwest Technical College** and system office

Fee – 22 points

Provide a lump sum fee for all services to provide the CFP and UMP (listed separately). Also, list for each of the phases of the project work, 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** in 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 basis.

Fees for any supplemental service proposed by the A/E to add value to the project must be separated from the lump sum fee.

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 proposer's 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.

Minnesota State Preference – 6 points (extra)

In accordance with M.S. 16C.16, eligible certified targeted group (TG) Vendors will receive a six percent (6%) preference as a basis of award. 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. To be eligible for the targeted group (TG) preference, Vendors must submit evidence of certification by one of Minnesota State's recognized certifying agencies:

- a. [State of Minnesota – Department of Administration](#)
- b. [Central CERT Certification Program \(CERT\)](#)
- c. [North Central Minority Supplier Development Council \(NCMSDC\)](#)
- d. [Women's Business Development Center \(WBENC\)](#)

ADDITIONAL RFP RESPONSE & CONTRACT REQUIREMENTS

Requirements

Rights Reserved

Notwithstanding anything to the contrary, the Minnesota State Colleges and Universities reserves the right to:

1. Cancel the Request for Qualifications 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 RFQ by posting Addenda on 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 Article 21 of the Professional/Technical Service Contract 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](#).

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.

Affidavit of Non-Collusion (CC.70)

All respondents shall complete this form (CC.70) and submit with their response to this request for proposals.

Workforce and Equal Pay Declaration Page (CC.71)

The Respondent must complete the State of Minnesota – Workforce and Equal Pay Declaration page and submit it with their response. If the Response to this solicitation could be greater than or equal to \$100,000, then the Responder must obtain a Workforce Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. 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”.

If the Response to this solicitation exceeds \$500,000, then the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution.

A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months.

<https://mn.gov/mdhr/certificates/workforce-certificate/>

Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

RFQ/RFP Response Certification Form (CC.72)

In accordance with Minnesota State this attests that the RFP on-line response is accurate, the firm has adequate staff and will enter into the Work promptly, is familiar with and willing to sign the Minnesota State contract(s), the firm has no actual or apparent conflict of interest with the entities of this contract, and no facts or circumstances could give rise to an organizational conflict of interest.

Minnesota State Preference Form (CC.73)

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.

State Audit

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

Minnesota Government Data Practices Act

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

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

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

Conflict of Interest

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

Organizational Conflicts of Interest

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

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 **Bemidji State University / Northwest Technical College**.

The Vendor shall recognize the sole and exclusive right of Minnesota State 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 **Bemidji State University / Northwest Technical College** from any and all liabilities and claims resulting from the unauthorized disclosure by the Vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The Vendor must return all source data to the “Authorized Representative” to be identified in the contract.

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 20 pages (faces), not counting the cover, cover letter, signature page, index, section divider tab sheets, and required attachments, and the three (3) comprehensive facilities planning/master planning example documents.

Responding

Online submission will be received electronically through QuestCDN by the date and time shown in the Selection and Implementation Timeline Section of this RFP. Reference the Architect/Engineer RFP On-Line Response Instructions (ST.21)

Thank you!



MINNESOTA STATE

**30 East 7th Street, Suite 350 | St. Paul, MN 55101-7804
651-201-1800 | 888-667-2848**

[MinnState.edu](https://www.mnstate.edu)

This document is available in alternative formats to individuals with disabilities. To request an alternate format, contact Human Resources at 651-201-1664. Individuals with hearing or speech disabilities may contact us via their preferred Telecommunications Relay Service.

Minnesota State is an affirmative action, equal opportunity employer and educator.

Affidavit of Non-Collusion

State of Minnesota
Request for Proposals

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 [INSERT PROJECT NAME] 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: [INSERT COMPANY NAME]

Print name of

Authorized Representative [INSERT AUTHORIZED REPRESENTATIVE NAME] Title: [INSERT TITLE]

Authorized Signature _____ Date [INSERT DATE mm/dd/yyyy]

Notary Public

Subscribed and sworn to before me this:

[INSERT DAY] day of [INSERT MONTH, YEAR]

Notary Public signature

[INSERT COMMISSION EXPIRATION DATE mm/dd/yyyy]

Workforce and Equal Pay Declaration Page

This form is **required for all businesses** executing government contracts under the following:

Select one:

- Businesses executing a contract with **State or Metropolitan agencies** in excess of \$100,000 ([Workforce Certificate](#)) and, if applicable, \$500,000 ([Equal Pay Certificate](#))
- Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of \$100,000 ([Workforce Certificate](#)) and, if applicable, \$500,000 ([Equal Pay Certificate](#))
- Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of \$250,000 ([Workforce Certificate](#)) and, if applicable, \$1,000,000 ([Equal Pay Certificate](#))

Select all that apply:

We are a certificate holder:

- Workforce Certificate under the name: _____
- Equal Pay Certificate under the name: _____

We are applying/have applied for the following certificate(s):

- Workforce Certificate Application date (MM/DD/YYYY): _____
- Equal Pay Certificate Application date (MM/DD/YYYY): _____

We have not applied for one or both certificates:

- Our company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce Certificate and, if applicable, Equal Pay Certificate, or approved exemption by the Minnesota Department of Human Rights is required before a contract can be executed.

We are Exempt:

- We attest to the Minnesota Department of Human Rights that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. The Minnesota Department of Human Rights may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.
- We believe our company is exempt because _____
The Minnesota Department of Human Rights will review and determine if your company is exempt.

Business Information

Vendor/Supplier ID	Business Name	Name of Contracting Agency
Authorized Signatory Name	Title	Date
Signature	Email	Phone

For assistance with this form, email the Minnesota Department of Human Rights Compliance.MDHR@state.mn.us



RFP/RFQ Response Certification Form

[RESPONDENT FIRM NAME]

[RESPONDENT ADDRESS]

[RESPONDENT PHONE NUMBER]

[RESPONDENT CONTACT NAME]

[RESPONDENT EMAIL ADDRESS]

This form must be submitted with your ON-LINE RFP/RFQ Submittal.

We, the undersigned, being familiar with the local conditions affecting the Cost of the Work and with the applicable Contract Documents, including the Request for Proposal, Contract Terms, General Conditions of the Contract for Construction as amended therein, Special Conditions, Predesign, other documentation, and all Addenda Numbers and in accordance with the provisions thereof, hereby propose to furnish design services necessary for the proposed Project and attest that:

1. RFP/RFQ Submittal contents are accurate to the best knowledge of the undersigned,
2. Is committed to entering into the work promptly, if selected, by assigning the persons named along with adequate staff to meet the requirements of the work,
3. Is familiar with the terms of Minnesota State’s contracts, and is willing to sign contract(s), if selected,
4. There are no entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this RFP/RFQ, and
5. There are no relevant facts or circumstances that could give rise to organizational conflicts of interest, except as otherwise disclosed.

CERTIFICATION:

By signing this statement, I certify that as an owner or officer of the company, the appropriate person has executed the Certification on behalf of the Respondent, required by applicable articles, by-laws, resolutions or ordinances; and, that the information provided above is complete and accurate.

[RESPONDENT FIRM NAME]

Authorized Signature: _____

[RESPONDENT FIRM NAME]

[RESPONDENT TITLE]

[INSERT DATE mm/dd/yyyy]

STATE OF MINNESOTA

MINNESOTA STATE PREFERENCE FORM

In accordance with M.S. 16C.16, eligible certified targeted group (TG) Vendors will receive a six percent (6%) preference as a basis of award. Preference will only be allowed if the Vendor is certified prior to the response date. The targeted group (TG) preference is applied only to the first \$2,000,000 of the bid/proposal. 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. To be eligible for the targeted group (TG) preference, Vendors must be certified by one of Minnesota State's recognized certifying agencies:

- a. [State of Minnesota – Department of Administration](#)
- b. [Central CERT Certification Program \(CERT\)](#)
- c. [North Central Minority Supplier Development Council \(NCMSDC\)](#)
- d. [Women's Business Development Center \(WBENC\)](#)

The Vendor shall designate their company's status below.

ARE YOU A CERTIFIED, TARGETED GROUP VENDOR? ___ Yes ___ No

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the targeted group preference.

Claim the Preference

By signing below I confirm that:

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

- The business has been certified by one of Minnesota State's recognized certifying agencies as being a targeted group (TG) business.

[NAME OF COMPANY]

[INSERT DATE mm/dd/yyyy]

Authorized Signature: _____

[TELEPHONE NUMBER]

[PRINTED NAME]

[INSERT TITLE]

Attach a copy of your firm's certification letter and sign and return this form with your solicitation response to claim the TG preference.



[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN ITALICS AND BRACKETS. PLEASE COMPLETE EVERY FIELD AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS.]

PROFESSIONAL and TECHNICAL SERVICES CONTRACT

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 ***[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]*** (hereinafter “Minnesota State”), and ***[INSERT CONTRACTOR’S LEGAL NAME AND FULL ADDRESS. DO NOT ONLY USE A PO BOX.]***, an independent Contractor, not an employee of the State of Minnesota (hereinafter “Contractor”).

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

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

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

[DELETE THE FOLLOWING CLAUSES IF CONTRACTOR IS NOT AN INDIVIDUAL. IF CONTRACTOR IS AN INDIVIDUAL, THEY MUST BE INCLUDED.]

WHEREAS, the Contractor represents that they are not a current state employee, and

WHEREAS, the Contractor represents that they have 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., January 29, 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., June 15, 2022)]*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The Contractor understands that no work should begin under this contract until all required signatures have been obtained and the Contractor is notified to begin work by an authorized representative of Minnesota State.

2. **CONTRACTOR'S DUTIES. The Contractor will:**

[PROVIDE SUFFICIENT DETAIL IN THE DUTIES SO THAT YOU CAN HOLD THE CONTRACTOR ACCOUNTABLE FOR THIS WORK. DO THIS BY EITHER: 1) LISTING THE CONTRACTOR'S DUTIES, DELIVERABLES, AND COMPLETION DATES WITH PRECISE DETAIL HERE OR 2) USING AN EXHIBIT THAT CONTAINS THE PRECISE DUTIES AND DELIVERABLES, NOT THE "PROPOSAL". YOU MUST INDICATE THAT AN EXHIBIT IS INCORPORATED INTO THE CONTRACT, SUCH AS "Perform the duties specified in Exhibit A, which is attached and incorporated into this contract."]

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

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

i. **Compensation** of *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g, Fifty and 00/100 Dollars (\$50.00) for eighty (80) hours. EXPLAIN HOW THE CONTRACTOR WILL BE PAID BY INSERTING A RATE OF PAY OR BREAKDOWN. EXAMPLES: "IN ACCORDANCE WITH THE BREAKDOWN OF COSTS AS SET FORTH BELOW." NOTE: CAUTION MUST BE EXERCISED IF PAYMENT BY THE HOUR IS UTILIZED. IF DELIVERABLES CAN BE SUCCINCTLY DEFINED, IT IS GENERALLY PREFERABLE TO STRUCTURE PAYMENT BASED ON THE SUCCESSFUL COMPLETION AND ACCEPTANCE OF SPECIFIC TASKS OR DELIVERABLES.]*

ii. **Reimbursement** for travel and subsistence expenses actually and necessarily incurred by the Contractor in performance of this contract in an amount not to exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS (e.g., One Hundred Twenty and 00/100 Dollars (\$120.00). IF NONE, INSERT "Zero Dollars (\$0.00)]* provided that Contractor shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations attached hereto. *[ATTACH IF APPLICABLE; DO NOT ATTACH IF NOT APPLICABLE]* The Contractor shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from an authorized representative of Minnesota State.

iii. The **total obligation** of Minnesota State for all compensation and reimbursement to the Contractor shall not exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS, e.g. Four Thousand One Hundred Twenty and 00/100 Dollars (\$4,120.00).]*

b. **Terms of Payment.**

i. Payment shall be made by Minnesota State promptly after the Contractor's presentation of invoices for services performed and acceptance of such services by an authorized representative of Minnesota State. All services provided by the Contractor 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 Contractor 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 Contractor according to the following schedule:

[USE TERMS OR PHRASES SUCH AS WEEKLY, MONTHLY OR WITHIN CALENDAR DAYS FOLLOWING COMPLETION OF SERVICES OR IF THERE ARE SPECIFIC DELIVERABLES, PHASES, TASKS, LIST HOW MUCH WILL BE PAID FOR EACH.]

- 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 Contractor. In the event of such termination, Contractor 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 the Contractor submits documentation required by the Internal Revenue Service indicating that the Contractor 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 Contractor. To the extent that Minnesota State does not withhold these taxes for any reason, Contractor agrees to indemnify and hold Minnesota State harmless for any taxes owed and any interest or penalties assessed.
- iv. **Entertainers.** Pursuant to Minnesota Statutes 290.9201, Minnesota State is required to withhold a **two percent (2%)** tax on the gross compensation, including reimbursable expenses, paid to non-Minnesota entertainers for any performance in Minnesota.

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

Name:
Address:
Telephone:
E-Mail:

Such representative shall have final authority for acceptance of the Contractor'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 Contractor's authorized representative for the purpose of administration of this contract is:

Name:
Address:
Telephone:
E-Mail:

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 Contractor. In the event of such a cancellation, the Contractor 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 Contractor 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 Contractor 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 Contractor shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of Minnesota State.

7. **LIABILITY.**

The Contractor shall indemnify, save, and hold Minnesota State, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by Minnesota State, arising from the performance of this contract by the Contractor or Contractor's agents or employees. This clause shall not be construed to bar any legal remedies the Contractor may have for the failure of Minnesota State to fulfill its obligations pursuant to this contract.

8. **WORKERS' COMPENSATION.**

The Contractor certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The Contractor'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 the obligation or responsibility of Minnesota State.

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 Contractor or its employees individually or

jointly with others, or any subcontractors shall identify Minnesota State as the sponsoring agency and shall not be released prior to receiving the approval of an authorized representative of Minnesota State.

10. **MINNESOTA STATUTES §181.59.**

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

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

11. **DATA DISCLOSURE.**

a. As a condition of this contract, the 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 the Contractor to file state tax returns and pay delinquent state tax liabilities. **This contract will not be approved unless these numbers are provided.**

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

12. **GOVERNMENT DATA PRACTICES ACT.**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Contractor 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 Contractor 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 Contractor or Minnesota State.

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

[IF THE SERVICES PROVIDED BY CONTRACTOR INCLUDE ACCESS TO, STORAGE, OR TRANSMISSION OF EDUCATION RECORDS OR EDUCATION DATA, CONTACT THE OFFICE OF GENERAL COUNSEL FOR ADDITIONAL CONTRACT PROVISIONS REGARDING DATA SECURITY. IF YOU HAVE ANY OTHER PRIVACY CONCERNS ABOUT THIS CONTRACT, PLEASE CONTACT THE OFFICE OF GENERAL COUNSEL IN ADVANCE OF SENDING THIS CONTRACT TO THE OTHER PARTY.]

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

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

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

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

If such a claim or action arises, or in the Contractor's or the opinion of Minnesota State is likely to arise, the Contractor shall, at the discretion of Minnesota State, 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 Contractor 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 Contractor 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. **FORCE MAJEURE.**

No party to this contract shall be responsible for any delays or failure to perform any obligation under this contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

20. **PAYMENT CARD INDUSTRY DATA SECURITY.**

[INCLUDE PROVISION IF THE SERVICES INVOLVE STORAGE, PROCESSING OR TRANSMITTAL OF PAYMENT CARD ACCOUNT NUMBERS. DELETE THIS CLAUSE IF INAPPLICABLE.]

a. The Contractor acknowledges that it is responsible for the security of cardholder data it possesses or otherwise stores, processes, or transmits on behalf of the Minnesota State, or to the extent that it could impact the security of the cardholder data environment of Minnesota State. For purposes of this section, "cardholder data" means any personally-identifiable data associated with a cardholder's payment, including but not limited to: primary account number, expiration date, card type, name, address, social security number, and card validation code.

- b. The Contractor affirms that, as of the date of this agreement, it has complied with the all applicable requirements of the most current, published version of the following:
 - i. the requirements of the Payment Card Industry Data Security Standard (“PCI DSS”), as modified from time to time by the PCI Security Standards Council (“PCI SSC”), or similar standards required by payment card associations or the PCI SSC;
 - ii. the Visa Cardholder Information Security Program that are set forth in the Visa Operating Regulations or that are otherwise issued by Visa U.S.A., Inc.;
 - iii. the requirements of the MasterCard Site Data Protection Program that are set forth in the MasterCard Security Rules and Procedures or that are otherwise issued by MasterCard; and
 - iv. any other laws or regulations concerning the protection and security of cardholder data.
- c. The Contractor affirms it has performed the necessary steps to validate its PCI DSS compliance.
- d. Any service providers that the Contractor uses to perform services for Minnesota State (a “secondary service provider”) must also be PCI DSS compliant. The Contractor agrees to exercise reasonable due diligence that all of its service providers, agents, business partners, contractors, subcontractors or any person or entity that may have access to Minnesota State cardholder data maintain PCI DSS compliance and validation.
- e. The Contractor agrees to supply a copy of Contractor’s annual attestation of compliance (AOC) signed by a Qualified Security Assessor (QSA) (i) on or before the date this Agreement is signed by Minnesota State, and (ii) within ten (10) days after each anniversary of the date this Agreement is signed Minnesota State. The Contractor further agrees to provide, upon request, answers to a written information security questionnaire provided by Minnesota State regarding Contractor’s business practices and handling of cardholder data.
- f. The Contractor will immediately notify Minnesota State if it or a secondary service provider is no longer PCI DSS compliant and will immediately provide Minnesota State the steps being taken to remediate the non-compliant status. Non-compliant status includes, without limitation, expiration of current Report on Compliance, Self-Assessment Questionnaire and AOC, de-certification of a PCI SSC published solution or service, or report of security incident.
- g. The Contractor will immediately notify Minnesota State in the event that security vulnerabilities are identified within its environment or the environment of any secondary service provider that have not or cannot be remediated within five (5) business days.
- h. The Contractor acknowledges that it will indemnify Minnesota State for any failure of Contractor or secondary service provider to be and to remain PCI DSS compliant and for any failure of Contractor or secondary service provider to maintain the security of cardholder data that it possesses.
- i. If the Contractor uses secondary service provider(s) for system implementation, integration, management, support or other services, Contractor will provide to Minnesota State:

- i. The current status of the secondary service provider's PCI DSS compliance status, and evidence of its most recent validation of compliance.
- ii. Full documentation, including but not limited to data flow, network segmentation, hardware, application diagrams, and narratives for any point-to-point Encryption implementation; and
- iii. Full documentation of the original solution providers design specifications or guidelines, including but not limited to, hardware specification, operating system, application, services, database, encryption, or any other component that contributes to the overall solution.
- j. If the Contractor breaches in any material respect its obligations under this subsection, in addition to any other right or remedy, Minnesota State may terminate this contract in the event that the breach is not cured within thirty (30) days after receipt of written notice of the breach. Upon such termination, the Contractor will work in good faith with Minnesota State to transition to another service provider.
- k. In the event of any suspected, alleged or confirmed loss, disclosure, theft or compromise of cardholder data or card transaction information relating the cardholder data services (a "Compromised Data Event"), the Contractor shall immediately notify (i) Chief Information Officer of Minnesota State by telephone and email and (ii) in the manner required in the PCI DSS requirements and applicable law. Contractor shall fully cooperate with any examinations provided for in the preceding paragraph. Upon the Contractor's suspected or actual discovery of a Compromised Data Event, the Contractor will not alter or destroy any related records and will maintain complete and accurate documentation regarding any modifications made to the records.
- l. The Contractor shall indemnify, defend and hold Minnesota State and its trustees, faculty members, students, employees, agents and Contractors harmless from actions, suits, claims, losses, costs, judgments, fines, penalties (including any fines or penalties imposed on Minnesota State by Payment Card Companies or their acquiring banks), and expenses (including reasonable attorneys' and investigative fees), arising out of the Contractor 's failure to comply with the representations and warranties in this Agreement.

21. **INSURANCE. [OPTIONAL: YOU MUST INCLUDE INSURANCE IF TRAINING INVOLVES ANY RISK OF PHYSICAL INJURY IF IN DOUBT CONTACT SYSTEM OFFICE RISK MANAGEMENT WITH QUESTIONS. IF NOT REQUIRED BY RISK MANAGEMENT, DELETE ENTIRE INSURANCE SECTION AND RE-NUMBER THE REST OF THE CONTRACT]**

- a. The Contractor shall submit an ACORD Certificate of Insurance to an authorized representative of Minnesota State prior to execution of this contract.
- b. The Contractor shall maintain and furnish satisfactory evidence of the following:
 - i. **Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all its employees and, in case any work is subcontracted. The Contractor shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including

Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee, \$500,000.00 bodily injury by disease aggregate, and \$100,000.00 bodily injury by accident.

- ii. **Commercial General Liability.** The Contractor shall 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 this contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed under this contract.

The minimum insurance amounts will be:

- \$2,000,000.00 per occurrence;
- \$2,000,000.00 annual aggregate applying per project or location;
- \$2,000,000.00 annual aggregate applying to Products and or Completed Operations

In addition, the following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage,
- Personal Injury and Advertising Injury,
- Products and Completed Operations Liability,
- Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent,
- Pollution Exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent,
- Independent Contractors (let or sublet work),
- Waiver of Subrogation in favor of Minnesota State,
- Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU).

Name the following as Additional Insureds, to the extent permitted by law:

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the College or University, the State of Minnesota, officers and employees of the State of Minnesota, as additional named insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

- iii. **Commercial Automobile Liability.** The Contractor shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under this contract, and in case any work is subcontracted the Contractor will require the subcontractors to maintain Commercial Automobile Liability insurance.

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 coverage shall be included:

- Owned, Hired, and Non-owned

c. Additional Insurance Conditions:

- The Contractor'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 Contractor's performance under this contract:
- If the Contractor receives a cancellation notice from an insurance carrier affording coverage herein, the Contractor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minnesota State.
- The Contractor is responsible for payment of this contract related insurance premiums and deductibles;
- The Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits;
- The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of this contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by this contract.

d. Errors and Omissions (E&O) Insurance.

[Generally, Errors & Omissions Insurance is required if the services provided are professional in nature (accounting, architect, etc...) Contact Risk Management if you have questions as to whether E & O Insurance is necessary. If applicable, insert the following, otherwise delete this clause and renumber.]

The Contractor shall maintain insurance protecting it from claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Contractor's services required under this contract. The minimum insurance amounts will be:

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

The Contractor shall submit a certified financial statement providing evidence the Contractor has adequate assets to cover any applicable E & O policy deductible.

- e. Minnesota State reserves the right to immediately terminate this contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be available for inspection by Minnesota State and copies of policies must be submitted to an authorized representative of Minnesota State upon written request.

22. **[DELETE THIS CLAUSE IF THE TOTAL CONTRACT VALUE IS UNDER \$100,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.] WORKFORCE CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEE IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.**

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

- a. Covered Contracts and Contractors. If the contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Pts 5000.3400-5000.3600. The business must have a workforce certificate from the Commissioner of Human Rights or certify in writing that it is exempt. The Contractor must obtain a [Workforce Certificate](#) from the Minnesota Department of Human Rights (MDHR) or complete the [Declaration Page](#) for exemption prior to contract execution
- b. Minnesota Statutes Section 363A.36. Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter Commissioner) as indicated by a workforce certificate. The law addresses suspension or revocation of a workforce certificate and contract consequences in that event. A contract awarded without a workforce certificate may be voided.
- c. Minnesota R. 5000.3400-5000.3600.
 - i. **General.** Minnesota R. 5000.3400-5000.3600 implement Minnesota Statutes §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - ii. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers.
 - A. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading,

demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

- iii. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or Minnesota State.
- iv. **Certification.** The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

23. ***[DELETE THIS CLAUSE IF THE TOTAL CONTRACT VALUE IS UNDER \$500,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.]*** EQUAL PAY CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$500,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRIMARY PLACE OF BUSINESS.

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

- a. Covered Contracts and Contractors. If the amount of this contract is in excess of \$500,000.00 and the Contractor has 40 or more full-time employees in Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, the Contractor must comply with the requirements of Minnesota Statutes §363A.44 prior to contract execution. The Contractor must obtain an [Equal Pay Certificate](#) from the Minnesota Department of Human Rights (MDHR) or claim an exemption on the [Declaration Page](#) prior to

contract execution. The Contractor is exempt if it has not employed more than 40 full-time employees on a single working day in one state during the previous 12 months.

- i. Consequences. The consequences for the Contractor's failure to secure and comply with Minnesota Statutes §363A.44 or make a good faith effort to do so, include but are not limited to, suspension or revocation of a certificate of Compliance by the Commissioner, and termination of all or part of this contract by the Commissioner or Minnesota State.
- ii. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.44 and applicable rules and regulations and is aware of the consequences for noncompliance.

24. **CLERICAL ERROR.**

Notwithstanding Clauses "Assignment, Amendments, and Entire Agreement" of this contract, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this contract without executing an amendment. Minnesota State must inform the Contractor of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

25. **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.

26. **OTHER PROVISIONS.**

[IF "NONE", WRITE "NONE"]

[IF ADDING OTHER PROVISIONS OR ATTACHMENTS THAT IMPACT OR CONFLICT WITH WHAT IS STATED IN THE CONTRACT, SEEK ASSISTANCE FROM SYSTEM LEGAL COUNSEL.]

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

[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]

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

APPROVED:

1. CONTRACTOR:

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor 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:

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

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]:

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)

Title

Date

Comprehensive Facilities Plan
Preliminary Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	3rd Quarter		4th Quarter					1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter		
						Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May			
1		Comprehensive Facilities Plan	346 days	Mon 9/2/24	Mon 12/29/25																									
2		Develop RFP	22 days	Mon 9/2/24	Tue 10/1/24																									
3		Develop Selection Committee	22 days	Mon 9/2/24	Tue 10/1/24																									
4		Develop Project & Budget in Workday	22 days	Mon 9/2/24	Tue 10/1/24																									
5		Designer Selection	63 days	Wed 10/2/24	Fri 12/27/24																									
6		RFP Advertisement	20 days	Wed 10/2/24	Tue 10/29/24																									
7		Informational Meeting	1 day	Thu 10/10/24	Thu 10/10/24																									
8		BSU & NTC Campus Tours	2 days	Tue 10/15/24	Wed 10/16/24																									
9		RFP Questions Due	1 day	Thu 10/24/24	Thu 10/24/24																									
10		RFP Addendum Posted	1 day	Fri 10/25/24	Fri 10/25/24																									
11		RFP Due at 2:00 pm	0 days	Tue 10/29/24	Tue 10/29/24																									
12		Selection Committee reviews RFPs	5 days	Wed 10/30/24	Tue 11/5/24																									
13		Selection Committee Shorts list Consultant	1 day	Wed 11/6/24	Wed 11/6/24																									
14		Notify Selected consultants for interview	2 days	Thu 11/7/24	Fri 11/8/24																									
15		Selection Committee Develops Interview questions	5 days	Mon 11/11/24	Fri 11/15/24																									
16		Potential Interviews	5 days	Mon 11/18/24	Fri 11/22/24																									
17		Selection Committee Selects Consultant	5 days	Mon 11/25/24	Fri 11/29/24																									
18		Contract / PO Execution	20 days	Mon 12/2/24	Fri 12/27/24																									
19		Notice to Proceed	0 days	Fri 12/27/24	Fri 12/27/24																									
20		Develop Document Review Committee	10 days	Mon 12/2/24	Fri 12/13/24																									
21		Document Design	235 days	Mon 12/30/24	Fri 11/21/25																									
22		Preliminary Kick off Meeting w/ Capital Planning & Analysis (System Office)	10 days	Mon 12/30/24	Fri 1/10/25																									
23		35% CFP Document Design by Consultant (Existing Conditions)	60 days	Mon 1/13/25	Fri 4/4/25																									
24		35% UMP Document Design By Consultant	60 days	Mon 1/13/25	Fri 4/4/25																									
25		Committee Reviews 35% CFP & UMP Document design	15 days	Mon 4/7/25	Fri 4/25/25																									
26		65% Document Design by Consultant	85 days	Mon 4/28/25	Fri 8/22/25																									
27		Committee Reviews 65% Document design	15 days	Mon 8/25/25	Fri 9/12/25																									
28		95% Document Design by Consultant	20 days	Mon 9/15/25	Fri 10/10/25																									
29		Committee Reviews 95% Document design	10 days	Mon 10/13/25	Fri 10/24/25																									
30		Finalize 100% Comprehensive Facilities Plan	20 days	Mon 10/27/25	Fri 11/21/25																									
31		Schedule Presentation with System Office	15 days	Mon 11/24/25	Fri 12/12/25																									
32		Present Facilities Plan to system office	1 day	Mon 12/15/25	Mon 12/15/25																									
33		Final CFP & UMP submittal	10 days	Tue 12/16/25	Mon 12/29/25																									
34		Comprehensive Facilities Plan Complete	0 days	Mon 12/29/25	Mon 12/29/25																									

Project: Comprehensive Facilities Plan
Date: Wed 10/2/24

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			