



Minnesota
STATE COLLEGES
& UNIVERSITIES

MINNESOTA STATE COLLEGES AND UNIVERSITIES

St. Cloud State University

**REQUEST FOR PROPOSAL (RFP) FOR
OWNER'S REPRESENTATIVE SERVICES**

for

**Student Health & Academic Renovation
Eastman Hall**

January 12, 2015

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Attachments:

1. Affidavit of Non-collusion
2. Data Disclosure Information
3. Owner's Representative Contract
4. Commissioner's Expense Reimbursement
5. Affirmative Action Certificate of Compliance
6. Certificate Regarding Lobbying
7. Owners Representative Services Matrix

Section I: Introduction

The Minnesota State Colleges and Universities (MnSCU) is the fifth-largest higher education system in the U.S. and is comprised of 32 two-year and four-year state colleges and universities with 54 campuses located in 46 Minnesota communities. MnSCU colleges and universities serve about 250,000 students in credit-based courses and produce about 34,000 graduates a year.

The MnSCU Board of Trustees, on behalf of St. Cloud State University hereafter referred to as the “Owner”, is soliciting proposals from interested, qualified consultants, and intends to retain a professional consulting firm to provide Owner’s Representative services to assist with the design and/or construction coordination of the described facilities improvement(s), hereafter referred to as the “Project”.

Selection of vendors shall be based on St. Cloud State University evaluation of responses. St. Cloud State University intends to enter into a contract with the selected Respondent, and this contract will contain all the terms and conditions required by this request for proposals (RFP), as well as further terms and conditions negotiated between St. Cloud State University, the System Office's General Counsel and/or the Office of the Attorney General, and the selected Respondent.

1.1 Summary

Proposals must be delivered to:

Location: St. Cloud State University
Name: Lisa Sparks
Title: Purchasing department
Address: 720 4th Avenue, St. Cloud, MN 56301-4498
Phone:

not later than 3:00 PM February 4th Late Responses will not be considered.

1.2 Purpose of this Request for Proposal

The purpose of this Request for Proposal (RFP) is to evaluate and select an Owner’s Representative (OR) to assist the Owner in the performance of its obligations and enforcement of its rights during the design and/or construction of the Student Health & Academic Renovation located at St. Cloud State University Minnesota. The Owner’s Representative shall work with the Owner’s appointed Project Manager, the Owner’s System Office Facilities Unit, the Architect/Engineer (A/E) design team, related consultants and the construction contractor(s) to administer the design and/or construction contract(s) on behalf of the Owner to assure that the Project is designed and constructed in accordance with the MnSCU Design Standards and the Contract Documents and that the Project is completed on schedule, on budget and to a level of quality commensurate with the Owner’s requirements. OR services shall be provided more specifically as described in Section II, and also as referenced in the most current versions of the Owner’s standard General Conditions of the Contract for Construction (AIA Document A201, as amended by the Owner) and the Architect/Engineer-Owner contract, Standard Form of Agreement Between Owner and Architect, (AIA Document B101, as amended by the Owner).

1.3 General Description of Project

St. Cloud State University has received design funds to renovate just over 43,000 SF while adding 15,000 SF within a 2-story former gym space to co-locate four academic and health related programs into Eastman hall, currently not in use. Design and construction documents are expected to be complete by summer 2016.

The co-location of Student Health Services (SHS) Counseling & Psychological Services (CAPS), U Choose and its Recovery Community as well as incorporating experiential learning aspects of the School of Health and Human Services (SHHS) will lead to better coordination of patient care, reduced stigma for mental health and increased access to support services for SCSU and SCTCC students.

This co-location will support increased experiential learning. It supports our plans to expand interdisciplinary programs to meet workforce demands in health care.

St Cloud State University has a capital bonding request of 18.572 million dollars for FY 16.

The original and revised predesign will be posted January 12, 2015 at <http://www.stcloudstate.edu/facilities/project-docs.aspx>

1.4 Project Budget and Fees

The estimated Total Project cost is \$19,437,000.00. This cost includes: all professional consultants, Architect/Engineer and Owner's Representative fees and reimbursable expenses, site investigations and surveys, hazardous materials removals design and abatement, building and site construction, project management and fees, construction inspection and testing, furniture, fixtures and equipment, contingencies, art and inflation factors.

Final contract amount will be negotiated with the selected OR. The rates listed on the **Owner's Representative Services Matrix (Attachment 7)** may be used by the Owner to add or deduct services to modify the contract basis as necessary.

1.5 Completion Date

SCSU has received design services funds. We are requesting FY 16 construction funds in Summer 2016. If this effort is successful, anticipated completion is Fall 2017. If unsuccessful, the construction documents will be completed by Summer 2016. Bidding will occur when the construction funds are received.

1.6 Procurement Timetable:

The following is the University's intended schedule for the RFP and procurement process to obtain Owner's Representative services. The University reserves the right to modify this schedule as necessary.

<u>Event</u>	<u>Date</u>
• RFP Release Date	January 12
• RFP Response Submission Deadline	February 4
• Evaluation of submitted proposals by Owner Evaluation Committee	February 6
• Interviews of Short-listed Finalists (optional)	February 13
• Anticipated Owner’s Representative Letter of Contract Award Date	February 20

Section II: Scope of Services

2.1 Owner’s Representative Duties and Responsibilities:

2.2 SCSU has secured funding for the design and construction document phase. We are seeking funding for the bidding and construction phases.

Overall Coordination

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

2.2.2 Review and have a working knowledge of Owner’s AIA B101 Agreement with the Architect and the AIA 201 General Conditions.

2.2.3 Coordinate the completion and documentation of the Minnesota State Sustainability Guidelines as the Guideline Leader on behalf of the Owner. (www.csbr.umn.edu/b3/index.html)

Design (phase I)

2.2.4 Review Project Schematic Design, Design Development and Construction Documents documentation and cost estimates prepared by the A/E design team for conformance with MnSCU Design Standards, MnSCU Project Budget Worksheet, constructability, and code compliance and document to the Owner any issues. Evaluate and recommend opportunities for Value Engineering.

2.2.5 Recommend and assist the Owner in hiring design review consultant(s) services as necessary to assure conformance to MnSCU Design Standards.

Bidding (phase II)

2.2.6 Attend pre-bid, bid and post-bid meetings; and assist in the evaluation of bids for construction.

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

Construction (phase II)

- 2.2.8 Assist the Owner in hiring inspection and testing consultant(s) services as necessary to assure conformance to MnSCU Design Standards, Quality Assurance plan and contract documents. Coordinate and evaluate proposals for services and obtain Owner purchase orders or contracts for same. Ensure that all required inspection and testing is performed to standards and as scheduled.
- 2.2.9 Provide a Project Budget Control and Tracking System. This System shall track all Project-related budgets, estimates, encumbrances, contracts, purchase orders, invoices and payments. The System shall include a one page summary.
- 2.2.10 Attend weekly construction progress meetings to represent the Owner. Monitor the contractors' performance and the quality of the construction. The owner anticipates representation on site a minimum of **one** day per week over the course of construction, more for critical construction processes and less when less critical.
- 2.2.11 Report to the Owner, System Office, and A/E any nonconformance with the Contract Documents. Review and recommend appropriate corrective actions with the A/E and Owner. Assist the A/E in reviewing corrections to be completed by the construction contractor(s).
- 2.2.12 Coordinate other Project work to be performed by the Owner and/or other various vendors, to include:
- 2.2.12.1 One percent for Art RFP and the entire art procurement process
 - 2.2.12.2 Issuing the CMr RFQ and RFP
 - 2.2.12.3 Issuing hazardous abatement consultant RFP
 - 2.2.12.4 Coordinating abatement
 - 2.2.12.5 Commissioning agent RFP, reports, follow-up documentation until 100% resolution.
- 2.2.13 Review any concern with the initial submittal of the Construction Manager at Risk (CMr)'s detailed construction schedule and recommend any action to the Owner and A/E. Monitor construction progress and the construction contractor's schedule monthly. Review the contractor's monthly updates as required by contract documents, document any discrepancies and make recommendations to the Owner.
- 2.2.14 Provide construction progress photos documenting the construction of the Project. Progress photos shall be taken using a good quality digital camera. A minimum of ten (10) photos shall be made per week to document overall construction progress and key details. Special attention shall be given to concealed construction and as-constructed conditions to document construction record information. Progress photo reports shall be submitted to the Owner weekly in a written report with 4"x6" colored prints and text descriptions of each photo and important features to be noted. Prepare all photos on an indexed compact disc and deliver this to the Owner at the close-out of the Project.

- 2.2.15 Prepare a monthly status report for the Owner and the System Office summarizing at a minimum: key construction activities progress, conformance to the approved Construction Progress Schedule(s), Total Budget Summary/Status report, current or potential problems, recommendations for Owner actions and quality issues. Provide other project information and reports as requested by the Owner and the System Office.
- 2.2.16 Review Change Order requests to include adherence to contract documents, quantity, contract time, and price and make recommendations to the Owner.
- 2.2.17 Coordinate Furniture, Fixtures & Equipment (FF&E) and telecommunications systems installations.
- 2.2.18 Assist with dispute resolution.
- 2.2.19 Ensure that all building systems are functional and that the construction contractor(s) obtain Certificate(s) of Occupancy from the officials having jurisdiction prior to the A/E issuing Certificate(s) of Substantial Completion.

Project Closeout

- 2.2.20 Participate in Project inspection(s) for Substantial Completion(s) and warranty inspections.
- 2.2.21 Coordinate and document receipt of warranties, operation and maintenance manuals, and “as-built” documents and 100% of all other closeout documentation to Owner

Warranty

- 2.2.22 Coordinate Project inspection(s) for 10-month warranty walk through

Section III: Proposal Preparation

3.1 General Information

Proposals must be clear, concise, and clearly follow the format detailed in this RFP. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Respondents must include required information called for in this RFP. The Owner reserves the right to reject a proposal if required information is not provided or is not organized as directed. The Owner reserves the right to change the evaluation criteria or any other provision in this RFP provided all vendors are notified of the change.

This request for proposal 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.

- A. This document, including attachments, constitutes a formal Request for Proposal (RFP) and is a competitive procurement. Therefore the Respondent shall carefully follow the instructions herein in order to be considered fully responsive to the RFP. The Owner

reserves the right to reject a proposal that is determined to be incomplete or which does not follow the required structure and format. However, when such statements, omissions or deviations are innocent or inadvertent in the opinion of the Owner, the Owner further reserves the right to waive them as informalities.

B. Proposals are to be sealed in mailing envelopes or packages with the Responder's name and address clearly written on the outside. The proposal must be signed in ink by an authorized member of the company. Proof of authority of the person signing shall be furnished upon request. Prices and terms of the proposal as stated must be valid for the length of any resulting contract. All costs incurred by a Responder in replying to this RFP shall be borne by the Responder. Proposals made in pencil shall be rejected. Alterations in cost figures used to determine the lowest priced proposal shall be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to the price quoted. Proof of authorization shall be provided upon request. The use of "white out" is considered an alteration.

C. Notwithstanding anything to the contrary, the Owner reserves its right to:

1. Reject any and all proposals received in response to this RFP.
2. Select, for contract negotiation, a proposal other than the one with the lowest cost.
3. Waive or modify any informalities, irregularities, or inconsistencies in proposals received and/or accept a late written modification requested by the Owner if the proposal itself was submitted on time and if the modified proposal is more favorable to the Owner.
4. Approve sub-consultant(s) used by a Respondent.
5. Negotiate any aspect of the proposal with any Respondent and negotiate with more than one (1) Respondent at the same time.
6. If negotiations fail to result in an agreement, terminate negotiations and select the next most responsive Respondent, prepare and release a new RFP, or take such other action as the Owner deems appropriate.
7. Select more than one Respondent.
8. The Owner's evaluation process may include interviews with some Respondents who have been shortlisted after previous review of proposal documents.

D. Any verbal explanations of instructions or discussion of any aspect of this RFP provided the Respondent before the award of a contract shall not be binding. Respondents with questions regarding this Request for Proposal must submit them in writing by regular or electronic mail (do not fax) to:

Name: **Lisa Sparks**
Title: **Purchasing Department**
Address: **720 4th Avenue, St. Cloud, MN 56301-4498**
Email: **LKsparks@stcloudstate.edu**
Phone: **320-308-4788**

E. Responders may propose additional tasks, activities, or alternative suggestions if they will substantially improve the results of the project. These items shall be separated from the required items on the cost proposal.

3.2 Contacts

Requests for information or clarification by Respondents must be received no later than **5 days before RFP's are due**. Written questions or communications with the Owner regarding this RFP must be submitted via email. Questions must include the name of the questioner, as well as an e-mail address for confirmation. Note that both questions and answers will be posted on the Owner's web site.

All communication must clearly state the appropriate RFP reference (i.e. subject plus page and section numbers) and must generally state the contents of the communication (for example, "RFP Questions") in the subject line of the email. Any email not carrying this designation will be assumed to be general mail, and may not receive priority attention.

If appropriate, a change responding to such a request may be issued by the Owner in the form of an addendum to the RFP. No other communications shall be of any effect in changing or amending this RFP.

All written communications from potential Respondents must be sent via e-mail to:

Name: **Lisa Sparks**
Title: **Purchasing Department**
Address: **720 4th Avenue, St. Cloud, MN 56301-4498**
Email: **LKsparks@stcloudstate.edu**
Phone: **320-308-4788**

From the date of release of this RFP until a Respondent is selected and a contract executed, Respondents must not communicate with the Owner's staff concerning the RFP except through the Owner Contact pursuant to the procedure described in the RFP. If any Respondent attempts any unauthorized communication, the Owner may reject that Respondent's proposal.

3.3 Proposal Delivery

All proposals must be sent to and received by:

Name: **Lisa Sparks**
Title: **Purchasing Department**
Address: **720 4th Avenue, St. Cloud, MN 56301-4498**
Email: **LKsparks@stcloudstate.edu**
Phone: **320-308-4788**

In order to be considered for selection, sealed proposals must be received at the address identified above and time stamped by the Owner no later than **February 4, 2015, 3:00 PM**. Submission by fax, email or other electronic transmission is unacceptable and proposals submitted by these means will not be considered. The Owner assumes no responsibility for delays in the US mail or courier systems, or because of weather.

A Respondent's response received after the deadline will not be accepted or considered. Receipt by the Owner of a proposal received after the closing date and time as stated herein shall not be construed as acceptance of the proposal. Late proposals will be logged as to date/time received and thereafter returned to the late Respondent.

If delivery of the proposal is not made by courier or in person, the use of certified or registered mail is suggested. Note: Use of certified or registered mail does not relieve the Respondent of the responsibility ensure the proposal is date/time stamped as specified above.

3.4 Quantities

Each Respondent shall provide on 8 ½ x 11 inch paper one signed original copy of its entire submission including all attachments. In addition, all Respondents shall submit **3** identical copies of its proposal with duplicate signatures and all attachments. Include a disc of the proposal, saved to be less than 5 mb.

3.5 Binding

All copies of proposals shall be submitted in loose-leaf or three-ring binders. All pages must be sequentially numbered within each section (1.1, 2.1, etc.). An identifiable tab sheet must precede each proposal section. Include a detailed index for easy reference to the proposal.

3.6 Duration of Offer

Proposals submitted in response to this solicitation are irrevocable for 60 days following the due date of the proposals. This period may be extended by written agreement between Responder and the Owner.

3.7 Transmittal Letter

The Transmittal Letter for each Respondent's proposal must be submitted on its official business letterhead. The letter shall transmit the proposal, identify all materials and enclosures being forwarded collectively as a response to this RFP, and must be signed by an individual authorized to commit the Respondent to the scope of work proposed.

3.8 Proposal Content

The following is considered minimum contents of the proposal:

- A. A restatement of the objectives, goals, and tasks to show or demonstrate the Responder's view of the nature of the project.
- B. Identification and description of the deliverables to be provided by the Responder.
- C. An outline of the Responder's background and experience with particular emphasis on state government work. Identification of personnel to conduct the project, with details on training and work experience. No change in personnel assigned to the project will be permitted without the approval of the Owner.
- D. A detailed cost and work plan that will identify the major tasks to be accomplished and be used as a scheduling and managing tool, as well as the basis for invoicing. Include in the proposal recommended schedule of site visits depending on construction activities. Use the attached **Owner's Representative Services Matrix (Attachment 7)** or a similar spreadsheet to calculate fees and staffing proposed.

E. Identification of the responding firm's perception of the level of the Owner's participation in the project as well as any other services to be provided by the Owner.

F. Exclusive of the required attachments, proposals submitted to be 20 pages or less.

G. Required attachments.

H. Required Respondent Statements or Attestations

1. A list of the individuals involved with the preparation of the RFP response.
2. A statement that no attempt has been made or will be made by the Respondent to induce any other person or firm to not submit a proposal.
3. A statement on the RFP proposal sheet listing all addenda, if any, received by the Respondent.
4. A statement that no personnel currently employed by the University or MnSCU or under contract to the University or MnSCU participated, directly or indirectly, in any activities related to the preparation of the Respondent's proposal; this does not include clarifications and answers to questions provided by the Owner in regards to this RFP.
5. A statement that the Respondent has had no contractual relationships or other contacts with any University or MnSCU's personnel involved in the development of the RFP, or, if such contacts have occurred, a statement identifying in detail the nature and extent of such contacts and the personnel involved.
6. A statement that Respondent has sole and complete responsibility for the completion of all services provided under the contract, except for those items specifically defined as Owner responsibilities;
7. A statement that, in connection with this procurement of Owner's Representative services, the prices proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or with any competitor; and that unless otherwise required by law, the prices quoted have not been knowingly disclosed by the Respondent prior to award, either directly or indirectly, to any other Respondent or competitor, all as reflected in the **Affidavit of Non-Collusion (Attachment 1)**;
8. A statement that no contingency fees have been paid for purposes of securing this contract;
9. A statement that the Respondent's offer will be firm and binding, without any reference to the price submitted, for 60 days from the due date for receipt of proposals;

10. A certification by an appropriate corporate official other than the signer of the proposal that the official signing this proposal has the authority to obligate and bind the corporation to the terms, conditions, and provisions of the proposal.

Section IV: Proposal Evaluation

4.1 General

All proposals received by the deadline noted above will be evaluated by representatives of the University. In some instances, an interview may be part of the evaluation process. The Owner reserves the right to name a date at which all or selected finalists will be invited to present demonstrations and/or participate in an interview. The Owner does not agree to reach a decision by any certain date; however, it is hoped that the evaluation and selection will be completed within 45 business days after the RFP deadline.

Factors on which proposals will be judged include, but are not limited to:

1. Completeness, detail, and thoughtfulness of response as reflected by proposal coverage of all elements of work listed in Section II.
2. Experience of the proposing Respondent.
3. Approach and special services, benefits, or advantages to the Owner.
4. Cost in relation to level of service to be provided.

4.2 Criteria

Criteria described below, based upon the point scale below, will be used by the University's review committee to evaluate Respondent proposals. The evaluation may include Respondent interviews and requests for additional information, and will focus on the specifics of the Respondent's approach.

COMPANY PROFILE - - 5 points

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

SERVICE AND SUPPORT - - 10 points

The Respondent will provide descriptive narratives of its problem-solving successes on a) service and support generally, b) service and support as reflected by quality control, and c) service and support as reflected by use of information technology. A factor favorable to a Respondent is its ability to demonstrate a service and support approach that serves the interests of the Owner on this project, and which can be proven by the Respondent to have been carried out successfully on other projects. Another factor that would be favorable to a Respondent

would be a detailed and wide-ranging quality assurance plan for all elements of work the Respondent would perform on this project, likewise which the Respondent could prove to have been carried out successfully on other projects. A third favorable factor would be the use by the Respondent of sophisticated and state-of-the art information technology in its performance of its project duties.

STAFFING - - 20 points

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

RELEVANT TEAM EXPERIENCE WITH SIMILAR PROJECTS - - 20 points

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

- A. Projects at MnSCU, 1997 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-MnSCU projects completed 1997 to present. The Respondent shall provide as to these projects the name of the Owner and the name of an Owner's contact person with phone number and email address. The Owner reserves the right to independently obtain confirmation of the Respondent's information from such Owners.

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

The Respondent should describe its understanding of the project and its approach and methodology for providing Owners Representative services, describe whatever difficulties or challenges it foresees in providing services to the Owner on this project, how it expects to manage those difficulties or challenges, and what assistance it requires from the Owner for such management. Additionally, the Respondent should describe any special services, product characteristics, or generally other benefit or advantage to the Owner in selecting the Respondent for the project.

PRICING - - 25 points

The Respondent shall list for each of the phases of the project work, the team members by name providing services, their estimated hours and hourly rate, yielding a Personnel Expenses Subtotal. The Respondent shall also list reimbursable expenses for each month to obtain a Reimbursable Expenses Subtotal. The Personnel and Reimbursable subtotals will be added together to obtain an Expenses Total. The Expenses Total will be used to calculate points using following criteria.

- The Respondent with the lowest total expenses, and other Respondents with total expenses up to 5% higher, shall receive 25 points.
- Respondents with total expenses between 5% and 10% higher than the lowest Respondent shall receive 20 points.
- Respondents with total expenses between 10% and 15% higher than the lowest Respondent shall receive 15 points.
- Respondents with total expenses between 15% and 20% higher than the lowest Respondent shall receive 10 points.
- Respondents with total expenses between 20% and 25% higher than the lowest Respondent shall receive 5 points
- Respondents with total expenses 25% and greater higher than the lowest Respondent shall receive 0 points.

Submit the fee in 2 phases. The first phase shall end at the completion of Construction documents. The second phase shall start at the bidding phase, commencing at the completion of the Project's warranty period.

The rates listed on the RFP may be used by the Owner to add or deduct services to modify the RFP response or subsequent contact on a per hour basis. Use the attached **Owner's Representative Services Matrix (Attachment 7)** or a similar spreadsheet to calculate fees and staffing proposed.

Section V: General Requirements

5.1 Owner's Right to Amend RFP

The Owner reserves the right to amend any segment of the RFP prior to its announcement of a successful Respondent and award of contract. If a change occurs in Owner's requirements resulting in a decision to modify the RFP scope of work or statement of requirements, such change will be communicated in writing as an addendum to the RFP and posted on the Owner's web site. In such an event of a change, all Respondents will be afforded the opportunity to revise their proposals to accommodate the RFP amendment.

Any addenda to this RFP will be posted on the Owner's web site. Respondents will be responsible for meeting the requirements of all addenda and will be required to acknowledge receipt of all addenda.

5.2 Affidavit of Non-Collusion

Each Responder must complete the attached Affidavit of Non-Collusion (**Attachment 1**) and include it with the proposal. Failure to submit a correctly executed Affidavit of Non-Collusion shall be grounds for rejection of a vendor's response to this RFP.

5.3 Conflicts of Interest

A Responder 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 is contemplated in this RFP. The list should indicate the name of the entity, the relationship, and a discussion of the conflict. Disclosure of any active contractual relationship directly with MnSCU or as subconsultant for

vendor who has active contract with MnSCU, or any similar real or potential conflicts of interest, may, at the sole discretion of the Owner, be grounds for rejection of the Respondent's proposal or termination of any contract awarded.

5.4 Disposition of Responses

All materials submitted in response to this RFP will become property of MnSCU and will become public record in accordance with Minn. State. §13.591 after the evaluation process is completed and an award decision is made. All materials submitted by responders are subject to the provisions of Minnesota Statutes section 13.591, subd. 3(b), which reads as follows:

Data submitted by a business to a government entity in response to a request for proposal, as defined in section [16C.02](#), subdivision 12, are private or nonpublic until the responses are opened. Once the responses are opened, the name of the responder is read and becomes public. All other data in a responder's response to a request for proposal are private or nonpublic data until completion of the evaluation process. For purposes of this section, "completion of the evaluation process" means that the government entity has completed negotiating the contract with the selected vendor. After a government entity has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in section [13.37](#). A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response. If all responses to a request for proposal are rejected prior to completion of the evaluation process, all data, other than that made public at the response opening, remain private or nonpublic until a resolicitation of the requests for proposal results in completion of the evaluation process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the evaluation process, the data remain public. If a resolicitation of proposals does not occur within one year of the proposal opening date, the remaining data become public.

5.5 Contingency Fees Prohibited

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

5.6 Form of Contract between Owner and Respondent

You should be aware the contract between the selected Respondent and the Owner will be in the form of Minnesota State Colleges and Universities Professional/Technical Services Contract, attaching and including this RFP and any addenda, the selected Respondent's response to the RFP, and any modifications to the requirements of the RFP resulting from negotiations between the selected Respondent and the Owner.

A sample Minnesota State Colleges and Universities Professional/Technical Services Contract is attached (**Attachment 3**) for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Authorities and obligations of the Owner's Representative are also included in the AIA Document B101 2007 Edition – Electronic Format: Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services, along with Standard Form of Architect's Services: Design and Contract Administration, all of which are as modified by the Owner, as well as AIA Document A201 2007 Edition – Electronic Format: General Conditions of the Contract for Construction, as amended by the Owner. These contracts may be incorporated by reference.

Any award made as a result of this RFP Process will be governed by the terms and conditions contained in this document.

If you take exception or wish to propose a deviation to any term or condition in this document, do so clearly and conspicuously in your proposal by referencing the specific section number of the term or condition and by describing the exception or deviation and proposing alternative language.

If you do not clearly and conspicuously take an exception or propose a deviation to a specific term or condition, you shall be bound by such term or condition in the event an award of the contract is made to you.

The Owner reserves the right in each instance to:

- 1) accept with deviations or exceptions
- 2) negotiate deviations or exceptions or
- 3) reject a proposal with deviations deemed unacceptable by the Owner at its option and in the exercise of its sole discretion.

5.7 Vendor Preferences

The vendor preference is applied only to the first \$500,000 of the response. 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.

1. Preference to Targeted Group and Economically Disadvantaged Business and Individuals - In accordance with Minnesota Rules 1230.1810, subpart B and Minnesota Rules 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529
2. Preference to Veteran-Owned/Service Disabled Veteran-Owned Small Businesses - In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference on the basis of award for this RFP.

5.8 Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, Responders are required to complete the attached Affirmative Action data page (**Attachment 5**) and return it with the response. As required by Minn. R. 5000.3600, "It is hereby agreed between the parties that Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. §363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency." Copies of the statute and rules are also available from Minnesota Bookstore, 680 Olive Street, St. Paul, MN 55155, 651-297-3000. All responders shall comply with the applicable provisions of the Minnesota Human Rights Act, Minnesota Statutes ch. 363A and specifically section 363A.36. Failure to comply shall be grounds for rejection.

Effective July 1, 2003 - The Minnesota Department of Human Rights is authorized to charge a \$75.00 fee for each Certificate of Compliance issued. You may submit your affirmative action plan along with a cashier's check or money order in the amount of \$75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at: Contract Compliance Unit, Minnesota Department of Human Rights, Sibley Square at Mears Park, 190 East 5th Street, Suite 700, St. Paul, MN 55101, Phone 651-296-5663, TTY 651-296-1283, Toll Free 800-657-3704.

5.9 Physical Requirements

The OR may be required to work overtime and some overnight travel may be required. The OR's on-site personnel must be able to go up and down a 20 rung ladder and conduct facilities inspection in cramped and dirty spaces, throughout outdoor construction sites in all weather conditions.

5.10 Certification Regarding Lobbying

Federal money may be used to pay for all or part of the work under the contract; therefore the Responder must complete the attached **Certification Regarding Lobbying (Attachment 6)** and submit it as part of its proposal.

5.11 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Prospective Responders must certify the following, as required by the regulations implementing Executive Order 12549.

5.12 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the

prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the party who originated this transaction may pursue available remedies, including suspension and/or debarment.

5.13 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5.14 Insurance Requirements

Listed below are the insurance requirements of the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, hereinafter “BOARD.”

CONTRACTOR shall not commence Work under the Contract until it has obtained all insurance required herein and such insurance has been approved by BOARD. Certificates shall be an Acord form.

CONTRACTOR shall procure and maintain, for the life of the Contract, or for as long as required herein, insurance policies, including any amendments or additional insurance required as follows:

- A. Workers’ Compensation Insurance: The Contractor shall provide workers’ compensation insurance for all Contractor 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, and including:
 - 1. Coverage B: Employers' Liability, at limits of not less than \$100,000 bodily injury by disease per employee. \$500,000.00 bodily injury by disease aggregate: and \$100,000 bodily injury by accident.
 - 2. Coverage C: All State coverage.
 - 3. If applicable. USL& H. Maritime, Voluntary, and Foreign coverage.

Evidence of Subcontractors insurance shall be filed with Contractor.

- B. Commercial General Liability: The Contractor shall maintain insurance protecting the Contractor from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage including loss of use which may arise from operating under this Contract whether such operations be by the Contractor or by a subcontractor of the Contractor or by anyone directly or indirectly employed under this Contract. Unless otherwise specified within this Contract, the Contractor’s insurance minimum amounts will be as follows:

- 1. \$2,000,000.00 - per occurrence

2. \$2,000,000.00 - annual aggregate
3. \$2,000,000.00 - annual aggregate applying to Products / Completed Operations

In addition, the following coverages shall be included:

Premise and Operations Bodily Injury and Property Damage
Personal Injury and Advertising Injury
Products and Completed Operations Liability
Blanket Contractual Liability
Independent Contractors (let or sublet work)
Other; please list _____

Name the Board of Trustees of Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents, as Additional Insured

C. Business Automobile Liability: The Contractor will be required to maintain insurance protecting the Contractor from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under the contract, and in case any work is subcontracted, the Contractor will require the Subcontractor to provide Commercial Automobile Liability. Unless otherwise specified within this Contract, the Contractor insurance minimum amounts will be as follows:

1. \$2,000,000.00 - per occurrence Combined Single Limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:
Owned, Hired and Non-owned

Name the Board of Trustees of Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents, as Additional Insured

Additional Insurance Conditions:

- 1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the BOARD with respect to any claim arising out of Contractor's performance under this contract;
- 2 Contractor will provide the BOARD with thirty (30) days advance notice of cancellation, non-renewal, or reduction in limits of coverage or other material change;
- 3 Contractor is responsible for payment of contract related insurance premiums and deductibles;
- 4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

5. Include legal defense fees in addition to its liability policy limits, with the exception of 4. above; and
6. Obtain insurance policies from an insurance company having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

The BOARD will reserve the right to immediately terminate the 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 open to inspection by the BOARD, and copies of policies must be submitted to the BOARD’s authorized representative upon written request.

Hold Harmless and Indemnification: The Contractor shall indemnify and hold harmless the Owner and the Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, the State of Minnesota, officers and employees of the State of Minnesota, the Architect, Architect’s consultants, and agents, and employees of any of them from and against all claims, damages, loss or expense (1) in attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting there from and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or liability which would otherwise exist as to any party or person described in this paragraph.

Section VI: Financial Requirements

In preparing a response, Responders should be aware of the following required MnSCU contract terms and conditions:

- A. Compensation will be for ALL services performed, unless a specific payment schedule is mutually agreed upon. St. Cloud State University DOES NOT make regular payments based on the passage of time and only pays for services performed or work delivered AFTER it is accomplished in a satisfactory way.
- B. Payment is only made after the submission of an authorized and properly itemized invoice.
- C. Reimbursement for travel and subsistence expenses actually incurred in performance of a contract is limited by the provisions of “Commissioner’s Plan” promulgated by the Commissioner of Employee Relations. Generally, meals have a dollar limitation and reasonable and necessary travel and lodging is paid for at cost. Travel outside of Minnesota must receive written approval BEFORE it takes place.

ATTACHMENT 1

MINNESOTA STATE COLLEGES AND UNIVERSITIES

AFFIDAVIT OF NON-COLLUSION

I hereby 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 covering the order for: _____ 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 vendor of materials, supplies, equipment or services described in the Request for proposal designed to limit independent quoting or competition;
3. That the contents of the Request for proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder or its surety on any bond furnished with the Request for proposal and will not be communicated to any such person prior to the official opening of the Request for proposal and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Company Name: _____

Subscribed and sworn to me this day of _____, 20_____.

Notary Public

My commission expires _____, 20_____.

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5/15/00

Attachment 2

The following Data Disclosure Information is required by Minnesota Statute §270.66. The Contractor is to provide either a social security number or federal employer tax identification number or Minnesota tax identification number. This form must be kept separate from the contract to protect the Contractor's private information from being distributed when copies of the contract are circulated.

A copy of this form is required to be sent to the Department of Human Services, see form for more detailed information.

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
[INSERT]	[INSERT]	[INSERT]	[INSERT]		

Department Contact Name: [INSERT]
 Contact Name Telephone Number: [INSERT]
 Cost Center Authorization Name Printed: [INSERT]
 Cost Center Authorization Name Signature:

[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN ITALICS AND BRACKETS. FILL IN EVERY BLANK AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS.]

**STATE OF MINNESOTA
 MINNESOTA STATE COLLEGES AND UNIVERSITIES
 DATA DISCLOSURE INFORMATION**

NOTICE TO VENDORS AND CONTRACTORS:

You are required by Minnesota Statute §270C.65 to provide either a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. 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.

Name and Address: [INSERT FULL LEGAL NAME AND FULL LEGAL ADDRESS OF CONTRACTOR/VENDOR/CONSULTANT]
 Social Security Number or
 Federal Taxpayer ID Number or
 Minnesota Tax ID Number: [INSERT ONE OF THE REQUIRED NUMBERS]

- Current state employees are ineligible to enter into a contract for services with the state. Are you a current state employee? ___ Yes / ___ No
- Past employees who have received a separation incentive under Board Policy 4.11 are ineligible to enter into a contract for services for one year following separation.
 Have you ever been a state employee? ___ Yes / ___ No
 If yes, (1) what was your separation date? [INSERT DATE]
 (2) Did you receive a separation incentive? ___ Yes / ___ No
- Contractor: please initial _____

BUSINESS OFFICE USE (AS APPLICABLE):
 The date of this contact is [INSERT DATE].
 I have reviewed the contract and separation dates and determined this former employee is eligible to enter into this contract. Because the early separation incentive was received more than one year ago.
 [BUSINESS OFFICER SIGNATURE]

For any person hired as an independent contractor, Minnesota Statute §256.998 requires the following information be submitted to the Department of Human Services except for those persons whose contract is for less than two months with gross earnings of less than \$250 per month. This information may be used in the enforcement of state and federal child support laws and will be provided to the Minnesota New Hire Reporting Center, P.O. Box 64212, St. Paul, MN 55164-0212. This contract will not be approved unless this information is provided.

Social Security Number: [INSERT SOCIAL SECURITY NUMBER IF NOT PROVIDED ABOVE]
 Date of Birth (mm/dd/yyyy): [INSERT BIRTHDATE IF CONTRACT IS IN THE NAME OF AN INDIVIDUAL PERSON]

THIS PAGE CONTAINS PRIVATE INFORMATION AND, EXCEPT AS DEFINED ABOVE, SHALL NOT BE REPRODUCED OR DISTRIBUTED WITHOUT EXPRESS WRITTEN PERMISSION OF THE VENDOR OR CONTRACTOR. ONLY INDIVIDUALS THAT REQUIRE THE ABOVE INFORMATION AND INDIVIDUALS SIGNING THIS CONTRACT SHALL HAVE ACCESS TO THIS DATA.

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

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
[INSERT NAME OF COLLEGE/UNIVERSITY]
AND
THE SYSTEM OFFICE**

OWNER'S REPRESENTATIVE 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/OFFICE]** and the **System Office** (hereinafter MnSCU), and **[INSERT CONTRACTOR'S LEGAL NAME AND FULL ADDRESS]**, an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

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

WHEREAS, MnSCU is in need of professional/technical services, and

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on **[INSERT FULL DATE (e.g., January 29, 2005)]** or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until **[INSERT FULL DATE (e.g., June 30, 2005)]** 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 MnSCU's authorized representative.**

II. **CONTRACTOR'S DUTIES.**
It is understood that the Owner's Representative (hereinafter "CONTRACTOR") is a consultant and not a MnSCU or State of Minnesota employee. The Contractor has no authority to enter into any contract or otherwise legally obligate MnSCU or the State of Minnesota. All approval and signature authority for expenditure of funds rests with MnSCU's duly authorized designee(s).

The CONTRACTOR will:

[INSERT SUFFICIENT DETAIL SO THAT CONTRACTOR CAN BE HELD ACCOUNTABLE FOR THIS WORK. ATTACH ADDITIONAL PAGE(S) IF NECESSARY AND LABEL AS ATTACHMENT X.]

III. 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 MnSCU as follows:

1. 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]
2. 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 MnSCU's authorized representative.
3. The **total obligation** of MnSCU 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.

1. Payment shall be made by MnSCU promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MnSCU's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MnSCU, 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 MnSCU 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.]

2. [IF APPLICABLE, INSERT THIS CLAUSE.] Payments are to be made from federal funds obtained by MnSCU 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 MnSCU 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.
3. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, MnSCU is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MnSCU will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MnSCU makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MnSCU does not withhold these taxes for

any reason, CONTRACTOR agrees to indemnify and hold MnSCU harmless for any taxes owed and any interest or penalties assessed.

IV. **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. MnSCU's authorized representative for the purpose of administration of this contract is:

Name:
Address:
Telephone:
E-Mail:
Fax:

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 III, paragraph B.

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name:
Address:
Telephone:
E-Mail:
Fax:

V. **CANCELLATION AND TERMINATION.**

A. This contract may be canceled by MnSCU 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. MnSCU 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 MnSCU receiving notice that sufficient funding is not available. MnSCU 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. MnSCU 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.

VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MnSCU.

VII. **LIABILITY.** In the performance of this contract by CONTRACTOR, or CONTRACTOR's agents or employees, the CONTRACTOR must indemnify, save, and hold harmless MnSCU, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by MnSCU, to the extent caused by the CONTRACTOR's:

1. Intentional, willful, or negligent acts or omissions; or
2. Actions that give rise to strict liability; or

3. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of MnSCU's sole negligence. This clause will not be construed to bar any legal remedies the CONTRACTOR may have for MNSCU's failure to fulfill its obligations under this contract.

VIII. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statute §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MnSCU 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 MnSCU's obligation or responsibility.

IX. **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 MnSCU as the sponsoring agency and shall not be released prior to receiving the approval of MnSCU's authorized representative.

X. **MINNESOTA STATUTE §181.59.**

The Contractor will comply with the provisions of Minnesota Statute §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.

XI. **DATA DISCLOSURE.**

A. The CONTRACTOR is required by Minnesota Statute §270.66 to provide either a social security number or a federal employer tax identification number and Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. 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. 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.

B. For any person hired as an independent contractor, except for those persons whose contract is for less than two (2) months with gross earnings of less than Two Hundred Fifty and 00/100 Dollars (\$250.00) per month and for corporations, Minnesota Statute §256.998 requires that his or her social security number and date of birth be submitted to the

Department of Human Services. This information may be used in the enforcement of state and federal child support laws.

- XII. **GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU 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 Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MnSCU.

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

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

- A. MnSCU 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 MnSCU all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of MnSCU, execute all papers and perform all other acts necessary to assist MnSCU 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 MnSCU 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 MnSCU's authorized representative.

- 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, MnSCU at the CONTRACTOR'S expense from any action or claim brought against MnSCU to the extent that it is based on a claim that all or part of the MATERIALS infringes 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 MnSCU's opinion is likely to arise, the CONTRACTOR shall, at MnSCU's discretion, either procure for MnSCU 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.

- XIV. **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.
- XV. **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.
- XVI. **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.
- XVII. **STATE AUDITS**. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVIII. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Data Disclosure; XII., Government Data Practices Act; XIII., Ownership Of Materials and Intellectual Property Rights; XV., Jurisdiction and Venue; and XVII., State Audits.
- XIX. **AFFIRMATIVE ACTION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.**

MnSCU 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 principle place of business, then the CONTRACTOR must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the CONTRACTOR does not have a Certificate of Compliance, said CONTRACTOR must certify that it is in compliance with federal affirmative action requirements.
- B. Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires 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 certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- C. Minnesota R. 5000.3400-5000.3600.
- 1.General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §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.

2. 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 Statute §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 Statute §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.
3. 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 MnSCU.
4. Certification. The CONTRACTOR hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

XX. **INSURANCE REQUIREMENTS.**

CONTRACTOR shall not commence Work under the Contract until it has obtained all insurance required herein and such insurance has been reviewed by MnSCU. Certificates shall be an Acord form.

CONTRACTOR shall procure and maintain, for the life of the Contract, or for as long as

required herein, insurance policies, including any amendments or additional insurance required as follows:

A. Workers' Compensation Insurance: The Contractor shall provide workers' compensation insurance for all Contractor 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, and including:

1. Coverage B: Employers' Liability, at limits of not less than \$100,000 bodily injury by disease per employee. \$500,000.00 bodily injury by disease aggregate: and \$100,000 bodily injury by accident.
2. Coverage C: All State coverage.
3. If applicable. USL& H. Maritime, Voluntary, and Foreign coverage.

Evidence of Subcontractors insurance shall be filed with Contractor.

B. Commercial General Liability: The Contractor shall maintain insurance protecting the Contractor from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage including loss of use which may arise from operating under this Contract whether such operations be by the Contractor or by a subcontractor of the Contractor or by anyone directly or indirectly employed under this Contract. Unless otherwise specified within this Contract, the Contractor's insurance minimum amounts will be as follows:

1. \$2,000,000.00 - per occurrence
2. \$2,000,000.00 - annual aggregate
3. \$2,000,000.00 - annual aggregate applying to Products / Completed Operations

In addition, the following coverages shall be included:

Premise and Operations Bodily Injury and Property Damage
Personal Injury an Advertising Injury
Products and Completed Operations Liability
Blanket Contractual Liability
Independent Contractors (let or sublet work)
Other; please list _____

Name the Board of Trustees of Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents, as Additional Insured.

C. Business Automobile Liability: The Contractor will be required to maintain insurance protecting the Contractor from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under the contract, and in case any work is subcontracted, the Contractor will require the Subcontractor to provide Commercial Automobile Liability. Unless otherwise specified within this Contract, the Contractor insurance minimum amounts will be as follows:

1. \$2,000,000.00 - per occurrence Combined Single Limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired and Non-owned

Name the Board of Trustees of Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents, as Additional Insured

Additional Insurance Conditions:

1. Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to MnSCU with respect to any claim arising out of Contractor's performance under this contract;
2. Contractor is responsible for payment of contract related insurance premiums and deductibles;
3. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the Minnesota State Colleges and Universities 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 canceled without at least thirty (30) days advance written notice to the Minnesota State Colleges and Universities.
4. If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
5. Include legal defense fees in addition to its liability policy limits, with the exception of 4. above; and
6. Obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

MnSCU reserves the right to immediately terminate the 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 open to inspection by MnSCU, and copies of policies must be submitted to MnSCU's authorized representative upon written request.

XXI. **OTHER PROVISIONS.**

[DELETE CLAUSE XXI IF THERE ARE NO ADDITIONAL PROVISIONS TO THE CONTRACT.]

[ATTACH ADDITIONAL PAGE(S) IF NECESSARY.]

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

APPROVED:

1. CONTRACTOR:

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

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE

[INSERT NAME OF COLLEGE/UNIVERSITY]:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

[INSERT NAME OF COLLEGE/UNIVERSITY]:

By (authorized signature and printed name)
Title
Date

**4. MINNESOTA STATE COLLEGES AND UNIVERSITIES
SYSTEM OFFICE:**

By (authorized signature and printed name)
Title
Date

5. AS TO FORM AND EXECUTION

[INSERT NAME OF COLLEGE/UNIVERSITY]:

By (authorized signature and printed name)
Title
Date

ATTACHMENT 4

SAMPLE - COMMISSIONER’S PLAN EXPENSE REIMBURSEMENT ALLOWANCES

TYPE OF EXPENSE	REIMBURSEMENT ALLOWANCE
State-owned vehicle not available (full IRS rate)	50.0 cents per mile
State-owned vehicle available but declined (IRS rate less 7.0 cents)	43.0 cents per mile
Tolls and parking fees	Actual cost
Commercial transportation (air, taxi, rental car, etc.) and /plus reasonable gratuities	Actual cost for mode and class of transportation authorized
Specially equipped personal van – provides wheelchair access (IRS rate plus 9.0 cents)	64.0 cents per mile
Motorcycle	No reimbursement applicable
Personal aircraft	55.0 cents per mile
Overnight lodging	Actual reasonable cost
Laundry and/or dry-cleaning after 1 week in travel status	Actual cost, not to exceed \$16.00 per week
Work-related long distance telephone calls	Actual cost
Personal telephone calls	Actual cost up to maximum of \$3.00 times number of nights away
Special expenses (e.g., conference fees, banquet tickets)	Actual cost with prior approval
Meals and/plus reasonable gratuities: λ Breakfast (in travel status overnight or leave home before 6:00 a.m.) λ Lunch (in travel status and more than 35 miles from work station) λ Dinner (in travel status overnight or return home after 7:00 p.m.)	Actual cost up to maximums Breakfast - \$ 7.00 Lunch - \$ 9.00 Dinner - \$15.00 Outside the contiguous United States or in high cost cities/metropolitan areas*: Breakfast - \$ 8.00 Lunch - \$10.00 Dinner - \$17.00 Meal “bunching” allowed: Two or more consecutive meals reimbursed up to the combined maximum. Dinner and breakfast the following morning are considered consecutive meals. Meals provided as part of a conference or other program are not considered and “break” the string of consecutive meals.
Expenses that are not travel related (e.g., supplies, copy charges, fax charges)	Actual cost
Metropolitan Area Cities and Counties Included in High Cost Center See listing on next page.	
Metropolitan Area Cities and Counties Included in High Cost Center	

Atlanta, GA	Clayton, De Kalb, Fulton, Cobb and Gwinett Counties in Georgia
Baltimore, MD	Baltimore and Hartford Counties in Maryland
Boston, MA	Norfolk and Suffolk Counties in Massachusetts
Chicago, IL	DuPage, Cook and Lake Counties in Illinois
Cleveland, OH	Cuyahoga County in Ohio
Dallas/Fort Worth, TX	Dallas and Tarrant Counties in Texas
Denver, CO	Denver, Adams, Arapahoe and Jefferson Counties in Colorado
Detroit, MI	Wayne County in Michigan
Hartford, CT	Hartford and Middlesex Counties in Connecticut
Houston, TX	Harris County, LBJ Space Center and Ellington AFB in Texas
Kansas City, KS	Johnson and Wyandotte Counties in Kansas (also see Kansas City, MO)
Kansas City, MO	Clay, Jackson and Platte Counties in Missouri (also see Kansas City, KS)
Los Angeles, CA	Los Angeles, Kern, Orange and Ventura Counties, Edwards AFB, Naval Weapons Center and Ordinance Test Station in California
Miami, FL	Dade County in Florida
New Orleans, LA	Jefferson, Orleans, Plaquemines and St. Bernard Parishes in Louisiana
New York City, NY	Bronx, Brooklyn, Manhattan, Queens, and Staten Island Boroughs and Nassau, Suffolk and Westchester Counties in New York State; Fairfield County in Connecticut; and Bergen, Essex, Hudson, Middlesex, Passaic, and Union Counties in New Jersey
Philadelphia, PA	Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties in Pennsylvania; and Burlington and Gloucester Counties in New Jersey
Portland, OR	Multnomah County in Oregon
Saint Louis, MO	St. Charles and St. Louis Counties in Missouri
San Diego, CA	San Diego County in California
San Francisco, CA	San Francisco County in California
Seattle, WA	King County in Washington
Washington, D.C.	The cities of Alexandria, Falls Church and Fairfax in Virginia; Arlington, Loudoun and Fairfax Counties in Virginia; and Montgomery and Prince Georges Counties in Maryland

RECEIPTS: Original itemized receipts are required for all expenses except meals, baggage handling, driving tolls and parking meters. All forms of canceled checks and photocopies of credit card bills do not substitute for original receipts. An affidavit in lieu of a receipt may be allowed if the original receipt is lost or a receipt is not obtained.

ITEMIZED LIST OF CONTRACTOR'S REIMBURSABLE EXPENSES

A. MnSCU's AUTHORIZED REPRESENTATIVE TO COMPLETE THIS SECTION:

NAME AND ADDRESS OF CONTRACTOR:	
P.O. #:	VENDOR #:
CONTACT PERSON:	TELEPHONE NUMBER:

B. CONTRACTOR TO COMPLETE THIS SECTION (submit additional pages if more than one day in travel status):

* Requires original itemized receipts.
 ** Other listed metro areas are up to \$8 (breakfast), \$10 (lunch), and \$17 (dinner).

DATE	ALLOWABLE EXPENSES	PURPOSE	RATE	TOTAL
	# of Miles: _____ To: _____ From: _____		.50 per mile	
	Parking Fees (non meter)*		Actual cost	
	Parking Meters/Tolls		Actual cost	
	Air Fare*		Actual cost	
	Taxi*		Actual cost	
	Rental Car*		Actual cost	
	Overnight Lodging*		Actual cost	
	Long Distance Call*		Actual cost	
	Breakfast, if in travel status		Up to \$7.00**	
	Lunch, if in travel status		Up to \$9.00**	
	Dinner, if in travel status		Up to \$15.00**	
	Supplies*		Actual cost	
	Copy Charges*		Actual cost	
	Fax Charges*		Actual cost	
	Other*		Actual cost	
	TOTAL FOR THE DAY			

Remit payment to the following address **if different** than address at the top of this form:

Name: _____
 Address: _____

C. SIGNATURES REQUIRED FOR PAYMENT:

Signature: _____ Signature: _____
 (Verification of Expenses by Contractor) (Approval by MnSCU's Authorized Representative)

Date: _____ Date: _____

ATTACHMENT 5

NOTICE TO CONTRACTORS AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

Under the Minnesota Human Rights Act, Section 363A.36, businesses or firms entering into a contract over \$100,000 and have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months or if you employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which you have your primary place of business and that primary place of business is outside of the state of Minnesota, but inside the United States, must have an affirmative action plan submitted to the Commissioner of Human Rights for approval. A contract will not be executed over \$100,000 unless the firm or business having more than 40 full-time employees, either within or outside the state of Minnesota, has a certificate of compliance which signifies that they have an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for two (2) years. For further information, contact the Department of Human Rights, Compliance Services, 190 East 5th Street, Suite 700, St. Paul, Minnesota 55101, phone (651) 296-5663.

DISABLED INDIVIDUAL CLAUSE

(a) The contractor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals 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 of training, including apprenticeship.

(b) The contractor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights act.

MINNESOTA STATE COLLEGES AND UNIVERSITIES

AFFIRMATIVE ACTION DATA PAGE - FOR RESPONSES IN EXCESS OF \$100,000 ONLY

If your response to this solicitation is in excess of \$100,000, please complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and - if required - to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract.

How to determine which boxes to complete on this form:

complete boxes...	Then you must these	Box A	Box B	Box C	Box D
On any single working day within the past 12 months, if your company...					
Employed more than 40 full-time employees in Minnesota		•			•
Did not employ more than 40 full-time employees in Minnesota, but did employ more than 40 full-time employees in the state where you have your primary place of business			•		•
Did not employ more than 40 full-time employees in Minnesota or in the state where you have your Primary place of business				•	•

BOX A - For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months

Your response will be rejected unless your business:

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

-or-

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

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

We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX D.** Include a copy of your certificate with your response.

We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____(date) at _____(time). [If you do not know when the Department received your Plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any

contract or

Agreement can be executed. **Proceed to BOX D.**

We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected... **Proceed to BOX D. Call the Minnesota Department of Human Rights for assistance.**

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights.

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

BOX B - For companies which have not had more than 40 full-time employees in Minnesota but Have employed more than 40 full-time employees on any single working day during the previous 12 Months in the state where they have their primary place of business

You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with applicable Federal Affirmative Action requirements.

Check one of the following statements if you have not employed more than 40 full-time employees in Minnesota but you have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where you have your primary place of business:

We are not subject to Federal Affirmative Acton requirements. **Proceed to BOX D.**

We are subject to Federal Affirmative Action requirements, and we are in compliance with those requirements. **Proceed to BOX D.**

BOX C - For those companies not described in BOX A or BOX B

Check below. You are not subject to the Minnesota Human Rights Act certification requirement.

We have not employed more than 40 full-time employees on a single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D**

BOX D - For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone number: _____

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th Street, Suite 700
St. Paul, MN 55101

Metro: (651) 296-5663

Toll Free: 800-657-3704

Website: www.humanrights.state.mn.us

Fax: (651) 296-9042

Email: employerinfo@therightsplace.net

TTY: (651) 296-1283

Affirmative Action Data Page

Revised 8/02 - MDHR

PUR010

MINNESOTA STATE COLLEGES AND UNIVERSITIES

NOTICE TO VENDORS

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which they have their primary place of business. The businesses in this category must certify to MnSCU that they are in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657-3704; or TTY: 651.296.1283.

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

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

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

Failure by the vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statute 363A.36, Subd. 3 and 4). A CERTIFICATE IS VALID FOR A PERIOD OF TWO (2) YEARS.

DISABLED INDIVIDUAL CLAUSE

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

B. The vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

C. In the event of the vendor noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Department of Human Rights issued pursuant to the Minnesota

Human Rights Act.

D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

It is hereby agreed between the parties that Minnesota Statutes, Section 363A.36 and Minnesota Rules, Parts 5000.3400 to 5000.3600 are incorporated into any order of Minnesota Statute 363A.36 and Minnesota Rules, Parts 5000.3400 to 5000.3600 is available from Minnesota Bookstore, 660 Olive Street, St. Paul, Minnesota 55155, (651) 297-3000.

PUR010.WPD

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

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

PUR010.doc
11/25/03

ATTACHMENT 6

CERTIFICATION REGARDING LOBBYING
For Minnesota State Colleges & Universities
Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date
PUR015
1/30/01

ATTACHMENT 7

Owner's Representative Services Matrix																				
Campus: SCSU																				
Project: Eastman hall																				
Year: 2015														2016						
Schedule	Jan	Feb.	Mar.	Apr	May	June	July	Aug	Sept	Oct.	Nov	Dec.	Jan	Feb	Mar	April	May	June		
Phase of Project																				
Schematic Design	X	X	X	X	X															
Design Development						X	X	X	X											
Construction Documents										X	X	X	X	X						
Bidding (phase II)																			X	
Construction (phase II) to Aug 2017																			X	
Closeout and Warranty (phase II) Sep 2017 to Sep 2018																				
Expenses	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec								
Personnel Description	\$/hr	Hrs	Hrs	Hrs.	Hrs	Hrs.	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs						
Project Executive																				
Owners Representative - Preconstruction																				
Owners Representative - Construction																				
Clerical / Accounting																				
Safety																				
Others																				
Subtotal Personnel Expenses																				
Reimbursable Expenses	\$/mo	Jan	Feb	Mar	Apr.	May	June	July	Aug	Sept	Oct	Nov	Dec							
Telephone, Fax, Long Distance																				
Reproduction Costs																				
Postage																				
Authorized Travel																				
Copying / Copy Equipment																				
Other																				
Subtotal Reimbursable Expenses																				
Total Expenses																				\$