REQUEST FOR QUALIFICATIONS (RFQ)
Public Realm Program Model
Riverfront Park and Minneapolis Grand Rounds Expansion at Upper Harbor Terminal
Minneapolis, Minnesota

Release Date: June 10, 2019
Non-Mandatory Pre-Submittal Meeting: Monday June 17, 10:00 a.m. CST
Questions Due: Wednesday June 19, 12:00 noon CST
Final addenda issued: June 21, 2019
Qualifications Due: Friday June 28, 2019, 12:00 noon CST
Shortlisted Firms Notified: July 3, 2019
Tentative Interview Date: Thursday, July 11, 2019
Submit to: Kate Lamers, ASLA, PLA
Project Manager, Planning Division
Minneapolis Park & Recreation Board
2117 West River Road
Minneapolis, MN 55411
KLamers@MinneapolisParks.org

1.0 GENERAL INFORMATION

1.1 REQUEST

The Minneapolis Park and Recreation Board (MPRB) seeks an expert in public realm program development for a new riverfront park and parkway at the Upper Harbor Terminal (UHT) site within the Above the Falls Regional Park in Minneapolis. Upon review of submittals and interviews, one or more shortlisted consultants will be invited to draft a scope of work and fee proposal. The selected consultant will enter into a professional services agreement with the MPRB and work closely with a park design team (will be selected concurrently to this response) through development of conceptual design.

1.2 BACKGROUND

With this project, the MPRB is embarking on its next era of Minneapolis Grand Rounds National Scenic Byway expansion and Mississippi riverfront regional park development. The creation of the Above the Falls Regional Park in 2000 and the ongoing ambition, embodied in the RiverFirst Initiative, to transform the community’s relationship to the riverfront have set the stage for new public realm along the river through north and northeast Minneapolis.

For the past several years, the MPRB has engaged with the City of Minneapolis and United Properties development team in a collaborative planning effort focused on redevelopment of the 48-acre Upper Harbor Terminal site on the north Minneapolis riverfront. In addition to conceiving
of river-facing mixed-use development, the process has yielded definition of nearly twenty acres of new parkland and nearly a mile of public riverfront. In 2018, the City and MPRB were awarded state bonding proceeds and committed local funds toward the development of parkland and infrastructure on the site.

The Minneapolis park system, originally conceived in the 1880s, is rooted in the creation of neighborhood parks across the city and the establishment of a linear park framework called the Minneapolis Grand Rounds. Today, that framework – the Minneapolis Grand Rounds National Scenic Byway – offers an interconnected network of 55 miles of urban parkways, trails and greenways across thousands of acres of regional parkland including all of the city’s lakes and streams and most of the Mississippi River. Two sections of the Grand Rounds have yet to be implemented. This project will help address the deficit in one of them.

Unlike lakes, streams, and portions of the Mississippi River incorporated into the Grand Rounds prior to surrounding urbanization, the river through north and northeast Minneapolis was already developed with industry when the Minneapolis Park Board was formed in 1883. As a result, the Grand Rounds system has only barely touched the upper or “Above the Falls” stretch of riverfront. The MPRB is committed to remedying this deficit by extending parkland and natural amenity access, recreational programming, and park facilities to the Above the Falls area.

Upper Harbor Terminal will be a formative model for the next era of the Grand Rounds and regional park development that addresses emerging understandings of circulation, recreation, urban ecology, cultural landscapes, community benefits, and the creation of welcoming public realm.

1.3 ORIGINAL WORK

The MPRB is a major urban recreation provider with unique responsibilities to users of one of the most extensive and recognized park systems in the country. In seeking a consultant or consulting team to assist in delivering studies, reports, plans or professional services intended to serve Minneapolis park users, the MPRB requires that the consultant or consulting team deliver original work for all phases of a project. This work includes research and investigations supporting the task; designs as demonstrated in graphics and narrative; models for programming, staffing, and operations based on the MPRB’s service delivery capabilities; and other deliverables, all targeted specifically to the effort described in the solicitation.

The MPRB will not accept work previously performed for other organizations that has been copied, in whole or in part, from other reports or studies, unless the provision of such is noted in the consultant’s or consulting team’s original response for the provision of professional services. If such “liberated” materials are proposed in the original responses to be used, the original source must be cited fully.

2.0 PROJECT INFORMATION

2.1 SCOPE OF SERVICES
The expertise sought through this Request for Qualifications (RFQ) is the development of public realm program, not recreational programming. The MPRB defines “public realm program” as the determination of activities and experiences desired for a public space, which translate into physical design and capital investments. Recreational programming is the cadence of activities that occur in a park through the course of time.

The primary deliverable provided by the consultant will be a park Program Model. The Program Model will be developed one step ahead of but in close collaboration with the design team selected for the Upper Harbor Terminal.

The Program Model will analyze community values as a basis for understanding visitor/resident motivations and interests. Importantly, visitors and residents include humans and non-humans in order to build robust approaches to not only interests of people but also the needs of wildlife, pets, and the multiple layers of ecological function. From this understanding, the Program Model will identify precedents, establish an experiential framework for the park (including parkway), and suggest a spectrum of activities to be explored in conceptual design alternatives.

The MPRB seeks public realm program expertise separately from design services to break out of a tendency to think “program” is the collection of stuff on the landscape. The program expert selected through this RFQ process will work directly with both the MPRB and the design team as the creative force behind physical manifestation of program alternatives.

2.2 GENERAL PROJECT TIMELINE
The following timeline frames major steps toward implementation of the first phase of park improvement at Upper Harbor Terminal. The work of this RFQ.

- Community Advisory Committee formulation: June 2019
- Program and Design consultant selection: June - July 2019
- Program Model (full park): August – December 2019
- Conceptual Design (full park) (incl. Board of Commissioners approval) & Plan Coordination with private development: August 2019 – February 2020
- Schematic Design (phase I park development): April – September 2020
- Construction Documents: Sept 2020 – June 2021
- Approvals and permitting: Sept 2020 – June 2021
- Bidding & Contract Award (phase I park development): Sept – December 2021
- Construction (phase I park development): April 2022 – June 2023

2.3 PLANNING AND DESIGN CONTEXT
If you know the workings of Minneapolis, you also know public realm in the city is almost always created through agency collaborations and deep engagement with community. The context of collaboration and engagement is even more central to the Upper Harbor Terminal because of its neighborhood connections, relationship with proposed development, and continuing community dialogue about its best future.
It is important for Responders to know that the work of this RFQ will be conducted within the context of ongoing MPRB efforts to hear the community and best understand the role of parks in gentrification and providing a spectrum of community benefits. Even though this RFQ is not seeking direct consultation in these topics, it is important for the MPRB to select consulting partners who demonstrate understanding of important cultural, economic, and ecological issues and abilities to formulate program and design solutions through multiple lenses.

The following contextual issues are important for Responders to recognize:

**Design & Engineering Services (separate RFQ).** Through the conceptual design phase of the project schedule, the selected consultant will work one step ahead of but in close collaboration with a design team engaged by the MPRB and charged with the development of a physical plan for the park at UHT.

**Other Direct Stakeholders.** The MPRB will be the contracting authority for the work of this RFQ. Other agencies and partners, however, will be closely engaged in oversight and review of the work.

**Adjacent Private Development.** The City of Minneapolis Department of Community Planning & Economic Development and the United Properties development team are direct collaborators on private redevelopment adjacent to future parkland at UHT.

**Parkway.** The City of Minneapolis Department of Public Works will be a direct partner to the MPRB in oversight of parkway program and design through program modeling and schematic design phase.

**Stormwater Management.** The Mississippi Watershed Management Organization is conducting an analysis of UHT district and regional stormwater management opportunities across the 48-acre UHT site. The public and private partners will consider opportunities and coordinate ways to implement a cohesive plan.

**Community Engagement.** In addition to the community engagement process conducted by the MPRB in connection to park program and design, the City of Minneapolis will be engaging the community about private development and non-park public realm improvements at UHT through a separate community committee. MPRB and City staff representatives will liaise between the two committees, although there may be joint committee meetings as well. In those instances, the MPRB may request the selected consultant to present materials as part of the City’s committee meeting or meetings.

### 2.4 PROJECT OVERSIGHT AND COMMUNITY ENGAGEMENT

In addition to guidance and direction from MPRB staff and partners, the program and design process will include engagement and review according to a Community Engagement Plan created by the MPRB. See the current Community Engagement Plan; this plan is expected to evolve with the project. The frequency and timing of meetings with groups identified below will be determined in concert with the selected consultant.

Community Engagement Plan Link:
MPRB will form two oversight bodies to guide and coordinate program, design and construction activities. MPRB representatives will facilitate and manage each body and their meetings. The selected consultant will be expected to prepare materials and participate directly in meetings.

**Project Management.** To integrate the work of agencies directly conducting design within the park boundary and provide unified direction to consultants, a Project Management Team (PMT) will be formed with staff representation from the MPRB, Minneapolis Public Works, and Mississippi Watershed Management Organization. The PMT will meet regularly and often through the program and design process. The selected consultants will be asked to participate in selected PMT meetings.

**Stakeholder Advisory.** To integrate design and construction activities occurring outside the park boundary but with impacts to the park, a Stakeholder Committee will be formed consisting of staff representation from the MPRB, Minneapolis Departments of CPED and Public Works, MWMO, and the United Properties team. The Stakeholder Committee will meet routinely through the program and design process. The selected consultants will be asked to participate in selected Stakeholder Advisory meetings.

Throughout the program and design process, the MPRB will engage the community through formal and informal methods in order to shape park directives.

**Community Advisory Committee (CAC).** It is the practice of the MPRB to engage the community through a wide range of methods in a design process, including creation of a CAC that meets frequently to offer insights and guidance to the park development process. The selected consultant will participate regularly in CAC meetings facilitated and coordinated by MPRB staff.

**Informal Community Engagement.** In addition to formal advice and recommendations from the CAC, MPRB staff will also engage the community through informal methods gained through other gatherings and venues as described in the Community Engagement Plan. The selected consultant is not expected to participate directly in these activities although the input received may form important points of consideration in program and design directives.

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### 3.0 RESPONSES TO REQUEST FOR QUALIFICATIONS

#### 3.1 PRE-SUBMITTAL MEETING, QUESTIONS, AND ADDENDA

A non-mandatory, pre-submittal meeting for the work of this RFQ will be held at the MPRB headquarters, 2117 West River Road, Minneapolis, MN 55411. The pre-submittal meeting will be a joint meeting to address both the Program and Design requests.

Questions are to be submitted via email only to the MPRB Project Manager identified on the first page of this RFQ. Questions that change or substantially clarify the RFQ will be issued by written
Addenda. Addenda will be posted to the MPRB Business Opportunities webpage. See the dates on the first page of this RFQ for questions deadlines and posting of addenda.

Any communication with the MPRB’s Project Manager shall occur via email only. Because of significant coordination and possible team overlap between this RFQ and a solicitation for design and engineering services, once this RFQ is available, MPRB will only accept emailed questions regarding both services.

3.2 CONTENT OF A RESPONSE

It is the Responder’s responsibility to submit materials by the deadline and in the format described in this Section. Where responses to questions are required the Responder shall prepare a narrative response that may include graphic information, diagrams, or other means of communicating key messages. The MPRB expects creative, unique responses specific to this request and this project. **Submissions not formatted as described in this section will not be considered.**

**Format and Content of Responses.** Responders shall direct particular attention to the order and requirements of information to be included in a response as indicated in the chart below.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Requirements</th>
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<tr>
<td>1</td>
<td>Cover Letter</td>
<td>Limited to one page.</td>
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<tr>
<td>2</td>
<td>Team Identification</td>
<td>1) Concise description of each firm making up the team.</td>
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<td></td>
<td></td>
<td>2) Name, address, and phone number of the lead consultant and office location from which the work would be conducted for a lead consultant with offices outside the Twin Cities region.</td>
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<tr>
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<td>3) Name, address, and phone number of each consulting team member, and the office location from which the work would be conducted for a consultant with offices outside the Twin Cities region.</td>
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<td>4) Name, title, email, and phone number of the person who is primarily responsible for preparing the response.</td>
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<td>• The response for this section shall be limited to two pages.</td>
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<td>3</td>
<td>Project Understanding</td>
<td>5) Beyond information contained in this Request for Qualifications, describe the consultant’s understanding of the need and intent of this project.</td>
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<td></td>
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<td>6) How does the consultant envision the relationship between 1) public realm program and design, and 2) the consultant responsible for each?</td>
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<td>7) MPRB has compiled significant community input over several years regarding desired park experiences and improvements at UHT (much of the information is available on the project website under engagement</td>
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### Skills and Experience of Lead Consultant (the firm) & Project Lead (the person)

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<td>4</td>
<td>8) <strong>How was the project lead chosen for this effort and why is that individual well suited for this position?</strong></td>
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<td>9) <strong>What one or two projects completed by the Lead Consultant are most similar to this request and how do they demonstrate experience related to the work? Provide abbreviated narrative, graphic, and pictorial support as well as references and contact information.</strong></td>
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<td>10) <strong>What role did the Project Lead play in the referenced projects and how did their performance contribute to the project’s success?</strong></td>
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<td>11) <strong>Who may be contacted as a reference for detailed questions about the project identified as relevant similar experience?</strong></td>
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<td>12) <strong>What other projects demonstrate the project lead’s capacity to perform the work? Provide abbreviated narrative, graphic, and pictorial support for those projects.</strong></td>
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- The response for this section shall be limited to three pages.

- **summaries). How does the consultant propose to apply this data to their work?**

- **Engagement summaries:**

- The Project Lead shall be the single individual with primary responsibility for the consultant’s or consultant team’s work, interactions, and deliverables. The Project Lead shall have authority for making decisions for the consultant or consultant team, including negotiating changes in the professional services agreement, should modifications become necessary.

- In submitting a response and identifying a Project Lead, the MPRB assumes the Project Lead has sufficient time to fully serve in this role. No substitution in the role of Project Lead will be permitted unless the individual listed leaves the consultant firm or is physically unable to perform the work, in which case it shall be presumed that a Project Lead with substantially similar experience will be assigned and made similarly available to the project. The MPRB reserves the right to review and confirm the qualifications and suitability of any substituted...
Project Lead. In the event of a departure of a Project Lead, the consultant or consultant team assumes all responsibilities related to “onboarding,” gaps of information, delays of the project, or other similar issues resulting from a transition in high level project personnel.

- The response for this section shall be limited to three pages.

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<th>5</th>
<th>Skills and Experience of Key Personnel</th>
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<td>13)</td>
<td>What projects performed by members of the consulting team are most like the focus of this request and what roles did the team members play in the projects? Provide abbreviated narrative and graphic support for the projects, including references and contact information.</td>
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<td>14)</td>
<td>How has this experience contributed to the responder’s qualifications?</td>
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<td>15)</td>
<td>Why are the key team members assigned and why are they well positioned to perform those roles?</td>
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<td>16)</td>
<td>Are there roles deemed necessary by the consultant to perform their scope of work have not been filled at the time of response submittal and why?</td>
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- Key Personnel shall be those individuals responsible for assuming significant tasks and assuring the quality of key deliverables.
- Responders confirm that Key Personnel have time sufficient to fully serve the role. MPRB reserves the right to review and confirm any substitution during the project. The consultant assumes responsibilities related to “onboarding,” gaps of information, delays of the project, or other similar issues resulting from a transition in high level project personnel.
- The response for this section shall be limited to four pages.

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<th>Approach</th>
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<td>17)</td>
<td>In general terms, describe the approach to the creation of a Program Model. Include roles for owner, key stakeholders, and community. Identify general milestones, checkpoints and deliverables, but do not include a full work scope and schedule.</td>
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- The response for this section shall be limited to three pages.

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<th>9</th>
<th>Risks</th>
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<td>18)</td>
<td>What risks might be encountered in this process and how will the consultant mitigate those risks?</td>
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</table>
11 Certification

19) The responder shall provide and agree to the following statement, executed by an individual with authority to represent fully the activities and interests of the Responder:

I hereby certify that I am a duly authorized representative of the company and that the information contained within this response to the Minneapolis Park and Recreation Board’s Request for Qualifications is current, true and correct to the best of my knowledge. I hereby authorize and request any person, agency or firm to furnish any pertinent information requested by MPRB deemed necessary to verify the statements made in this submittal.

(Signature) (Title) (Date)

In addition to the requirements indicated in the chart above, Responders shall note the following:

- In the requirements outlined above, the term “page” shall refer to the face of each page, such that one page is equal to one face (side) of a sheet of paper;
- No page shall be larger than 8-1/2 inches by 11 inches;
- No text shall be smaller than 11 point for any portion of the primary narrative or smaller than 9 point for any other text; and
- No other material or information shall be appended to a response.

3.3 RESPONSE SUBMITTAL

Submit one electronic copy in pdf format to the project manager identified on the first page of this RFQ. Responses will not be returned and will become public data at the time of consultant selection. Late submissions will not be considered.

Paper copies to the Project Manager are optional and may also be submitted prior to an interview if team is shortlisted.

3.3 EVALUATION OF RESPONSES

Responses shall be reviewed using the following criteria:
• Adherence to requested format
  No consideration will be given to submittals failing to follow the format
• Written quality, clarity, and directness 10 percent
• Firm experience 15 percent
• Qualifications and past performance of project lead 20 percent
• Qualifications and past performance of other key personnel 15 percent
• Demonstrated project understanding including risks 20 percent
• Demonstration of thoughtfulness, creativity, innovation and expertise in professional practice 20 percent

3.4 INTERVIEWS
Shortlisted consultants will be invited to a 60 to 90-minute interview with a selection committee to present their unique experience related to this effort and approach to the creation of a program model. Interview time may include both presentation and Q&A. The selection committee will attempt to reach consensus on a preferred consultant immediately following interviews. The MPRB reserves the right to forgo interviews and select a consultant based on a qualified response. The MPRB reserves the right to negotiate a scope and fee with more than one Responder.

Shortlisted consultants shall be notified of interviews at least five days prior to any alternative dates scheduled for the interview.

Participation in the interview will be limited to five members of the consulting team and must include the Project Lead and other Key Personnel identified in the response up to the limit of participants.

Consultants selected for an interview shall consider information contained in a response to this Request for Qualifications to be read and understood, with no need to repeat or review that information during an interview. Additional information regarding interviews may be provided by the MPRB at any time prior to the interview.

The interview team tentatively includes:
• MPRB Project Manager (Kate Lamers)
• MPRB Owners Representative (Bruce Chamberlain)
• MPRB Assistant Superintendent for Planning (Michael Schroeder) and/or other organizational leadership (Adam Arvidson, Carrie Christensen, or Jennifer Ringold)
• MPRB Planning Division Project Team Members (Crystal Passi and Francisca Pass)
• MPRB Recreation Division Representative
• MPRB Environmental Stewardship Division Representative
• MPRB Community Outreach Department Representative

4.0 ATTACHMENTS
5.0 ADDITIONAL INFORMATION

5.1 ABOUT MPRB
The Minneapolis Park and Recreation Board’s mission is to permanently preserve, protect, maintain, improve, and enhance its natural resources, parkland, and recreational opportunities for current and future generations. The Minneapolis Park and Recreation Board exists to provide places and recreation opportunities for all people to gather, celebrate, contemplate, and engage in activities that promote health, well-being, community, and the environment.

The MRPB is an independent, semi-autonomous body responsible for maintaining and developing the Minneapolis Park system to meet the needs of citizens of Minneapolis. This unique structure allows independent decision-making so the MPRB can efficiently oversee a diverse system of land and water. Nine Park Board Commissioners are elected every four years: one from each of the six park districts within the city and three that serve at-large. The Board of Commissioners appoints the Superintendent to provide high-level oversight and leadership to the nationally renowned park system. Three Assistant Superintendents, all appointed by the Superintendent, oversee operations, planning and recreation with a staff of 400 + full-time and 1200 part-time employees and an annual operating budget of $54 million. The MPRB is one of five Minnesota park agencies and one of only 108 agencies in the United States that is accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA).

The Minneapolis Park System consists of 182 park properties, including local and regional parks, playgrounds, triangles, golf courses, gardens, picnic areas, biking and walking paths, nature sanctuaries, and the 55-mile Grand Rounds National Scenic Byway. Together, these properties total approximately 6,800 acres of land and water. The backbone of the park system is its full-service neighborhood recreation centers. It serves as host to approximately sixteen million visitors annually. The Park Board recently adopted a Comprehensive Plan (2007), after substantial public input, which will provide guidance through 2020.

5.2 MPRB RIGHTS
The MPRB may reject any or all proposals, parts of proposals, accept part or all of proposals and to create a project of lesser or greater scope than described in this Request for Proposal, or the respondent’s reply based on the financial components submitted. The MPRB also reserves the right to cancel the contract without penalty, if circumstances arise which prevent the Board from completing the project.

5.3 RESTRICTED DISCUSSIONS/SUBMISSIONS
From the date of issuance of the RFQ until the Project Manager takes final action, the Responder must not discuss the proposal or any part thereof with any employee, agent, or representative of the MPRB except as expressly requested by the Project Manager in writing and as stipulated in this RFQ. Violation of this restriction will result in rejection of the Responder’s proposal.

5.4 INDEPENDENT PARTIES
Except as expressly provided otherwise in the contract resulting from this RFQ, if any, the Responder shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

5.5 PERFORMANCE INVESTIGATIONS
As part of its evaluation process, the MPRB may make investigations to determine the ability of the Responder to perform under this RFQ. The MPRB reserves the right to REJECT any proposal if the Responder fails to satisfy the MPRB that it is properly qualified to carry out the obligations under this RFQ.

5.6 SEVERABILITY
If any provision of the contract resulting from this RFQ, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

5.7 NOTICES
All notices and other matters pertaining to the contract resulting from this RFQ, if any, to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address set forth on this RFQ.

5.8 INTEREST OF MPRB BOARD OF COMMISSIONERS
The Responder acknowledges that no current commissioner of the Minneapolis Park & Recreation Board has any interest, financial or otherwise, direct or indirect, in the contract.

5.9 EMPLOYEE INVOLVEMENT/ COVENANT AGAINST CONTINGENT FEES
Employee Involvement: Responder hereby certifies that, to the best of its knowledge and belief, no individual employed by the Responder or subcontracted by the Responder has an immediate relationship to an employee of the Board who was directly or indirectly involved in the procurement of a contract resulting from this RFQ. For purposes of this provision, immediate relationship means: a current spouse, a person who currently has any interest including but limited to an equity interest in the Responder’s business, and a person who is currently a party to a contract materially related to the work outlined in the RFQ, or has any interest including but limited to an equity interest in an entity who is currently a party to a contract with the Responder materially related to the work outlined in the RFQ. Contractual party interest, as outlined above, does not include an agreement with a former owner and/or employee of the Responder that is incident to the completed buyout of ownership interest and/or the final separation of employment with Responder.

Covenant Against Contingency Fees: The Responder also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFQ or any advantage thereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Responder's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the MPRB to be maintained by the Responder for the purpose of
securing business for Responder. In the event of the Responder’s breach or violation of this warranty, the MPRB shall, subject to Responder's rights, have the right, at its option, to annul any contract resulting from this RFQ without liability, to deduct from the charges otherwise payable by the MPRB under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to the MPRB under such contract, at law or in equity.

Violation of either of the above sections by Responder shall be grounds for cancellation of the contract. Such cancellation shall not limit other contractual remedies against the Responder provided in the contract, or in law, or in equity.

5.10 HOLD HARMLESS
The Responder agrees to defend, indemnify and hold harmless the Board, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney’s fees, resulting directly or indirectly from an act of omission of the Responder, its employees, agents or employees of subcontractors, in the performance of this contract of by reason of the failure of the Responder to fully perform, in any respect, all of its obligations under this contract.

The MPRB agrees to defend and hold harmless insofar as the law allows the Responder, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney’s fees, resulting directly or indirectly from an act or omission of the MPRB or its employees in the performance under this contract or by reason of the failure of the MPRB to fully perform its obligations under this contract.

5.11 DATA PRACTICES
The Responder agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Responder shall immediately report to the contract monitor any requests from third parties for information relating to this agreement. The MPRB agrees to promptly respond to inquiries from the Responder concerning data requests. The Responder agrees to hold the MPRB, its officers, department heads and employees harmless from any claims resulting from the Responder’s unlawful disclosure or use of data protected under state and federal laws.

5.12 STANDARD CONTRACTUAL OBLIGATIONS AND OTHER INFORMATION
5.12.1 PROFESSIONAL SERVICES AGREEMENT
A copy of the MPRB standard Professional Service Agreement is attached. The selected Design Team will be expected to complete the requirements of the agreement and submit signed copies prior to beginning work. The agreement MAY NOT be changed in any way without MPRB Board approval.

5.12.2 CHANGES
The MPRB may, from time to time, request changes in the Scope of Services to be performed by the Design Team. Such changes, including any increase or decrease in the amount of Design Team’s compensation, which are mutually agreed upon shall be incorporated in written amendments to the Professional Services Agreement and may require Board approval, which
takes several weeks. Design Teams shall monitor their budgets and plan and budget time accordingly.

5.12.3 SUBMITTAL CONTENTS
The contents of the submittal and any clarifications to the contents submitted shall become part of the contractual obligation and be incorporated by reference into the ensuing Professional Services Agreement.

5.12.4 DRAWING AND SPECIFICATION REQUIREMENTS
- Electronic drawing standard documents, front end specifications, AIA documents and templates shall be obtained from the MPRB Project Manager.
- Compatibility with the latest version of AutoCAD.
- Pen Table line weights and fonts shall be included as e-transmittal package.
- AutoCAD site drawing files must be projected using the Hennepin County coordinate system.

5.12.5 ENTIRE AGREEMENT
The Responder’s written submission in response to this request shall be considered the Responder’s formal offer. The content of the request, the Responder’s submission in response to the request and the resulting contract, if any, shall be the entire agreement between the successful Responder and the MPRB. It is understood and agreed that nothing herein or in the resulting contract is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any manner whatsoever. The Responder, if any, is, and shall remain, an independent Responder operating in accord with the terms and conditions of the rights granted as a result of this request.

END OF DOCUMENT