

**STATE of MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**



**MINNESOTA STATE COMMUNITY AND TECHNICAL COLLEGE - DETROIT LAKES
MAIN CAMPUS BOILER REPLACEMENT**

**REQUEST FOR PROPOSAL (RFP)
FOR
ENGINEERING SERVICES**

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system (hereinafter Minnesota State), its Board of Trustees or Minnesota State Community and Technical College to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed.

Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by emailing the change(s) and addenda directly to the invited proposers. Respondents must acknowledge any addenda when submitting a proposal. Failure to acknowledge any addenda may result in rejection of the Respondent's RFP response.

**REQUEST FOR PROPOSAL (RFP)
FOR
ARCHITECT & ENGINEERING SERVICES**

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Submit the Following Forms:

- Attachment 1 - Affidavit of Non-Collusion
- Attachment 2 - State Of Minnesota – Workforce Certification of Compliance
- Attachment 3 – Disabled Veteran

Section I. General Information

Background

With 30 community and technical colleges and seven state universities, Minnesota State is the largest provider of higher education in the state of Minnesota. Minnesota State's 54 campuses, conveniently located in 47 Minnesota communities, serve nearly 396,000 students. Fifty-eight percent of the state's undergraduate students attend a Minnesota State college or university. It is the fifth-largest system of higher education in the country. For more information about Minnesota State Colleges and Universities, please view its website at www.minnstate.edu.

Minnesota State Community and Technical College (MState) is the fifth-largest college in the Minnesota State system and the largest in Greater Minnesota, serving more than 8,000 students each year across four campuses in four counties. The Detroit Lakes campus offers a broad array of career programs that provide hands-on preparation for growing market demands in Minnesota lakes country and throughout the region, with programs unique to the Detroit Lakes campus.

Nature of RFP

The Minnesota State Colleges and Universities Board of Trustees, on behalf of **Minnesota State Community and Technical College (MState)** hereafter referred to as the "Owner", is soliciting proposals from interested, qualified consultants, and intends to retain a professional consulting firm to provide A&E services to design the described facilities improvements, hereafter referred to as the "Project". This RFP is undertaken by the College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Purpose of this Request for Proposal

The purpose of this Request for Proposal (RFP) is to evaluate and select an Engineering firm as the "Prime Consultant" to assist the Owner in the design and construction of the following project:

MState/DL-18-Main Campus Boiler Replacement

Design - Construction (Design-Bid-Build)

located at:

Minnesota State Community and Technical College – Detroit Lakes

900 Hwy 34 E

Detroit Lakes, MN 56501

The selected firm will work with the Owner, The Owner's Representative, and the System Office Program Manager to perform all necessary aspects of design required to design, on behalf of the Owner, the Project in accordance with the Minnesota State 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 and the General Conditions of the Contract for Construction (Minnesota State AIA Document A201-2017, as amended by the Owner) and the

Architect/Engineer-Owner contract, Standard Form of Agreement Between Owner and Architect, (Minnesota State AIA Document B101-2017, as amended by the Owner).

Project Description

The existing heating plant at MState Detroit Lakes is a low pressure steam system installed in 1988 that requires tremendous amount of maintenance and is in need of replacement. Access to equipment is very tight and could be considered dangerous.

This project will replace the two low pressure steam boilers in the power plant, one of which has been condemned and tagged out by the boiler inspector, with a state-of-the-art, high-efficiency, condensing hot water boiler system. Steam piping within the boiler room would require replacement; however, all piping leading outside the boiler room is already hot water. To allow flexibility and longevity, the new system is expected to operate as two primary boilers, with a third as back-up for the capacity on the coldest days, and will replace multiple heat exchangers, pumps, steam traps, valves, strainers, fittings and electrical components. Variable frequency drives will improve the efficiency of the new pumps. The existing glycol system will need to be pre-tested, tested, cleaned and flushed. New building automation system controls will allow remote monitoring of the boiler plant.

The steam-fired domestic water heater is expected to be replaced with 2 high-efficiency, gas-fired, 100-gallon domestic water heaters with stainless steel heat exchangers and the existing recirculating system will be reconnected to it. New pumps and balancing valves are anticipated.

New roof penetrations and patching and exterior wall penetrations and patching is anticipated as part of this project. These will need to comply with Minnesota State Facility Design Standards. Concrete equipment pads will need to be removed and replaced according to the new layout and the floor patched. Asbestos is not anticipated in this room.

The boiler runs on natural gas with propane as a back-up fuel to allow billing at the 20% reduced interruptible rate. The campus would like assistance seeking rebates from the utility.

This MState Detroit Lakes Boiler Replacement project is a Higher Education Asset Preservation and Replacement (HEAPR) fund project that will be initiating designer selection in October. The scope of work for this project stems from a predesign dated January 13, 2015 provided by ONE and is available with this RFP. Construction delivery method is design/bid/build and construction is anticipated to start in May, 2019 for boilers to be closed-out and fully operational by October, 2019.

Current funding provides for both design and construction.

Project Budget and Fees

The 2018 HEAPR appropriation of \$1,240,658 is for the full project, design and construction. 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 and inflation factors. The estimated cost of Construction is \$911,122. Due to timing and legislative action the predesign estimate and funding available differ.

Final contract amount will be negotiated with the selected Design Firm.

Project Schedule

Planned Phases	Planned Begin	Planned Complete
Architect/Engineer selection	October, 2018	November, 2018
Design	December, 2018	January, 2019
Construction Documents	January, 2019	March, 2019
Bidding	March, 2019	April, 2019
Construction (5 months)	May, 2019	September, 2019
Close-out	September, 2019	October, 2019

General Selection Criteria

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

1. Qualifications and experience of proposed personnel to be assigned to this Project
2. Project understanding, proposed work plan and description of services to be provided
3. Company profile and demonstrated expertise to provide Engineering Services
4. Cost in relation to level of services provided.

Accordingly, **MState** shall select the vendor whose proposal demonstrates in **MState's** sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. **MState** reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of the college. This RFP shall not obligate **MState** to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.

Selection Process

The selection committee includes Pat Nordick, Chief Financial Officer, Bruce Hurt, Building and Grounds Supervisor for the Detroit Lakes campus, a selected Owner's Representative, and the Minnesota State System Office Program Manager, Terry Olsen. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

The following is the intended schedule for the RFP selection and procurement process to obtain Engineering design services. College reserves the right to modify this schedule as necessary. Please RSVP Bruce Hurt, Buildings and Grounds Supervisor for Detroit Lakes campus, at (612) 741-7810 to participate in optional facility tour.

<u>Event</u>	<u>Day</u>	<u>Date</u>	<u>Time (CS)</u>
RFP Release Date	Friday	October 26, 2018	
Optional Facility Tour	Tuesday	November 6, 2018	10:00 AM
Request for Information Deadline	Thursday	November 8, 2018	3:00 PM
Response to Questions	Friday	November 9, 2018	1:00 PM
RFP Response Submission Deadline	Tuesday	November 20, 2018	3:00 PM
Notification of Award	Tuesday	November 27, 2018	

Contract Award and Pricing Structure

Engineering and any related architectural and or engineering services will be awarded for the projects to complete to the Owner's designated standards all phases of design including the close-out. The Close-Out phase is anticipated to extend one year beyond the end of the construction phase due to the 12 month warranty period which culminates with the walk through by all players.

Contract Term

The successful vendor will be required to meet all the terms and conditions and execute the Minnesota State AIA Document B101-2017, as amended by the Owner. **MState** desires to enter into a contract with the successful vendor effective approximately on the dates listed in the preceding timetable. The length of such contract(s) shall not exceed forty-six (46) months. If **MState** and the vendor are unable to negotiate and sign a contract by November 30, then **MState** reserves the right to seek an alternative vendor.

Parties to the Contract

Parties to this contract shall be the "State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of **MState** and the successful vendor.

Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract(s) upon 30 days written notice, with or without cause.

Definitions

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

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the system office and/or any Minnesota State College or University (C/U).

Minnesota State system office: The central administrative system office of Minnesota State Colleges and Universities located at; 30 7th Street East, Suite 350, St. Paul, Minnesota, 55101.

College/University (C/U): The specific Minnesota State College or university for which the Project will be designed and constructed.

Responder/Respondent: A firm which replies to this RFP.

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

Applicable Law

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

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of Century College.

Entire Agreement

A written AIA Document B101-2017 as amended by the Owner and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties, whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

Sample Contract Agreement

A sample AIA Document B101-2017 as amended by the Owner may be viewed and downloaded at http://www.minnstate.edu/system/finance/facilities/design-construction/pm_emanual/eManual%20index%version%202.0html , 4. Consultants and Construction Selection and Contract Families ST.30 A/E Standard AIA B101-2017 – AND ST.31 A/E Standard B101-2017 Project Attachment.

Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the vendor's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the vendor shall be deemed to have accepted

all such terms, conditions, specifications and the manner of the RFP. A vendor's failure to raise an issue related to the terms, conditions, specifications or manner of this RFP prior to the proposal submission deadline in the manner described shall constitute a full and final waiver of that vendor's right to raise the issue later in any action or proceeding relating to this RFP.

Owner's Right to Amend the RFP

The Owner reserves the right to amend any segment of the RFP prior to selection of a successful respondent and award of a contract. If a change occurs in the Owner's requirements causing a modification of the RFP scope of work or statement of requirements, such change will be communicated in writing as an addendum to the RFP and made available to all prospective responders. Any responses to questions or addenda to this RFP will be emailed directly to the invited proposers no later than the date listed under the Selection and Implementation Timeline.

Responders must meet the requirements of all addenda and acknowledge receipt of all addenda in their proposal cover letter.

Duration of Offer

All proposal responses must indicate they are valid for a minimum of thirty (30) calendar days from the date of the proposal opening unless extended by mutual written agreement between **MState** and the vendor.

Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

Authorized Signature

The proposal must be completed and signed in the firm's name or corporate name of the vendor, and must be fully and properly executed and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities, its Board of Trustees or **MState** to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. The college also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

1. reject any and all proposals received in response to this RFP;
2. select a proposal for contract negotiation other than the one with the lowest cost;
3. negotiate any aspect of the proposal with any vendor;
4. terminate negotiations and select the next most responsive vendor for contract negotiations;
5. terminate negotiations and prepare and release a new RFP;
6. terminate negotiations and take such action as deemed appropriate.

Section II. Parties to the RFP

Minnesota State Community and Technical College (MState)

Section III. CONSULTANT Scope of Services

Deliverables, all provided to the campus and uploaded in e-Builder:

- Test Results
- Drawings for each phase of project development
- Specifications for design development, construction document and bidding phases.
- Cost Estimate at each phase of project from Schematic Design through Construction Documents
- Schedule updates
- Meeting minutes
- Supporting graphics, photos as relevant
- Construction administration documents
- Close-out documents including punch lists and record documents.

The selected Design Team shall:

- Prior to starting design, the Design Team shall begin with a review, verification, and analysis of the Predesign documents and requirements to fit the project scope within the available project budget for construction, and modification to consolidation in south boiler room. Review routing including anticipated new and existing penetrations in non-rated and fire-rated walls and roofs and required patching.
- Meet with facilities personnel, identify and recommend products, and offer suggestions if more economical and sustainable.
- Assist in evaluating staging aspects to minimize disruptions caused by the project's schedule. Note the Design Team needs to clearly communicate design and cost ramifications of the schedule impact(s) to enable the Owner full understanding of the design and schedule decisions.
- Include on-site field verification of existing conditions and systems in all building areas in their scope of services, including photographic documentation of applicable existing conditions and providing an electronic copy of collected information and photographs to the Owner.
- Develop a project that advances the campus's sustainability goals through reduced energy use.
- Complete all designs, drawings and specifications in accordance with, as a minimum:
 - a. Current Minnesota State Colleges and Universities Design Standards, available on website <http://www.mnscu.edu/system/finance/facilities/design-construction/resources.html>
 - b. Mechanical and Electrical codes
 - c. All applicable codes, statutes and laws
 - d. ADA regulations
 - e. State of Minnesota Sustainable Building Guidelines (B3-MSBG 2030)
- Prepare all design documents using computer-aided design and drafting technology in an electronic data exchange file format acceptable to Minnesota State Colleges and Universities.
- Recommend paths for regulatory compliance and submit documents for plan review to assist with acquisition of a building permit.
- Provide project status updates from design through construction administration.
- Assist with value management design decisions as needed.
- Provide bidding assistance, including attending pre-bid meeting, bid tabulation, and recommendation for award.
- Provide construction observation and inspections as appropriate.
- Provide project coordination, including with Owner's other specific consultants.

- Review and respond to RFIs, prepare PRs, ASIs and COs in coordination with the Owner.
- Manage and maintain project information within the Minnesota State web-based enterprise project management system (EPMS). Minnesota State project management software is a product known as “e-Builder”. It includes real time visibility of the project status, coordination, reporting, and a central location for all project information.

Required Consultant Team

- Mechanical Engineer – including design and engineering and integration with the existing building management and temperature control systems. If this discipline is lead, then project management, project cost estimating and project scheduling including assistance with staging concepts for construction, and construction administration is required.
- Architectural Services, as applicable – including architectural design, code review, and project management if not covered under the mechanical engineer.
- Electrical Engineer – including integration with the existing and new mechanical systems(s).
- Telecommunications and data systems designer – if needed for controls with the new and existing systems, as applicable.
- Cost Estimating Consultant (unless provided as a part of the Prime firm’s internal services).
- Roofing Consultant – For any roof work, patching and penetrations, a roof design subconsultant coordinated with and acceptable to the Minnesota State Colleges and Universities’ institution and System Office will be an integral part of the Design Team. The Design Team’s fee shall include the fees and reimbursable expenses of the roof design subconsultant from the Schematic Design phase through the bidding phase.

Information Contact

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

Name: Pat Nordick
 Title: Chief Financial Officer
 Address: 405 Colfax Avenue SW, Wadena, MN 56482
 E-mail address: Pat.Nordick@minnesota.edu

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

Section IV. Response Evaluation

Criteria described below, based upon the point scale, will be used to evaluate Responder’s proposals. The evaluation may include requests for additional information, and will focus on the specifics of the Responder’s response to the RFP and approach.

The Owner does not agree to reach a decision on a specific date as to which firm is selected, although it is intended the evaluation and selection will be completed by the date identified in the Selection and

Implementation Timeline article of this RFP. This single solicitation will be used to award a single A&E contract.

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

PASS /FAIL REQUIREMENTS:

- 1.) Responder's proposal must be submitted on time.
- 2.) Respondents shall make affirmative representations of the following on the proposal Cover Letter.
 - a. Submittal shall bear an original signature, in ink, of a principal of the firm.
 - b. A statement that proposal contents are true and accurate to the best knowledge of signatory.
 - c. A statement of commitment to enter into the work promptly, if selected, by assigning the persons named in the proposal along with adequate staff to meet requirements of the work.

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 brief 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 these projects, 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 comprehensive communications plan with successful use of e-Builder. 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 EXPERIENCE WITH SIMILAR PROJECTS - - 20 points

The Respondent will provide a summary (three pages maximum) of its Owner's Representative 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 Minnesota State, 2010 to present.
- B. The members of your proposed team for the present project that worked on the previous project and in what capacity.
- C. Non-Minnesota State projects completed 2010 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.

PROJECT APPROACH, METHODOLOGY, AND WORK PLAN - - 25 points

The Respondent should describe its understanding of the project and its approach and methodology for providing complete engineering as well as any necessary architectural services, describe whatever difficulties or challenges it foresees in providing services to the Owner on these projects, 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.

COST - - 20 points

The proposal with the lowest overall costs will receive the maximum points. Points will be awarded to each of the other proposals by dividing the lowest proposal's overall cost by each of the other proposals. The answer will always be less than 1. Take the answer of the division and multiply by the maximum points. The answer will be the number of points (rounded to the nearest whole number) assigned to the total cost for this Responder.

- Here is an example: The maximum points awarded for price is: 20. The lowest proposed cost is \$100. That Proposal receives 20 points. The second lowest cost is \$125. Divide \$100 by \$125. This equals .8. Multiply $.8 \times 20 = 16$. 16 is the number of points to be awarded to the second Proposal. The third Proposal is \$140. Divide \$100 by \$140. This equals .71. Multiply $.71 \times 20 = 14.2$ (round to the nearest whole number). 14 is the number of points to be awarded to the third Proposal.

PREFERENCES -- 6 points (extra points)

Preference to Targeted Group (TG) and Economically Disadvantaged (ED) Business and Individuals

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

Veteran-owned/Service Disabled Veteran-Owned Preference – 6 points (extra points)

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

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should include a copy of the letter of certification or a screen print of the appropriate website showing certification as part of the RFP response submittal. **Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.**

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference. Information regarding certification by the United States Department of Veterans Affairs may be found at <https://www.va.gov/osdbu/>.

A proposal may be rejected if it is determined that a vendor's ability to work with the existing infrastructure will be too limited or difficult to manage.

Section V. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors

As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require

CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

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

Problem Resolution Process

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

Affidavit of Non-Collusion

All responding vendors are required to complete the **Affidavit of Non-Collusion form (Attachment 1)** and submit it with the response.

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000 all responding vendors are required to complete the **Human Rights Certification Information and Affirmative Action Data Page (Attachment 2)** and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 660 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection. As this solicitation is based on the Professional Technical Master contract, each of the three project contracts are anticipated not to exceed \$100,000 and may require modification of the scope of services.

Insurance Requirements

A. The selected vendor will be required to submit a **Certificate of Insurance** to the **MState** authorized representative prior to execution of the contract. The selected vendor shall not commence work under the contract until they have obtained all the insurance described below and Minnesota State has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

B. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:

a. **Workers' Compensation Insurance:** The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require

the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts CONSULTANT from Workers' Compensation insurance or if the CONSULTANT has no employees in the State of Minnesota, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements.

If during the course of the contract the CONSULTANT becomes eligible for Workers' Compensation, the CONSULTANT must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

- b. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

\$2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Products and Completed Operations Liability
Blanket Contractual Liability

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

- c. Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL) for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

Additional Insurance Conditions:

- CONSULTANT's policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of CONSULTANT's performance under this contract;
- If CONSULTANT receives a cancellation notice from an insurance carrier affording coverage herein, CONSULTANT agrees to notify Minnesota State in accordance with the policy provisions with a copy of the cancellation notice, unless CONSULTANT's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without advanced written notice to Minnesota State in accordance with the policy provisions;
- CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles;
- If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached;
- CONSULTANT's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability insurance above;
- CONSULTANT shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the CONSULTANT's policy limits to satisfy the full policy limits required by the Contract.

C. **MState** reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection by **MState** and copies of policies must be submitted to **MState** authorized representative upon written request.

State Audit

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

Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota

and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected vendor. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

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

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

Conflict of Interest

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

Organizational Conflicts of Interest

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

Physical and Data Security

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13; and other applicable laws.

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of Minnesota State and **MState**.

The vendor shall recognize Minnesota State sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

The vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State and NCC from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the "Authorized Representative" to be identified in the contract.

Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than **3:00 pm CT on Tuesday, November 20, 2018:**

Minnesota State Community and Technical College
Attention: Pat Nordick, Chief Financial Officer
405 Colfax Avenue SW,
Wadena, MN 56482

Please note that the proposals are NOT sent to the Detroit Lakes Campus.

The responder shall submit three **[3]** copies of its RFP response and a compact disc (or flash drive) with the RFP response in pdf format. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. Proof of authority of the person signing must accompany the response.

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

Fax and e-mail responses will not be considered.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of "white out" is considered an alteration.

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ATTACHMENT 1

**STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

ATTACHMENT 2
MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO CONTRACTORS
WORKFORCE CERTIFICATION OF COMPLIANCE

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

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

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

STATE OF MINNESOTA –WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

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

Name of Company: _____ Date _____
Authorized Signature: _____ Telephone number: _____
Printed Name: _____ Title: _____

For Assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/> TC Metro: 651-539-1095 Toll Free: 800-657-3704
Email: compliance.mdhr@state.mn.us TTY: 651-296-1283

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS
WORKFORCE CERTIFICATION OF COMPLIANCE**

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

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

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

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

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

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

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

**ATTACHMENT 3
DISABLED INDIVIDUAL CLAUSE**

- A. A vendor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take disabled individuals without discrimination based on their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- C. In the event of a vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
- D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.
- E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

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

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

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____