



MINNESOTA STATE

REQUEST FOR PROPOSALS

#107712709

Comprehensive Facilities Plan

for

Minnesota State University, Mankato

System Overview on Comprehensive Facilities Planning

The Minnesota State Board of Trustees requires all institutions within the system to maintain and regularly update their campus comprehensive facilities plan to assure short and long-range planning of college and universities facilities. Campus development, siting of new buildings and structures, and renovation, repair and renewal of existing facilities shall be consistent with the most current comprehensive facilities plan.

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

Current comprehensive facilities plans are used as a preliminary step when:

- Developing projects for a capital budget or revenue bond request
- Evaluating and improving space utilization
- Acquiring or selling real estate
- Prioritizing repair and replacement needs, and
- Identifying or removing obsolete space

Campus Overview:

Minnesota State University, Mankato is seeking the services of a consulting team to develop a new campus comprehensive facilities plan, last updated in 2013. Minnesota State University, Mankato is a member of the Minnesota State system, located in the south central region of the state. As a four-year university based in Mankato, Minnesota, the institution offers 14,000 students (Number of FYE) annually a wide range of education opportunities to enhance personal growth and community vitality.

Campus Description

Minnesota State Colleges and Universities is the fifth-largest system of higher education in the United States. It is comprised of 31 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is governed by a 15 member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State Colleges and Universities, please view its website at www.minnstate.edu.

Minnesota State University, Mankato, a comprehensive university in the Minnesota State system, is located on a 303-acre campus in Mankato, Minnesota, a community of approximately 53,000 situated in the Minnesota River Valley of south central Minnesota. The University offers a full range of undergraduate and a broad selection of graduate programs, and as such, has statewide responsibilities for the articulation of and providing access to professional programs not available at other colleges and regional universities. The University also has a major obligation to provide leadership in applied research important to the economy and quality of life in the state.

Founded in 1868, Minnesota State University, Mankato, has evolved from its beginnings as a normal school, to become in 1921 Mankato State Teachers College when it was authorized to offer a four-year curriculum. Because of its increasing commitment to providing more than teacher preparation, the name was changed to Mankato State College in 1957. The institution continued to grow in size and its reputation for academic excellence led to university status in 1975. Mankato State University became Minnesota State University, Mankato, in September 1998, giving further prominence to its growth to an institution recognized nationally.

More than 14,000 students, including more than 600 international students from approximately 75 countries, attend Minnesota State University, Mankato. 1,500 faculty and staff, including more than 700 teaching faculty, provide for those student customers.

For additional information on the campus those interested are invited to review the University's Web site at: <http://mankato.mnsu.edu/>

The campus is comprised of 1,809,355 square feet of academic and administrative buildings, and 985,141 square feet of revenue buildings for Residential Life and the Centennial Student Union. The age of buildings ranges from the early 1960's to the most recent additions of the Dining Hall and Clinical Sciences Building in 2016.

The campus has recently undergone a guaranteed energy retrofit project for all academic and the student union. At the time of this proposal the campus has several facility initiatives that we are looking at now or planning for in the relatively near future.

Current Facility Planning Efforts

- Pre-design for the replacement of Armstrong Hall
- Schematic Design for the addition of a seasonal sports dome
- Planning and discussion for new and updated Campus Recreation space facilities.
- Pre-design for the replacement of Blakeslee Stadium (as described in the existing Athletic Facilities Master Plan)
- Site and scope planning for an additional academic building for College of Business
- Investigating concepts for Greek Housing
- Future replacement of Carkoski Commons and construction of the Res-Life final phase of their master plan.
- Many facilities asset preservation projects to continuously chip away at of over \$82,520,000 of deferred maintenance identified in the system Sightlines software system.

The campus has completed a comprehensive Space inventory and utilization analysis during the 2016/17 school year and we found that our campus meets most of the space utilization metric goals of the Minnesota State System. However, given the enormous size of the Armstrong Hall building, we are embarking on a plan to increase space utilization beyond the system recommended minimums and advance scheduling principles along with purposing existing space to allow the replacement of Armstrong Hall with a smaller building.

Proposals must be submitted in a sealed envelope marked RFP #107712709 – MSU Comprehensive Facilities Plan no later than 2:00 pm on September 18, 2018.

Mail or deliver five (5) proposals with a flash drive in PDF format to:

Donna Hensel, Facilities Purchase Coordinator
Minnesota State University, Mankato
358 Wiecking Center
Mankato, MN 56001

Mail or deliver one (1) hard copy **plus** an electronic copy to:

Michelle Gerner, Facilities Senior Planner
Minnesota State
Wells Fargo Place – Suite 350
30 7th Street East, St. Paul, MN 55101-7804
Michelle.gerner@minnstate.edu

Electronically transmitted proposals are not acceptable to meet the proposal due date. Proposals received after **2:00 p.m. September 18, 2018**, will be returned. Proposals must be clearly marked: **Minnesota State University, Mankato Comprehensive Facilities Plan Proposal.**

Scope of Services:

The consulting team shall perform the following work in conjunction with the campus 'Comprehensive Facilities Plan Committee' (which will include representatives of academic and administrative areas, faculty, and students) to assess current utilization and future space and organizational needs, enrollment and demographics of growth/decline, program needs, campus access, and the overall aesthetic sense of campus. The overall updated Comprehensive Facilities Plan shall address the following key components:

General:

- Update to the 2013 comprehensive facilities plan with options that are in the best interest of Minnesota State University, Mankato.
- Campus vision for next 20 years with specifics on the next five years.
- Highlight campus mission and long term goals and alignment of facilities development
- Evaluation of Enrollment, Programs and Space Requirements
- Improvement of utilization of existing facilities.
- Campus snapshot of campus spaces such as classrooms, offices, support, building services, etc.
- Addressing academic and workforce needs through space realignment, reconfiguration, and demolition.
- Current and future capital projects should address deferred maintenance, space utilization, flexible space, 'rightsizing' of classroom and lab space, or program repurposing and redevelopment.
- Reflect projected FYE for the next five years and longer term vision.
- Short (1-5 year), mid (6-15 year), and long-term (16-20 year) of proposed incremental capital and (if applicable) revenue fund budget scenarios.
- Dollar amounts, timeframe (short, mid or long term), and type of funding (Capital, R & R, HEAPR, Revenue Fund, Recommissioning, other).
- Discuss integration of Sustainable Building 2030 goals, energy benchmarking, and Presidents Climate Commitment.
- Consolidation and possible relocation of programs to better serve students.

- Incremental plans to modernize for enhanced program efficiency and effectiveness.
- Collaborative programs and partnerships at the campus.
- Academic goals (mission statement).
- Energy Efficiency plan and sustainability efforts defined.
- Review and incorporate any COPE (Construction Occupancy Protection Exposure) findings.
- Critical importance is the planning of the campus in relationship to the academic and workforce demographic and regional partnerships. All of these elements to be analyzed and integrated into plan, including:
 - Regional issues (county/population projections/economic indicators) and connections to other Minnesota State institutions.
 - Short, mid, and long-term demographics with trend analysis on the last ten years of growth decline or stabilization.
 - Analysis for campus (campus location/city zoning/relationship to Minnesota State partner campuses).
 - Learner types (program fit, growth, on line development impact/workforce influence, etc).
 - Distance matrix for surrounding campuses (private and Minnesota State colleges and universities).
 - Key elements of Academic Master Plan, Higher Learning Commission Self Study, AQIP Systems Portfolio, and other academic partners.
 - Collaborative programs, business/workforce partnership with Minnesota State colleges and universities, public and private partnerships, and regional issues.
 - Changes in enrollment due to program and workforce needs.
 - Reflect the Board of Trustees principles for capital planning.
 - Municipal partnerships.

Site:

- Aerial map of the campus, land use, zoning, and intersection of campus with the wider community.
- Location and relationships of facilities, leased, amenities and surroundings.
- Land acquisition or reclamation of existing land for “higher and better use”.
- Parking analysis, vehicle, overall transportation issues and pedestrian circulation.
- Pedestrian circulation, assist in overall site planning with care given to sustainability in transit issues, wetlands, rain gardens, landscape strategy, campus littering campaign, native prairie landscape.
- Mass transit, bus, bike and carpooling impact.
- Security components as it fits the cost (scope) of the project to be considered. Include comprehensive security plan.
- Improvements and alignment of the existing site with future facility modifications.
- Demolition, renovation, mothball, addition delineated on the site maps that reflect demographics, workforce or mission.

Building:

- Improve overall facilities stewardship by reducing deferred maintenance, Facilities Condition Index (FCI), FRRM, and improving space use.
- Propose an incremental guide for improvement to reach the short, mid and long term vision.
- Short (1-5 year), mid (6-15 year), and long-term (16-20 year) of demolition, right-size, mothball, renovate, leasing, or addition to improve campus.
- Renovate and repurposing classroom and lab spaces to improve utilization.
- Integrate the EMS space utilization system
- Overall gross square feet of classrooms (110) and lab spaces (210) – (Campus will provide data).
- Reflect facility and property changes that have occurred the past five years and to prioritize future projects.

- Short, mid, and long term plans for residence halls and associated residential life facilities
- Sustainability components to advance facilities and financial issues.
- Define existing physical plant capacity and infrastructure, current and future space needs, reflecting short and long-term demographics.
- Define existing sustainability.
- Provide square footage for short term (1-5 year) classroom and lab space capital projects.
- Use campus inventory of existing rooms that are dedicated to academic space, office space, common space, etc.
- Integration of technology infrastructure and projected impact of online offerings.

Other:

- Prepare an updated document as outlined in the 'Comprehensive Facilities Plan Update Guidelines' (http://www.minnstate.edu/system/finance/facilities/planning-programming/predesign/pdf/cfp-guide-2017-update_070117.pdf).
- Compile and analyze data from previous studies and plans to ensure a consistent plan for Minnesota State University, Mankato (i.e. graphics that clearly indicate building plans with names and room numbers, space utilization, deferred maintenance analysis of reinvestment module, facilities condition index (FCI), academic plan, enrollment and demographics of growth/decline, security plan, energy management improvement, technology and overall access issues with transportation and parking). Note how the consultant will perform this work in conjunction with the campus.
- Align with the principles established in the core commitments of the Strategic Framework Guidance as well as the '*Charting the Future*' report which was adopted by the Board of Trustees. Visit the Facilities website for full details.
- Consultant to provide 35%, 65%, and a 95% drafts to the campus and to Capital Development at the system office for review and comments. The results of this review should be incorporated before submitting the final document.
- Present the document and recommendations to Campus President and College Administration. Provide five (5) bound copies of the final document, plus a flash drive with the proposal in PDF format.
- Provide a CD/thumb drive with an electronic copy of the document in pdf format.
- Present the plan with the President and Minnesota State University, Mankato administration, to the system office. Assistance in the documentation for the preparation (other than graphics made available in the comprehensive facilities plan documents) may be requested at a later time.

Candidate Minimum Qualifications:

The consulting team shall have a minimum of five (5) years prior experience with college or university planning and comprehensive facilities planning on a similar campus type environment. Municipal, corporate, or other relevant campus planning may be considered. The prior experience must demonstrate the ability to determine facilities utilization, evaluate conditions, understand deferred maintenance condition assessments, incorporate sustainability components, ability to suggest project and potential total project costs, evaluate multi-campus, assess academic program needs, and project future space needs based on that data.

Required Proposal Information:

- Name of the firm and its legal status
- Company background – brief statement of company history and relevant experience
- Qualifications of all personnel involved with the project
- Identify lead person responsible for the project and their specific qualifications
- Three references pertinent to Comprehensive facilities plans including contact name, date of work performed, and phone numbers.

- Consultants shall state how they will perform the scope of work required within the proposed fee range of up to **\$120,000**.
- Include a description of methodology on how consultant will work with the campus to perform this scope of work to gather information, create options, and how overall communications are expected to flow along with proposed schedule with key milestones to complete the comprehensive facilities plan.
- Copies of at least three comprehensive facilities planning documents that have been completed by the firm should be sent to the campus contact only (not to Michelle Gerner at the system office). These plans will be returned within 30 days of receiving them. Documents will be used for review only by the selection team to evaluate the graphics and ability to convey efficiently and effectively the comprehensive facilities plan.
- Proposals should be no more than twenty (20) pages. (double sided or 40 faces) Required forms, affidavits and certification pages not included in total.
- A commitment to enter the work promptly, if selected, along with adequate staff to meet the requirements of the work and a proposed schedule to demonstrate the ability to complete the update. The schedule should show key meetings and review times.

This solicitation does not commit to award a contract or to pay any costs incurred in the preparation of the proposal. Minnesota State University, Mankato reserves the right to accept or reject any and all proposals.

Selection Process:

Consultants' responses will be evaluated by the Comprehensive Facilities Plan Committee based on the experience and demonstrated capacity of the consultant to meet the needs of Minnesota State University, Mankato. The following criteria will be taken into account in evaluating responses:

- Qualifications/Experience
- Capacity of firm to complete the project on time
- Evaluation of methodology and proposed description of how scope of work will be performed by the consultant and Minnesota State University, Mankato to complete the comprehensive facilities plan.
- Cost

Proposed Schedule: (Dates for completion of work and presentation are approximate.)

RFP Issued	August 29, 2018
Questions on proposal submitted on Facilities website by:	September 7, 2018 by 4:00 p.m.
Answers posted on Facilities Purchasing website by:	September 10, 2018 by 4:00 p.m.
Proposals Due	September 18, 2018 by 2:00 p.m.
Selected Consultants will be notified for interviews by:	September 25, 2018
Interviews at Minnesota State University, Mankato campus	September 27, 2018
Contract Signed	October 4, 2018
Notice to Proceed	October 8, 2018
Preliminary Kick-Off Meeting w/Capital Development (System Office)	October 15, 2018
35% Completion for review (existing conditions)	December 15, 2018
65% Completion for review	March 1, 2019
95% Completion for review	May 1, 2019
Presentation to the System Office	June 15, 2019

Fees:

Provide a rate for each fee option:

- Hourly rate (include a total for all personnel costs listing individual rates.)
- Fixed fee (lump sum fee) includes all personnel costs associated with the project.
 - Vendor to include all travel and subsistence expenses in their lump sum fee. Printing expenses will be allowed at cost.

Additional RFP Response and General Contract Requirements**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 Minnesota State University, Mankato.

School: Minnesota, State University, Mankato

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

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

Applicable Law

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

Entire Agreement

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

Deviations and Exceptions

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

the manner described shall constitute a full and final waiver of that vendor's right to raise the issue later in any action or proceeding relating to this RFP.

Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between Minnesota, State University, Mankato 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 (Minnesota State) system, its Board of Trustees or Minnesota, State University, Mankato 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. Minnesota, State University, Mankato 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.

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 Minnesota, State University, Mankato or the vendor.

Affidavit of Non-Collusion

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

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000 all responding vendors are required to complete the Human Rights Certification Information and Affirmative Action Data Page and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 660 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

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

Veteran-Owned Preference

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

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

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

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

Insurance Requirements

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the Minnesota, State University, Mankato's 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:

1. 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, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
2. 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
Name the following as Additional Insureds:
Board of Trustees of the Minnesota State Colleges and Universities
Minnesota, State University, Mankato

3. 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)

In addition, the following coverages should be included:

4. Errors and Omissions (E & O) Insurance. The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the vendor's professional services required under this contract. The minimum insurance amounts will be:

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

Any deductible will be the sole responsibility of the vendor and may not exceed \$50,000 without the written approval of Minnesota State. If the vendor desires authority from Minnesota State to have a deductible in a higher amount, the vendor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that Minnesota State can ascertain the ability of the vendor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and vendor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by vendor to fulfill this requirement.

Additional Insurance Conditions:

- Vendor'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 vendor's performance under this contract;
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice, unless vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minnesota State;
- Vendor is responsible for payment of contract related insurance premiums and deductibles;
- If vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Vendor 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 vendor's policy limits to satisfy the full policy limits required by the contract.

C. Minnesota, State University, Mankato 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 Minnesota, State University, Mankato and copies of policies must be submitted to Minnesota, State University, Mankato's authorized representative upon written request.

State Audit

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to 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's 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's 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 Minnesota, State University, Mankato.

The vendor shall recognize Minnesota State's 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 Minnesota, State University, Mankato 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.

Reimbursements

Vendor to include all travel and subsistence expenses in their lump sum fee. Printing expenses will be allowed at cost.

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

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

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

It is hereby agreed between the parties that 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 – Affirmative Action Certification

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

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

Your response will be rejected unless your business:

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

–or–

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

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

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

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

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

Phone: 651-296-5663

Toll Free: 800-657-3704

Fax: 651-296-9042

TTY: 651-296-1283

Web: mn.gov/mdhr

Email: compliance.mndh@state.mn.us

Affirmative Action Certification Page, Revised 6/11 – MDHR

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

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to 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.

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: _____

Minnesota Department of Human Rights
ATTN: Contract Compliance
Freeman Building
625 Robert Street North
Saint Paul, MN 55155
(Or Send to - compliance.MDHR@state.mn.us.)

Equal Pay Certificate Application

- We are in compliance with Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Minnesota Human Rights Act, and the Minnesota Equal Pay Act for Equal Work Law.
- The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors, within each of the major job categories in your EEO-1 report. If you are not required to file an EEO-1 report, taking into account mitigating factors, the average compensation for female employees is not consistently below the average compensation for male employees within your organization.
- We make hiring, retention and promotion decisions without regard to gender, nor do we limit employees based on gender to certain job classifications.
- We promptly correct wage and benefit disparities.
- We evaluate wages and benefits (annually) (two year period) (other, please specify) to ensure compliance with the above identified laws.
- In determining our employee compensation we use: (check below)
 - Market pricing approach
 - State prevailing wage or union contract requirements
 - Performance pay system
 - An internal analysis
 - Other method (please specify) _____

Enclosed is our application fee of \$150, made payable to the “Minnesota Department of Human Rights.”

In signing below, I affirm that I am the Board Chairperson or Chief Executive Officer and that the above information to the best of my understanding is accurate and complete.

Signature Print Name Date

Business Name Business Address

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

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

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

1. Principal place of business is in Minnesota.

and

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

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

Claim the Preference

By signing below I confirm that:

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

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

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