



Request for Proposal 12512-1

McElroy E & F-Hall HVAC Renovation Design Services

November 8, 2017

Department of Facilities Management – Planning and Construction



**Minnesota State University, Mankato
Facilities Purchasing Office**

Request for Proposal

McElroy E & F-Hall HVAC Renovation Design Services

Return proposals to:

Donna Hensel, Coordinator
Minnesota State University, Mankato
358 Wiecking Center
415 Malin Street
Mankato, MN 56001
507-389-5016
Email: donna.hensel@mnsu.edu

Current Date: **11/08/17**

RFP Due Date:	12/7/2017
RFP Due Time:	2:00 PM
RFP Number:	12512-1

Name of Vendor Firm: _____

Firm Contact: _____

Phone: _____ Fax: _____ Email: _____

Proposals are being accepted by Minnesota State University, Mankato for design services for the HVAC renovation in McElroy E-Hall and F-Hall. See anticipated scope of work in the RFP following.

Minnesota State University, Mankato shall bear none of the costs incurred by any proposer or potential proposer in their preparation of the proposal documents or any visits to campus. All such costs are the responsibility of the proposer.

SUBMISSION

The responder shall submit 3 copies of its RFP response and a flash drive with the RFP response in PDF format. Proposals are to be submitted in a sealed envelope, plainly marked "Proposal No. 12512-1 McElroy E & F-Hall HVAC Renovation Design Services" along with the Company's name and date and time of the scheduled opening. Minnesota State University, Mankato, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified. Proposals made in pencil or forwarded using e-mail and the internet will be rejected.

LIABILITY

Company agrees to indemnify and save and hold the University, its agents and employees harmless from any and all claims or causes of action arising from the performance of this agreement by Company or Company's agents of employees. This clause shall not be construed to bar any legal remedies Company may have for the University's failure to fulfill its obligations pursuant to this agreement.

DISCLAIMER

Issuance of this Request for Proposal in no way commits the University or its faculty or staff to enter into a contract for services outlined above. The University reserves the right to reject any or all Requests for Proposal submitted in response.

MINNESOTA DATA PRACTICES ACT

The CONTRACTOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the CONTRACTOR or the STATE. In the event the CONTRACTOR receives a request to release the data referred to in this Article, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

MINNESOTA STATE COLLEGES AND UNIVERSITIES

MINNESOTA STATE UNIVERSITY, MANKATO

REQUEST FOR PROPOSAL (RFP) FOR McELROY E & F-HALL HVAC RENOVATION DESIGN SERVICES

SPECIAL NOTE

This Request for Proposal (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. 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 posting notice of the change(s) on the Minnesota State University, Mankato - Facilities Purchasing Web Site: <http://www.mnsu.edu/fpurchas/>. For this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal. Addendum to the RFP will be available on this site. Consultants must acknowledge any addendum when submitting a proposal. Failure to acknowledge any addendum may result in rejection of Consultant's RFP response.

**REQUEST FOR PROPOSAL (RFP) for
McELROY E & F-HALL HVAC RENOVATION DESIGN SERVICES**

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SECTION I. - GENERAL INFORMATION

BACKGROUND

Minnesota State Colleges and Universities (Minnesota State) 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, please view its website at www.minnstate.edu.

Minnesota State University, Mankato, a comprehensive university in the Minnesota State Colleges and Universities (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.

The University is under the control and management of the Minnesota State Colleges and Universities (Minnesota State) Board of Trustees, an agency of the State of Minnesota.

More than 15,000 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://www.mnsu.edu/>

NATURE OF RFP

The Minnesota State Board of Trustees, on behalf of Minnesota State University, Mankato, hereafter referred to as the "OWNER" is soliciting proposals from interested, qualified consultants, and intends to retain a professional consulting firm to provide design, bidding, construction administration and project closeout services to assist with the design and construction of the described facilities improvement(s), hereafter referred to as the "PROJECT". This RFP is undertaken by Minnesota State University, Mankato pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

PURPOSE OF RFP

The purpose of this Request for Proposal (RFP) is to evaluate and select a consultant to assist the OWNER in the performance of its obligations and enforcement of its rights during the design and/or construction of the McELROY E & F-HALL HVAC RENOVATION project located on the campus of Minnesota State University, Mankato in Mankato, Minnesota. The consultant shall work with the OWNER's appointed Project Manager, the OWNER's System Office Program Manager, and related consultants and the construction contractor(s) to administer the design and/or construction contract(s) on behalf of the OWNER to assure the following:

- The PROJECT is designed and constructed in accordance with current Minnesota State Design Standards, Campus Facilities standards and preferences, applicable building, life safety and energy codes, ADA regulations and the Contract Documents
- The PROJECT is completed on schedule, on budget and to a level of quality commensurate with the OWNER's requirements.

The requested Design, Bidding, Construction Administration and Project Closeout services shall be provided more specifically as described in Section III, and also as referenced in the most current versions of the following documents:

- General Conditions of the Contract for Construction (AIA Document A201-2007) as amended by the OWNER).
- Standard Form of Agreement Between Owner and Architect (AIA Document B101-2007) as amended by the OWNER).
- For a copy of both documents, see the Minnesota State University, Mankato Facilities Purchasing website: <http://www.mnsu.edu/fpurchas/>

PROJECT INFORMATION

The project is being undertaken by Residential Life to provide air conditioning to student rooms and spaces within the McElroy E-Hall and F-Hall residence communities. McElroy E-Hall and F-Hall consists of 203 student rooms, 8 floor lounges and 8 kitchenettes.

The project includes the following anticipated scope of work:

- Install through wall sleeve for new AC units.
- Electrical work necessary to power new AC units.
- AC units to be purchased by Owner (FFE).
- Furnish and install new floor mounted radiators.
- Mechanical work necessary for new radiators, including all new hydronic piping and controls.

PROJECT BUDGET AND TIMELINE

The budgeted construction cost for this project is \$1,870,000. The total project budget for the project, including design services, other OWNER consultant services, contingencies, FFE and other project related costs is \$2,380,000.

There are two construction periods being considered for the project:

- Option 1 – Summer construction. Construction would beginning in May 2019 and completed by the end of July 2019.

- Option 2 – Academic year construction. The project would be phased to complete one hall during the Fall 2018 semester and the second hall during the Spring 2019 semester.

PRE-AWARD VENDORS CONFERENCE

Minnesota State University, Mankato will hold a **MANDATORY** pre-award vendors conference on **Thursday, November 16th at 10:00 am**. The conference will be held in the lower level of Carkoski Commons room CC009. Parking is available in the Visitors Pay Lot 4 located on the corner of Ellis Ave and South Road.

PROJECT INFORMATION CONTACT

Questions regarding this RFP need to be submitted in writing, and submitted through the Minnesota State University, Mankato Facilities Purchasing web site (<http://www.mnsu.edu/fpurchas/>) under submit questions. The questions are linked to the contact person below.

Name: Nathan Huettl
Title: Director of Planning & Construction
Address: 111 Wiecking Center
Telephone: 507-389-1027
E-mail address: Nathan.huettl@mnsu.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Minnesota State University, Mankato 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, fax number and/or e-mail address. Anonymous inquiries will not be answered.

CONTRACT TERM

Minnesota State University, Mankato desires to enter into a contract with the successful vendor(s) effective January 1, 2018. The length of such contract(s) shall be 2-years. If Minnesota State University, Mankato and the vendor is unable to negotiate and sign a contract by January 1, 2018, then Minnesota State University, Mankato reserves the right to seek an alternative vendor(s).

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 Minnesota State University, Mankato and the successful vendor(s).

CONTRACT TERMINATION

Termination for Insufficient Funding. Minnesota State may immediately terminate a Contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

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

College/University: 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.

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 from the University President or Vice President for Finance and Administration.

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 ninety (90) calendar days from the date of the proposal opening unless extended by mutual written agreement between the OWNER 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.

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, not withstanding anything to the contrary, reserves the right to:

- Reject any and all proposals received in response to this RFP.
- Select a proposal for contract negotiation other than the one with the lowest cost.
- Negotiate any aspect of the proposal with any vendor.
- Terminate negotiations and select the next most responsive vendor for contract negotiations.
- Terminate negotiations and prepare and release a new RFP.
- Terminate negotiations and take such action as deemed appropriate.

SECTION II. - PARTIES TO THE RFP

Minnesota State University, Mankato

SECTION III. - VENDOR SCOPE OF SERVICES

SCOPE OF SERVICES

The successful vendor will provide complete design, bidding and construction administration services for the proposed McElroy E & F-Hall HVAC Renovation project.

The anticipated vendor scope of services will include:

- Architectural Services, including interior restoration, cost estimating and project scheduling
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Others as deemed necessary to the project

RESPONSIBILITIES AND DELIVERABLES

The responsibilities and deliverables for the project are as outlined in the Standard Form of Agreement Between Owner and Architect (AIA Document B101-2007) and General Conditions of the Contract for Construction (AIA Document A201-2007) as amended by the OWNER, and will also include:

- The project will be designed in accordance with current Minnesota State Design Standards, Campus Facilities standards and preferences, applicable building, life safety and energy codes and ADA regulations.

- Project scope verification, including one (1) on campus meeting with project stakeholders to become familiarized with the project scope and needs of the project stakeholders.
- Provide guidance on preliminary construction timeline.
- Provide design documents at the appropriate stages and in a timely manner for necessary project approvals, generally 3 sets of documents will be required at each stage of the design.
- Prepare Schematic Design documents for campus review.
- Prepare a Schematic Design cost estimate for approval prior to moving to DD.
- Prepare Design Development documents, including applicable drawings, details and specifications for campus review.
- Conduct an on-site DD document review meeting with the project stake holders and incorporate campus comments.
- Prepare a DD cost estimate and confirm project scope and budget for approval by the Campus project manager prior to proceeding to Construction Documents.
- Prepare Construction Documents per Minnesota State design standards for competitive bidding.
- Provide bidding services, including posting CDs on the Minnesota State Quest bid site, responding to questions and preparation of Addendums as required, bid review and recommendation.
- Provide construction administration services, including bi-weekly construction meetings, meeting minutes, field observation reports, submittal review, construction documents including RFIs, ASIs, PRs, COs and payment applications,
- Provide project close out services including substantial completion documents, punch-lists and as-built updates to project documents delivered to the OWNER in both hard copy and electronic formats (both PDF and AutoCAD).
- Attend 10-month warranty walkthrough

SECTION IV. - RESPONSE EVALUATION

GENERAL SELECTION CRITERIA

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

- Proposed fee for Design, Bidding, Construction Administration and Project Closeout services, including all reimbursable expenses.
- Qualifications of the vendor and their personnel.
- Project understanding, completeness and detail of response.

Accordingly, Minnesota State University, Mankato shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Minnesota State University, Mankato's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. Minnesota State University, Mankato 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 Minnesota State University, Mankato. This RFP shall not obligate the Minnesota State University, Mankato 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 the Planning and Construction project manager; Assistant Director of Residential Life; and the Plumbing Supervisor. This group will evaluate the proposals and make the final decision.

SELECTION AND IMPLEMENTATION TIMELINE

Day/Date	Timeline Subject
Wednesday, November 8, 2017	Publish RFP
Thursday, November 16, 2017, 10:00 AM	MANDATORY Pre-award Vendor Conference Carkoski Commons, Room CC 009
Wednesday, November 22, 4:00 PM	Deadline for Questions
Thursday, November 30, 4:00 PM	Answers Posted
Thursday, December 7, 2:00 PM	Deadline for RFP Submissions
Friday, December 14	Notification of award

SELECTION CRITERIA

The criteria as described below and their identified weight, will be used by Minnesota State University, Mankato to evaluate the RFP responses. The evaluation may include requests for additional information.

Proposed Fee – 60%

Provide a LUMP SUM fee for all basic and additional services. Fee should be broken up into the follow phases: Design, Bidding, Construction Administration and Project Closeout. Provide a list of anticipated team members, their estimated hours and hourly rates for each phase of the project. The lump sum fee shall include all reimbursable expenses.

Qualifications – 20%

Provide a company profile. Highlight stability of the company, overall expertise and experience on projects with Minnesota State University, Mankato and within the Minnesota State system. Provide a list of team members that will be assigned to the project and their planned responsibilities. Highlight team member's qualifications, special expertise and specific experience with similar projects.

Project Understanding, Detail and Completeness of Proposal – 20%

Provide a description of project understanding and a narrative on the approach and methodology to successfully deliver the project. Describe any anticipated difficulties or challenges in providing services to the Owner on this project, how those difficulties or challenges will be managed, and what assistance may be required from the Owner.

Preference

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 (6%) 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 (6%) 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 (6%) 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

In some instances, an interview may also be part of the evaluation process. Minnesota State University, Mankato reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview.

Minnesota State University, Mankato does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the **Selection and Implementation Timeline** above.

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. - OTHER PROVISIONS

ENTERPRISE PROJECT MANAGEMENT SOFTWARE (E-BUILDER)

The vendor shall use Minnesota State Colleges & Universities (Minnesota State's) internet-based Enterprise Project Management System (EPMS) during the entire Project. The selected system is based upon software created by the firm, "e-Builder". The functionality of this software includes, but is not limited to the filing and/or processing of the following (based on project role):

- Purchase orders and other commitments
- Project correspondence and meeting minutes
- Cost estimates
- Schedules
- Design phase submittals, reviews and approvals
- Bidding and construction documents
- Bids, bid tabulations, evaluations and recommendations
- Construction contract modifications, including Requests For Information (RFIs), Supplemental Instructions (SIs), Proposal Requests (PRs), Construction Change Directives (CCDs), and Change Orders (COs)

- Invoices and Applications for Payment and other financial correspondence
- Submittals, including construction schedules, product data, shop drawings, and samples
- Closeout documents
- Other Project related information

Minnesota State will provide the vendor(s) with login access and initial software training for the selected Project representative(s) at no cost. Except for licenses and initial training, Minnesota State assumes no responsibility for any real or potential costs associated with the use of the EPMS by the vendor and the project participants.

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.

STANDARD OF CARE

The standard of care for all professional architectural, engineering and related services performed or furnished by the vendor under this RFP will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality.

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.

INSURANCE REQUIREMENTS

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 in the contract documents (AIA B101-2007, Standard Form of Agreement Between Owner and Architect, as amended by the Owner) and Minnesota State has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

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 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.

PHYSICAL AND DATA SECURITY

The vendor is required to recognize that on the performance of the contract the vendor may 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.

SECTION VI. - RFP RESPONSES

SUBMISSION

Sealed proposals must be received at the following address not later than **2:00 PM on Thursday, December 7, 2017:**

Institution:	Minnesota State University, Mankato
Name:	Donna Hensel
Title:	Facilities Purchasing Coordinator
Mailing Address:	358 Wiecking Center 415 Malin Street Mankato, MN 56001

The responder shall submit 3 copies of its RFP response and a flash drive with the RFP response in PDF format. Proposals are to be submitted in a sealed envelope, plainly marked “Proposal No. 12512-1, McElroy E & F-Hall HVAC Renovation Design Services” along with the Company’s name and date and time of the scheduled opening. Minnesota State University, Mankato, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified. Proposals made in pencil or forwarded using e-mail and the internet will be rejected.

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.

The remainder of this page was intentionally left blank

**ATTACHMENT A
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 B
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: _____

Revised 1/22/09

**ATTACHMENT C
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.

**ATTACHMENT D
EQUAL PAY CERTIFICATE APPLICATION**

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
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Business Name	Business Address
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