

# MINNESOTA STATE COLLEGES AND UNIVERSITIES

Normandale Community College



November 12, 2018

**REQUEST FOR PROPOSAL**

**For**

**Commissioning Agent**

**Normandale Classroom and Student Services Renovation**

**SPECIAL NOTE:** This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Normandale Community College (NCC) 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 Design and Construction, Solicitations Web Site: <http://www.minnstate.edu/vendors/index.html> 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.

**REQUEST FOR PROPOSAL (RFP)  
FOR  
Normandale Classroom and Student Services Renovation**

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## **Background**

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

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Normandale Community College hereinafter referred to as "Minnesota State", intends to retain a Commissioning Agent, hereinafter referred to as "CxA" for the commissioning of Normandale Classroom and Student Services Renovation project to be constructed on the Normandale Community College campus located at 9700 France Avenue, Bloomington, MN 55431.

## **Nature of RFP**

The College Services Building at Normandale Community College serves as the main entry to the campus and provides over 144,000 gross square feet of space for classrooms, offices and support spaces. This project will renovate approximately 51,000 square feet in Phase 1 and 93,980 square feet in Phase 2. These renovations will improve the experience for first generation college students, increase retention and assist students in achieving their educational goals. Creating a centralized Student Service Hub will simplify the academic support process and allow staff more time to work more effectively with students. The impact of this project will reach 34 different academic departments – more than one-third of the total classrooms on campus. The program for the renovation has three areas of focus:

1. Update and reconfigure student support functions and offices to centralize all student support Functions
2. Modify classroom spaces to reflect current instructional techniques, improve student interaction and upgrade technology
3. Reconfigure primary circulation elements

## **Key features include:**

- Main entry addition of approximately 1,150 square feet to facilitate reconfiguration
- Improved vertical circulation for better access and wayfinding
- Classroom renovations with student study areas
- Welcoming student service area with innovative delivery
- New computer, math, and testing labs
- Renovated administrative support areas
- Technology improvements
- Flexible furnishings

The project will address deferred maintenance for the College Services Building including partial roof replacement, elevator code compliance, updating HVAC controls and fire detection systems, and interior finishes. The project will be completed in two phases utilizing a Construction Manager at risk project delivery method. Current funding provides for the design of Phases 1 and 2 through Design Development and the construction of Phase 1. Phase 1 construction include renovations primarily on the first floor. Pending legislative funding in 2020, Phase 2 provides for the completion of the final design documents and the construction of the renovations on the second and third floors.

The design firm of HGA Architects was selected as the Architect/Engineer (A/E) for this project and the construction company of McGough was selected as the Construction Management firm.

The Commissioning Agent is to propose services/costs for Phase 1 & Phase 2, however, Phase 2 contract execution will be contingent on funding in 2020.

### Project Budget, Fee and Schedule

The 2018 GO bond appropriation of \$12,636,000 is for the design of Phases 1 and 2 of the renovation for the College Services Building; and to renovate and equip the first floor of the College Services Building. Final contract amount will be negotiated with the selected Commissioning agent.

The estimated cost of Construction for **Phase 1 is \$7,800,000**. The estimated cost of Construction for **Phase 2 is \$13,500,000**.

Scope	Schedule
Phase 1 & 2 Schematic Design	October 2018 – December 2018
Phase 1 & 2 Design Development	January 2019 – March 2019
Phase 1 Construction Documents	April 2019 – May 2019
Phase 1 Construction (12 months)	July 2019 – July 2020

### General Selection Criteria

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

1. Cost in relation to level of services provided: 30%
2. Qualifications and experience of proposed commissioning personnel to be assigned to this project: 25%
3. Project understanding and proposed work plan and description of services to be provided: 25%
4. Company profile and demonstrated expertise in building commissioning: 20%

### Selection Process

The selection committee includes Jeanne Qualley - Owners Rep, David Weir - Building Mechanical Supervisor, Thomas McCluney - Assistant Facilities Manager, Nissa Passmore - Office Manager and Patrick Buhl - Associate Vice President of Operations and Safety. This group will evaluate the proposals and make the final decision.

### Selection and Implementation Timeline

Day/Date	Timeline Subject
Monday, November 12, 2018	Publish RFP
Wednesday, November 21, 2018 at 10:00 AM	Informational Meeting – Room A2570
Monday, November 26, 2018 by 1:00 PM	Deadline for Questions submitted
Wednesday, November 28, 2018 by 5:00 PM	Answers posted on web site
December 7, 2018 by 1:00 PM	<b>Deadline for RFP proposal submissions</b>
December 21, 2018	Complete selection process
February 1, 2019	Approximate deadline for executing contract

### Contract(s) Awarded and Pricing Structure

Commissioning services from the beginning of construction documents through building construction and closeout.

### Contract Term

Normandale Community College desires to enter into a contract with the successful vendor(s) effective February 2019. The length the initial contract(s) shall be through the design and construction of phase one with an estimated construction completion date of August 2020. If funding is made available in 2020, the contract shall be amended for Phase 2 construction and may begin on July 2020 and be completed in 2021. If Normandale Community College and the vendor are unable to negotiate and sign a contract by February 1, 2019, then Normandale Community College reserves the right to seek an alternative vendor(s).

### 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 Normandale Community College.

School: Normandale Community College

Minnesota State system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7<sup>th</sup> Street East, Suite 350, St. Paul, Minnesota.

Vendor: The firm selected by Normandale Community College 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 of the Vice President for Finance & 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. If appropriate, a change responding to questions or clarifications may be issued by NCC in the form of addenda to the RFP. Addenda to the RFP will be posted at <http://www.minnstate.edu/vendors/index.html>

## **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.

## **Informational Meeting**

Normandale Community College will hold a voluntary informational meeting on Wednesday, November 21, 2018 10:00 am in Room A2570 of the Activities Building at Normandale Community College, 9700 France Avenue MN 55431 It is recommended all potential or interested responders attend the meeting. Please register your attendance **in advance** by sending an email notification to Nissa Passmore at [Nissa.passmore@normandale.edu](mailto:Nissa.passmore@normandale.edu)

## **Sample Contract**

The contract to be executed may be either the Facilities P/T Services Contract (Non-Master) or the Facilities P/T Master Contract process.

## **Duration of Offer**

All proposal responses must indicate they are valid for a minimum of sixty (60) calendar days from the date of the proposal opening unless extended by mutual written agreement between South Central College 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, its Board of Trustees or Normandale Community College to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. NCC also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

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

## **Section II. Parties to the 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 Normandale Community College and the successful vendor(s).

## **Section III. Vendor Requirements**

### **Commissioning Requirements**

Vendor shall provide building commissioning services for the NCC – Classroom and Student Services Renovation project per the requirements and recommendations of the Minnesota State design standards and State of Minnesota Sustainable Building Guidelines (B3), **version 3.0, Sections P1 and P.2**. The project is currently beginning the schematic design documents phase. The successful vendor will become the Design/Construction Commissioning Leader.

### **Owner's Project Requirements:**

- A. Vendor shall assist the Owner in developing the Owner's Project Requirements (OPR) in consultation with the architect, engineer, and other relevant stakeholders. The OPR includes:
  1. A list of the authors who developed the document and assisted in early team kickoff and goal setting meeting(s).
  2. All sections listed in Section 6, Appendix D of ASHRAE 202-2013.
  3. A preliminary SB 2030 Energy Standard, as created through the SB 2030 Energy Standard Tool.
  4. Regular updates and developments as the owner's requirements change and project details become available.
  5. The requirement that trend data is able to be saved for major equipment for a minimum of two months if a building automation system is requested in the OPR.

Commissioned systems shall include but not necessarily limited to:

- Heat exchangers.
  - Piping, cleaning and flushing.
  - Chemical treatment.
  - Ductwork.
  - Air handling units (new and upgraded) and energy recovery systems.
  - Packaged DX units (heat pumps or AC).
  - Split systems.
  - Terminal units (VAV's, VAV's with reheat, fan coil units, and radiant heaters).
  - Overseeing Testing, Adjusting and Balancing (TAB) work.
  - Unit heaters.
  - Building automation system (system checkout and calibration).
  - Lighting and Lighting Controls
  - Domestic Hot Water Systems
  - Plumbing Systems
  - HVAC Vibration/Acoustic/Noise
- B. Vendor shall assist the Owner in developing the Basis of Design (BoD) from the OPR with the assistance of the architect and engineer. The BoD should follow section 8 and Appendix F of ASHRAE 202-2013.
- C. Develop the SB 2030 Energy Efficient Operations Manual (EEOM) along with the Owner's designated facility personnel. Provide 3 months of support and training for the campus to successfully implement the EEOM.

**Commissioning Plan:**

Commissioning authority shall develop a Commissioning Plan (Cx Plan). The purpose of the Commissioning Plan is to provide direction for the development of the following Cx Specifications during the design phase:

- Mechanical Systems Commissioning
- Mechanical Testing Requirements.
- Pre-functional Checklist Examples.
- Functional Test Procedure Examples.
- Commissioning Requirements.

The Cx Plan should follow section 7 and Appendix E in ASHRAE 202-2013. The Commissioning Plan shall include a table identifying the entire construction and commissioning team, listing company names, primary contact names and contact information (voice/office/cell/fax/email/address). This table shall include campus Project Manager, General Contractor, Commissioning Authority (CA), A/E, OR, Mechanical Engineer, Electrical Engineer, Mechanical Subcontractor, Electrical Subcontractor, TAB Subcontractor, Controls Subcontractor and others.

Provide direction for the commissioning process during construction, particularly resolution of issues and providing details that cannot be, or were not, fully developed during design, such as scheduling, participation of various parties of this particular Project, actual lines of reporting and approvals, coordination, etc.

Participate in the 10 month warranty review and meet with the building operator to review condition and operation of installed systems and document and report any outstanding issues related to the original and seasonal commissioning.

**Commissioning Objective**

Commissioning during the construction of the Project is intended to achieve the following specific objectives in accordance with the Contract Documents:

- Ensure that applicable equipment and systems are installed properly and receive adequate operational checkout by installing contractors.
- Verify and document proper performance of equipment and systems.
- Ensure that Operations & Maintenance manuals are complete.
- Ensure that the campus' operating personnel are trained in the maintenance and operation of commissioned systems.
- Ensure energy saving strategies are implemented and maintained with 10 month review.

### **Roles and Responsibilities**

Team Members; The members of the commissioning team consists of the CA, campus Project Manager, campus chief/plant/operating engineer, OR – Owner's Representative, CM – Construction Manager, A/E (particularly the Mechanical Engineer), the Mechanical Subcontractor, TAB Subcontractor, Controls Subcontractor, and any other installing Subcontractors or suppliers of equipment.

General Descriptions of Roles: General descriptions of the commissioning roles are as follows:

- CA: Coordinates the Cx process, writes the Cx plan, writes Cx Specifications, writes tests, oversees and documents performance tests.
- CM: Facilitates the Cx process, ensures that Subcontractors perform their responsibilities and integrates Cx into the construction process and schedule.
- Subcontractors: Demonstrate proper system performance.
- A/E: Perform construction observation, approve O&M manuals and assist in resolving problems.
- Project Manager: Facilitates and supports the Cx process, approves test plans, and gives final approval of the Cx work.
- Campus Chief Plant/Operating Engineer: Observes performance tests.
- OR: Verifies performance tests are completed. Assists in scheduling tests.
- Mfr: The equipment manufacturers and vendors provide documentation to facilitate the commissioning work and perform contracted startup.

### **Submittals, Documentation and Training**

The CA shall be included and participate in the submittal process. The GC shall provide copies of each submittal for the use, comment and review of the CA. This data request typically coincides with the normal A/E submittal process. At minimum, this equipment data includes installation and start-up procedures, O&M data, dimensional data, performance data and control drawings.

The CA reviews and approves submissions relative to commissioning issues specified in the Contract Documents, not for general contract compliance (which is the A/E's responsibility). CA recommendations shall be provided to the A/E and C/U Project Manager as directed.

The CA documents the results of the tests. Corrections of minor deficiencies identified may be made during the tests at the discretion of the CA. The CA shall record the results of the tests on the procedure or test forms. Deficiencies or non-conformance issues are noted and reported to the A/E and the C/U Project Manager. Sub-Contractors shall then correct deficiencies and notify the A/E, GC, OR, CA and the C/U Project Manager. The CA shall schedule retesting through the GC and the OR. Decisions regarding deficiencies and corrections are made at as low a level as possible, preferably between the CA and the Subcontractors. For areas in dispute, final authority resides with the A/E and the C/U Project Manager. The CA recommends acceptance of each test to the A/E, GC, OR and the C/U Project Manager. The C/U Project Manager gives final approval on each test. Refer to the Specifications for further details.

CA reviews and approves the preparation of the O&M manuals and as built drawings. CA provides a final commissioning report, which shall include:



- 1) An executive summary, list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods.
- 2) For each piece of commissioned equipment (HVAC, electrical and plumbing), the report should contain the disposition of the commissioning authority regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
  - a) Equipment meeting the equipment specifications.
  - b) Equipment installation.
  - c) Equipment documentation and design intent.
  - d) Operator training. All outstanding non-compliance items shall be specifically listed.

Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.

The functional performance and efficiency section for each piece of equipment, shall include a brief description of the verification method used (e.g. manual testing, BAS trend logs, data loggers, etc.) including observations and conclusions from the testing. Appendices shall contain acquired sequence documentation, logs, meeting minutes, progress reports, deficiency lists, site visit reports, findings, unresolved issues, communications, etc. Pre-functional checklists and functional tests, along with blanks for the operators, and monitoring data and analysis will be provided in a separate labeled binder.

The commissioning plan is for campus use for emergencies, seasonal adjustment, startup and shutdown, and shall include instructions for energy savings operations and descriptions of the energy savings strategies in the facility. Manual shall also include recommendations for re-commissioning frequency by equipment type, energy tracking, and standard trend logs with a brief description of what to look for in them.

Provide punch list walkthrough verification that all systems are working as designed and specified.

During the warranty period coordinate and supervise required seasonal or deferred testing and deficiency corrections and provide the final testing documentation for the commissioning record and O&M manuals.

Provide supplemental training if requested.

### Information Contact

Questions regarding this RFP need to be submitted via email to the contact listed below:

Name: Nissa Passmore  
 Title: Operations Office Manager  
 Email: [Nissa.passmore@normandale.edu](mailto:Nissa.passmore@normandale.edu)

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and NCC 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.

### Section IV. Response Evaluation

The following criteria and their identified weight will be used by Normandale Community College to evaluate the responses:

Evaluation Criteria Categories	Evaluation Percentage
<b>1. Cost in relation to level of services provided</b>	<b>30%</b>
<b>2. Qualifications and experience of proposed commissioning personnel to be assigned to this project</b>	<b>25%</b>

<b>3. Project understanding and proposed work plan and description of services to be provided.</b>	<b>25%</b>
<b>4. Company profile and demonstrated expertise in building commissioning.</b>	<b>20%</b>
<b>TOTAL</b>	<b>100%</b>

NCC reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. NCC 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. Additional RFP Response and General Contract Requirements**  
**Problem Resolution Process**

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

**Affidavit of Non-Collusion**

All responding vendors are required to complete Exhibit A, the Affidavit of Non-Collusion, 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 Exhibit B, 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, 680 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](mailto:mmd.help.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

**Insurance Requirements**

A. The selected vendor will be required to submit a Certificate of Insurance to the NCC's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insured. The insurance policies will be issued by a company or companies having an “A.M. Best Company” financial strength rating of A- (Excellent) or better prior to execution 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

In addition, the following coverage must be included:

Products and Completed Operations Liability

Blanket Contractual Liability

Name the following as Additional Insured:

Board of Trustees of the Minnesota State Colleges and Universities

Normandale Community College

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 coverage should be included:

Owned, Hired, and Non-owned

Name the following as Additional Insured:

Board of Trustees of the Minnesota State Colleges and Universities

Normandale Community College

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

The vendor will be required to submit a certified financial statement providing evidence the vendor has adequate assets to cover any applicable E & O policy deductible.

C. NCC 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 NCC and copies of policies must be submitted to NCC'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 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 Office of the Chancellor 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 and an award decision made. 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.

### **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 Office of the Chancellor'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 Office of the Chancellor 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 Office of the Chancellor 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, section 270B.02, subdivision 1, 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 Statutes Chapters 270B and 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 Normandale Community College.

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 South Central College 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**

### **Format**

Proposers shall limit their submissions to 20 faces not including cover sheet, index, section dividers, and required attachments.

### **Submission**

Sealed proposals must be received at the following address not later than **December 7, 2018 by 1:00 PM.**

Location: Normandale Community College – Building Services: Office #B1611  
Name: Patrick Buhl  
Title: Associate Vice President of Operations  
Address: 9700 France Avenue South Bloomington, MN 55431-4399

The responder shall submit five (5) printed copies and one (1) electronic pdf on compact disc/flash drive of its RFP response. Proposals are to be sealed in mailing envelopes or packages with the RFP title, responder's name and address clearly written on the outside.

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.

**Exhibit A. Affidavit of Non-Collusion**

**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: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Exhibit B. Human Rights Certification Information and Affirmative Action Data Page**

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

It is hereby agreed between the parties that MnSCU will require that affirmative action requirements be met by contractors in relation to Minnesota 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 two (2) years. For additional information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5<sup>th</sup> Street, Suite 700, St. Paul, Minnesota 55101.

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

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

**Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$75.00 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 \$75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101.**

**How to determine which boxes to complete on this form:**

<b>Then you must complete these boxes...</b>	<b>Box A</b>	<b>Box B</b>	<b>Box C</b>	<b>Box D</b>
<b>On any single working day within the previous 12 months, the company...</b>				
employed more than 40 full-time employees in Minnesota.	•			•
did not employ more than 40 full-time employees in Minnesota but did employ more than 40 full-time employees in the state where the company is domiciled.		•		•
did not employ more than 40 full-time employees in Minnesota or the state where the company is domiciled.			•	•

**BOX A – For a company which has employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months,**

Its response will be rejected unless the company:

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

-or-

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

Check one of the following statements if the company has 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. Include a copy of your certificate with your response. **Proceed to BOX D.**
- We do not have a current Certificate of Compliance but we have submitted an affirmative action plan to the MDHR for approval which the Department received on \_\_\_\_\_(date) at \_\_\_\_\_(time). [If you do not know when the Department received your plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance and have not submitted an affirmative action plan to the MDHR. *We acknowledge our response will be rejected.* **Proceed to BOX D.**

**Note: A** Certificate of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative action plans approved by the federal government, a county or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B - For a company which has not had more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is domiciled.**

The company may achieve compliance with the Minnesota Human Rights Act by certifying it is in compliance with applicable federal affirmative action requirements.

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

- We are not subject to federal affirmative act on requirements. **Proceed to BOX D.**
- We are subject to federal affirmative action requirements and are in compliance with those requirements. **Proceed to BOX D.**

**BOX C – For a company not described in BOX A or BOX B,**

The company is not subject to the Minnesota Human Rights Act certification requirement.

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



**BOX D – For all companies**

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

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone number: \_\_\_\_\_

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

Minnesota Department of Human Rights, Compliance Services Unit

Mail: 190 East 5<sup>th</sup> Street, Suite 700  
St. Paul, MN 55101

Website: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)

Metro: 651.296.5663

Toll Free: 800.657.3704

Fax: 651.296.9042

TTY: 651.296.1283

**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 MnSCU 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, 190 East 5<sup>th</sup> Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; TTY: 651.296.1283.

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

It is hereby agreed between the parties that MnSCU 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 two (2) years.

**DISABLED INDIVIDUAL CLAUSE**

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