

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Metropolitan State University

REQUEST FOR PROPOSAL (RFP) FOR For Contract Safety and Security Services

November 6 2018

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (MnState) system, its Board of Trustees or Metropolitan State University.

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. MnState reserves the right to reject a proposal if required information is not provided or is not organized as directed. MnState also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on Metropolitan State University web site

http://www.metrostate.edu/msweb/resources/depts_services/bldg_services/RFP.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.

October 10, 2018

**REQUEST FOR PROPOSAL (RFP)
For Contract Safety and Security Services**

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Submit the Following Forms:

Affidavit of Non-Collusion

Notice to contractor's Affirmative Action Certificate of compliance

Human Rights Certification Information and Affirmative Action Data Page

Equal Pay Certificate Form

Veteran-Owned Preference Form

Section I. General Information

Background

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

Metropolitan State University is a comprehensive urban university committed to meeting the higher education needs of the Twin Cities and greater metropolitan population. As a *four year* university located in St. Paul, Minnesota, the institution offers 12,000 students annually a wide range of education opportunities to enhance personal growth and community vitality. The university provides accessible, high-quality liberal arts, professional, and graduate education to the citizens and communities of the metropolitan area, with continued emphasis on underserved groups, including adults and communities of color. The university is committed to academic excellence and community partnerships through curriculum, teaching, scholarship and services designed to support an urban mission.

Nature of RFP

Metropolitan State University is requesting proposals select a safety and security firm to provide safety and security contract services at the university's St Paul and Midway campuses. This RFP is undertaken by Metropolitan State University pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, Metropolitan State University shall select the vendor whose proposal, and oral presentation, if requested, demonstrate in Metropolitan State University's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. Metropolitan State University 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 Metropolitan State University. This RFP shall not obligate Metropolitan State University 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

General Selection Criteria

Proposals will be evaluated using the criteria described in Section III. General criteria upon which proposals will be evaluated include, but are not limited to, the following:

- Expressed understanding of proposal objectives;
- Quality of the work plan;
- Cost;
- Qualifications of the vendor and its personnel (experience of personnel who are committed to work on the contract will be given greater weight than that of the company)
- Completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above;
- Consistency of the proposed solutions to Metropolitan State University's present and future needs

Selection Process

The selection process includes review and scoring by a committee comprised of university and Minnesota State employees. This group will evaluate the proposals and recommend a finalist to the president or president's designee.

Selection and Implementation Timeline

Tuesday November 6, 2018	Submission to State Registrar by noon
Tuesday, November 13, 2018	Publish RFP notice in State Register
Monday November 26, 2018	Campus meeting; questions & campus tour
Tuesday November 27, 2018	RFP Questions Due
Friday November 30, 2018	RFP Answers posted to web site
Friday, December 21, 2018	Deadline for RFP proposal submissions
Friday, April 1, 2018	Estimated Contract award

Contract Term

Metropolitan State University desires to enter into a contract with the successful vendor(s) for services delivery July 1, 2018. The length of such contract(s) shall be five (5) years. If Metropolitan State University and the vendor are unable to negotiate and sign a contract by May 15, 2018, then Metropolitan State University reserves the right to seek an alternative vendor

Parties to the Contract

Parties to this contract will be the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Metropolitan State University and the successful vendor.

Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract upon 30 days written notice, with or without cause. The vendor may cancel the contract upon 181 days written notice, with or without cause.

Definitions

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

MnState: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and universities on behalf of Metropolitan State University.

School: Metropolitan State University

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

Vendor: The firm selected by Metropolitan State University 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 Metropolitan State University.

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.

Pre-award Vendors Conference

MnState will not hold a pre-award vendors conference.

Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between Metropolitan State University and the vendor.

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

Authorized Signature

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

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (MnState) system, its Board of Trustees or Metropolitan State University 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. Metropolitan State University also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

1. Reject any and all proposals received in response to this RFP;
2. Select a proposal for contract negotiation other than the one with the lowest cost;
3. Negotiate any aspect of the proposal with any vendor;

4. Terminate negotiations and select the next most responsive vendor for contract negotiations;
5. Terminate negotiations and prepare and release a new RFP;
6. Terminate negotiations and take such action as deemed appropriate.

Section II. Parties to the RFP

Metropolitan State University

Section III. Vendor Requirements

- A. Major tasks required to be performed by the security personnel are, but not limited to:
 1. Supervise safety student workers.
 2. Conduct initial investigations, including cordoning off the scene and possession of evidence.
 3. Respond to calls for service including calls for emergency response.
 4. Provide proactive patrol for all the contiguous campus property.
 5. Issue parking violations.
 6. Conduct positive public relations.
 7. Complete incident reports and any other daily reports.
 8. Provide vehicle jump starts with the provided jump kit.
 9. Provide escorts to locations on and off the campus property.
 10. Follow and enforce MnState, University, and department policies and procedures.
 11. Maintain communication with Safety Director and other department members through all established means (cell phone, e-mail, written, etc.)
 12. Lock/unlock campus buildings, including turning on/off building lights and activating/deactivating alarms.
 13. Maintain crowd control, including directing traffic.
 14. Promote a positive working relationship with local emergency service departments.
- B. Responders may propose additional tasks, activities, or alternative suggestions if they will substantially improve the results of the project. These items shall be separated from the required items on the cost proposal.
- C. Safety and Security services to be furnished shall comply with the following specifications:
 1. The Vendor shall furnish experienced, trained and properly uniformed officers for the proper protection of the Metropolitan State University. The specific number, the principal posts, and hours of duty of guard personnel to be agreed upon by Metropolitan State University and the Contractor.
 - a. The uniforms to be provided for both summer and winter wear shall consist of cap, jacket, shirt, tie, trousers and duty belt. Outerwear such as overcoats, raincoats and parkas, must be in the same color scheme as the uniforms so the officers can be easily and quickly identified. Proper outerwear shall be worn at all times during the security officers' post time. Proper footwear, including all black boots or shoes, shall also be worn at all times during the security officers' post time.
 - b. Vendor logo, officer name tag, and any earned first aid certification patches shall be visible on shirt and jacket of each officer. No firearms or other weapons are to be worn or brought upon owned or leased State property. Uniforms are to be maintained in a neat and clean condition.

- c. The officers must be physically and intellectually capable of making the necessary rounds and inspections as well as maintaining order and good relations with students, staff, etc. The officers must have adequate training by a qualified instructor (see below under "Training Requirements"), prior to an assignment. Vendor shall provide the Security Officer with the basic training program as required by the State at no additional costs to the State.
 - d. Training Requirements: Officers must receive a minimum of forty hours of Pre-assignment Training approved by the Minnesota Board of Private Detective and Protective Agent Services including blood borne pathogen training, cultural diversity, and adult CPR, Naloxone/Narcan and AED. Officers furnished by the Contractor shall have a minimum of forty hours of specialized on-location training. The training shall be conducted by a qualified Field Supervisor and/or Site Lead Officer. The training shall include, but not limited to the following subjects:
 - * Functions of Security Patrol
 - * Fire Protection
 - * Public Relations
 - * Legal Aspects in Search & Seizure
 - * Report Writing
 - * MN Sexual Violence & Harassment Regulations
 - * MN Data Practices and FERPA
 - * Campus Security Act and reporting requirements
 - e. Any transportation required (1) to transport officers to State agencies and (2) to transport the individual or individuals during their weekly supervisory visits, shall be provided and insured by the Vendor.
2. All such personnel shall be employees of the Vendor and the Vendor shall pay all salaries, all Social Security taxes, federal and state unemployment insurance, miscellaneous expenses, and any and all taxes relating to such employees.
 3. The Vendor shall provide all proper safeguards and shall assume all risks in performing the duties for which it is responsible.
 4. The Vendor agrees to indemnify and hold harmless the University, the State of Minnesota and their personnel from losses, claims, damages, expenses, or liabilities, which may in any way be incurred by the State solely as the result of the negligence of the Contractor, its servants or agents, while engaged in the services contemplated under this agreement.
 5. The proper conduct of the officers of the Vendor shall be guided by a set of written instructions as agreed upon by the Vendor and Metropolitan State University. Officers shall conform to any written or verbal policies and/or procedures that have been established and enforced by the Vendor and the University.

6. The Vendor shall be responsible for the direct supervision of their officers through their designated representatives at the premises to which this service relates and such representative will in turn be available to report and confer with the designated agency at any reasonable time with respect to their services.

The Vendor shall make at least one or more supervisory visits each week. The visits shall be random and unannounced to security personnel, but shall be reported to the Director of Safety and Security, or designated agency official, at the time of each visit. Should the Director of Safety and Security be absent from their office (or if the visit is after hours) a written report shall be prepared and sent to the designated official, to reach them no later than five days after the visit.

7. The Vendor agrees that their services shall be performed by experienced, qualified, skillful and efficient employees in strict conformity with accepted security practices and standards. The Vendor further agrees that upon request by Metropolitan State University, it will remove any of its employees who, in the sole opinion of Metropolitan State University, is guilty of improper conduct, or is not qualified or needed, to perform the work assigned to them.
8. The Vendor agrees to maintain a minimum of two, or other mutually agreed upon number, relief officers trained and available to work, in the event of special services required, sickness or injury or vacation of a regularly posted officer.
9. **Minimum Charge:** The minimum charge for any guard services requested shall be two hours per person assigned. Further, temporary guard service requested for shorter periods than the normal operating hours of the institution shall be subject to a charge of one and one-half times the normal hourly rate or two hours at the normal hourly rate, whichever is more. This one and one-half time charge shall not apply to regularly assigned personnel who work normal shifts around the clock.
10. **Regular Service:** Regular service will be scheduled in such a manner as to provide four hours or longer shifts for each guard assigned. Changes, both increases and reductions, in the week-to-week routine guard services, after services have been established, may be made with written notice to the Vendor. Such changes will be for periods of approximately 30 days or more.
11. **Special/Short Term Service:** The Vendor is expected to provide guards for short periods such as special events, sporting events, college registration, etc. It is understood and agreed that this service requirement is not to exceed that which can be met by the guard personnel currently employed by the contractor.

- D. Pricing:** Complete the pricing matrix shown below. The first year is assumed to start on July 1 and end on June 30 in the second year:

Year	Annual Cost
2019-2020	
2020-2021	
2022-2022	
2022-2023	
2023-2024	
Total	

Information Contact

Requests for information or clarification by Respondents must be received no later than 12 pm CDT November 27, 2018. Written questions or communications with the Metropolitan State University regarding this RFP must be submitted via email. Questions must include the name of the questioner, as well as a phone number, mailing address, and e-mail address for confirmation.

Note that both questions and answers will be posted to this website <http://www.minnstate.edu/vendors/> by 4 pm CDT; November 30, 2018; anonymous questions will not be answered.

All communication must clearly state the appropriate RFP reference (i.e. subject plus page and section numbers) and must generally state the contents of the communication (for example, "RFP Questions") in the subject line of the email. Any email not carrying this designation will be assumed to be general email, and may not receive priority attention.

If appropriate, a change responding to such a request may be issued by Metropolitan State University in the form of an addendum to the RFP that will be posted to the web site above. No other communications shall be of any effect in changing or amending this RFP. Proposers are encouraged to check the above website frequently.

From the date of release of this RFP until a Respondent is selected and a contract executed, Respondents must not communicate with University of Minnesota State staff concerning the RFP except through the specified agent pursuant to the procedure described in the RFP. If any Respondent attempts any unauthorized communication, Metropolitan State University may reject that Respondent's proposal. Metropolitan State University's agent for purposes of responding to inquiries about the RFP is:

Name: Thomas R. Maida
Title: Director of Public Safety and Auxiliary Services
Address: 700 East Seventh Street, St Paul, MN, 55106
Phone: 651-793-1725
E-mail address: thomas.maida@metrostate.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Metropolitan State University 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

Metropolitan State University does not agree to reach a decision by any certain date.

Note: For any proposal, if Metropolitan State University determines that any product's ability to work with existing infrastructure will be prohibitively limited or difficult to manage; the proposal may be rejected on these grounds.

Factors on which proposals will be judged include, but are not limited to, the following specifications:

- Expressed understanding of proposal objectives;
- Quality of the work and transition plan;
- Cost;
- Qualifications of the vendor and its personnel (experience of personnel who are committed to work on the contract will be given greater weight than that of the company)
- Completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above;
- Consistency of the proposed solutions to Metropolitan State University's present and future needs.

The following criteria and their identified weight will be used by Metropolitan State University to evaluate the responses:

1. Expressed understanding of proposal objectives (15%);
2. Work and transition plan (15%);
3. Cost (30%) The Responder shall provide contract safety and security fees as described in the Pricing article (Article II.D) of this RFP. Evaluation of cost of services will award points according to the following points distribution based upon the total cost :

The lowest cost proposal will receive the maximum points. Points will be awarded to each of the other proposals by dividing the lowest proposal by each of the other proposal costs. The answer will always be less than 1. The results of the division are then multiplied by the maximum points. The answer will be the number of points (rounded to the nearest whole number) assigned to the total cost for this Respondent.

As an example: The maximum points awarded for the price is 30. The lowest proposed price is \$100. That proposal receives 30 points. The second lowest price is \$125. Divide the \$100 (lowest price) by \$125. This equals .8. Then multiply $.8 \times 30 = 24$. 24 is the number of points to be awarded to that proposal. The third proposal is \$140. Divide the \$100 (lowest price) by \$140. This equals .71. Multiply $.71 \times 30 = 21.3$ (round to the nearest whole number) 21 is the number of points to be awarded to that proposal. ;

4. Qualifications of the vendor and its personnel (experience of personnel who are committed to work on the contract will be given greater weight than that of the company) (30%);
5. Completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above (5%);
6. Consistency of the proposed solutions to Metropolitan State University's present and future needs (5%); and

Metropolitan State University reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. Metropolitan State University 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.

In some instances, an interview will also be part of the evaluation process.

Note: Contractors will identify a seamless transition plan highlighting staffing requirements.

Section V. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors

As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

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

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.

Equal Pay Certificate

If the Response to this solicitation could be in excess of \$500,000, including renewal and extension options, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous

12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

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 Minnesota Department of Administration Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Preference

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

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

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

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

Insurance Requirements

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

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

1. Workers' Compensation Insurance. The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

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

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

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Products and Completed Operations Liability
Blanket Contractual Liability
Name the following as Additional Insureds:
Board of Trustees of the Minnesota State Colleges and Universities
Metropolitan State University

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

\$2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:

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

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

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

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

extended reporting period coverage must be obtained by vendor to fulfill this requirement.

Additional Insurance Conditions:

- Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to MnState with respect to any claim arising out of vendor's performance under this contract;
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify MnState within five (5) business days with a copy of the cancellation notice, unless vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MnState;
- Vendor is responsible for payment of contract related insurance premiums and deductibles;
- If vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Vendor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the vendor's policy limits to satisfy the full policy limits required by the contract.

C. Metropolitan State University 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 Metropolitan State University and copies of policies must be submitted Metropolitan State University'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 MnState and the Legislative Auditor's Office during the entire term of the contract and 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 MnState, 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 MnState 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, MnState, its agents and employees, from any

judgments or damages awarded against the State or MnState in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MnState'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 MnState.

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

Conflict of Interest

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

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school's chief financial officer or the MnState 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 MnState 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 MnState's rights.

Physical and Data Security

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

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

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

The vendor shall recognize MnState'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, MnState and Metropolitan State University from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the “Authorized Representative” to be identified in the contract.

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than Friday, December 21, 2018 4:00 p.m.:

Institution: Metropolitan State University
Title: Campus Operations Office Manager
Mailing Address: 700 East 7th Street
Saint Paul MN, MN 55106 - 500

The responder shall submit [12] copies of its RFP response and a flash drive with the RFP response in Microsoft Word format. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. One copy of the proposal must be unbound 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.

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

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

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

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

It is hereby agreed between the parties that MnState 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 MnState 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.

MnState 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 MnState 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

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

Equal Pay Certificate Application

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

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

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

Signature Print Name Date

Business Name Business Address

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

In accordance with Minn. Stat. §16C.16, subd. 6a, the MnState 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.