



MINNESOTA STATE

MINNESOTA STATE

Winona State University

REQUEST FOR PROPOSAL

for

**Mechanical Designer for
WSU-18- Stark Hall HVAC Replacement**

August 20, 2018

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system (hereinafter Minnesota State), its Board of Trustees or Winona 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. 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 Vendor Opportunities Web Site, <http://www.minnstate.edu/vendors/index.html> For this RFP, posting on the captioned web site above constitutes written notification to each Respondent. Respondents should check the site daily and are expected to review information on the site carefully before submitting a final proposal. Addenda to the RFP will be available on Minnesota State website. Respondents must acknowledge any addenda when submitting a proposal. Failure to acknowledge any addenda may result in rejection of the Respondent's RFP response.

**REQUEST FOR PROPOSALS
FOR
Stark Hall HVAC Replacement**

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Section I. General Information

Background

Minnesota State Colleges and Universities is the fourth-largest system of higher education in the United States. It is comprised of 37 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The system serves approximately 375,000 students each year. For more information about Minnesota State Colleges and Universities, please view its website at www.minnstate.edu.

Winona State University is a member of the Minnesota State system, serving the southeast region of the state. As a 4-year University located in Winona, Minnesota, the institution offers 7,390 (FYE) students annually a wide range of education opportunities to enhance personal growth and community vitality.

Nature of RFP

Winona State University is requesting proposals to assist in developing and designing HVAC Replacement in Stark Hall. This RFP is undertaken by Winona State University pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

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

Minnesota State, acting through its Board of Trustees, on behalf of Winona State University, intends to retain engineering consulting services from design work to closeout.

Project Details

This project will address safety concerns of fume containment and upgrade the HVAC serving the entire building. The Fume hood containment scope will provide isolation to the work area and minimize fume migration into the rest of the lab and adjoining classrooms/corridors. The HVAC work will include replacing VAV terminal units & heating valves, replacing outdated controls, and resolving temperature/humidity issues in AHU S-1 and S-2.

The project will be executed in two phases. Phase 1 designs the require fume hood containment and the new HVAC, then constructs the fume hood work only. Phase 2 completes the construction documents of the HVAC work, then constructs the new HVAC. The design team is selected for both phases.

Proposed Project Schedule

Phase 1

Phase	Begin	Complete
Schematic Design through Construction Documents	October 2018	December 2018
Bidding – Fume hood containment only	January 2019	February 2019
Construction – Fume hood only	May 13, 2019	August 9, 2019

Phase 2 – planned 2020 HEAPR funding*

Phase	Begin	Complete
Finalize Construction Documents	July 2020	August 2020
Bidding	August 2020	September 2020
Construction	October 2020	June 2021
Closeout	July 2021	September 2021

*Pending funding availability

Phase 2 may be bid in multiple bid packages.

Project Predesign Information

The predesign report, dated January 30, 2015 by AFK Group LLC with Yaggy Colby Associates, is available for review at <http://www.minnstate.edu/vendors/index.html>

Selection Process

WSU Facilities Staff and will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

Event	Day	Date and Time
Publish announcement	Monday	August 20, 2018
Voluntary Informational Meeting	Tuesday	August 28, 2018 at 10:00 AM
Deadline for Respondent Questions	Friday	August 31, 2018 at 5:00 PM
Last RFP Addendum Issued	Tuesday	September 4, 2018
Proposals DUE	Monday	September 10, 2018 at 2:00PM
Anticipated Selection notification	Wednesday	September 14, 2018
Anticipated Contract Execution		October 1, 2018

The campus will select a consultant based solely on the response to the Request for Proposal.

Informational Project Meeting

Minnesota State will hold a voluntary informational project meeting on **Tuesday, August 28, 2018 at 10:00 AM**, Winona State University, 175 West Mark Street, Winona, MN 55987, Facilities Services Building, Room 202. It is recommended all potential or interested parties register to attend by sending an email to Tim Matthees at Timothy.Matthees@winona.edu

This informational meeting will include a tour of the proposed project areas and a review of the scope of work.

NOTE: To maintain integrity of and to avoid any possible unfair competitive advantage among Responders during the RFP solicitation process, there will be only one public information meeting for this RFP. There will be no meetings or communications outside the provisions in the RFP. To assure potential AE Respondents receive the same information about the Project, only questions submitted by email for clarifications about the RFP will be addressed by the Information Contact person. Other persons are not authorized to discuss RFP requirements before the proposal submission deadline. Minnesota State shall not be bound by and Responders may not rely on information regarding RFP requirements obtained from non-authorized persons.

Information Contact

Winona State University's agent for purposes of responding to inquiries about the RFP is:

Name: Timothy Matthees

Title: Director of Planning and Construction

E-mail address: Timothy.Matthees@winona.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Winona 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 e-mail address. Anonymous inquiries will not be answered.

Contract Terms

The successful Responder will be required to meet all the terms and conditions and execute the current Minnesota State AIA Document B101 – Standard form of Agreement Between Architect and Owner as amended by Minnesota State Colleges and Universities. A copy of the Minnesota State AIA Document B101 is posted on the Minnesota State Facilities Division website at:

http://www.minnstate.edu/system/finance/facilities/design-construction/AIA_documents/index.html

Definitions

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

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

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

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

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

Vendor:

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

Applicable Law

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

Contract Assignment

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

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 Respondent's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the Respondent shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A Respondent'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 Respondent's right to raise the issue later in any action or proceeding relating to this RFP.

Duration of Offer

All proposal responses must indicate they are valid for a minimum of thirty (30) calendar days from the proposal submission deadline, unless extended by mutual written agreement between Minnesota State and the vendor.

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

Authorized Signature

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

Proposal Rejection and Waiver of Informalities

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

- A. reject any and all proposals received in response to this RFP;
- B. select a proposal for contract negotiation other than the one with the lowest cost;
- C. negotiate any aspect of the proposal with any Respondent;
- D. terminate negotiations and select the next most responsive Respondent for contract negotiations;
- E. terminate negotiations and prepare and release a new RFP; or
- F. Terminate negotiations and take such action as deemed appropriate.

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 the College/University and the successful Responder.

Section II. Scope of Services

The selected design team shall provide as a minimum the following:

1) Required Design Team

- Mechanical Engineer as lead
- Electrical Engineer
- Architect – to provide code review as necessary
- Cost Estimating – may be provided by prime firm

Services Provided by Others

The Owner may contract directly for, or arrange to provide:

- Commissioning Agent
- Owner's Representative
- Site survey, geo-technical, environmental and material testing programs
- Hazardous materials abatement survey
- Construction testing

- 2) Schematic Design Phase: Interview facility personnel at the C/U campus. Review the Project Predesign(s) and original building construction documents (available from the C/U), review current conditions report, field verify existing conditions including existing ventilation air flows. Provide preliminary balance report. Prepare a Schematic Design/Design Development Report, including construction cost estimate, prepare minutes from design meetings with campus personnel, code authorities having jurisdiction, and the Minnesota State system office (if applicable). Participate in a Schematic Design Technical review at the Minnesota State System Office.
- 3) The formal Schematic Design/Design Development Report shall include:
 - Title page that includes Project name and location, and index.
 - Project Identification with a campus map identifying and showing the outline of parking lots 1 and 2, proposed staging areas, and north directional arrow.
 - Project Scope: Describe the existing HVAC and include a narrative describing the new work. Highlight unusual or challenging issues of the Project and provide proposed solutions.
 - Provide an updated construction cost estimate which includes: mechanical and electrical work, 10% construction contingency, bid process fees, and estimated construction inspection and testing fees.
 - Provide an estimated construction schedule.
 - Prepare a Schematic Design/Design Development plans at an appropriate scale.
- 4) Construction Documents Phase: Prepare drawings and specifications per the current edition of the Minnesota State Facilities Design Standards, as applicable. Include Division 0 documents from the Minnesota State Facilities Web site, prevailing wage rates for the county where the work is to be performed from the Department of Labor and Industry web site, and specification sections using CSI format for mechanical/electrical, etc. as applicable to the specific Project.
- 5) Formal Construction Documents shall include:
 - Project Manual: Provide technical specifications for each division and relevant mechanical, electrical section with emphasis on language so that the prescribed quality of all materials, products, components, and workmanship requirements are clear and unambiguous. Include a separate title page with signature block for approval, table of contents, drawing schedule, and division 0 documents.
 - An updated construction cost estimate, which includes: mechanical and electrical work, 10% contingency, bid process fees, and estimated inspection and testing fees.

- All drawings and specifications necessary to convey the exact scope of the work and the full intent of the design.

Prepare all Construction Documents using computer aided design and drafting technology in an electronic data exchange file format acceptable to the Owner. All drawings and specifications shall conform to Minnesota State Facilities Design Standards and adhere to all life safety and ADA compliance codes.

The successful vendor shall utilize the Owner's web-based enterprise project management system (EPMS), called e-Builder. This software includes real time Internet visibility of the Project status, coordination, reporting, and a central location for all Project information. The functionality of this software may include, but is not limited to the processing of: Plan Reviews, contracts, Purchase Orders, Change Orders, Invoices, Applications for Payment, and Requests for Information, Submittals and document management related to the Project. Minnesota State will provide and manage a log-in license for the vendor's designated Project representative(s) at no cost to the vendor. Minnesota State will provide initial software training to the vendor's designated Project representative(s) at no cost to the vendor. Except for licenses and initial training, Minnesota State assumes no responsibility for any real or potential costs associated with the use of this software by the vendor.

- 6) Bid & Award: Coordinate bid dates and times with the campus personnel where the parking lot project is located. Advertise Parking Lot Replacement Project for bid following Minnesota State On-Line Document Distribution (QuestCDN private interface) procedures. Conduct Pre-bid meeting and provide meeting notes. Attend bid opening, provide bid tab and provide award recommendations to the Owner. Prepare and post Bid Document addenda on QuestCDN as applicable. **Post bid results to QuestCDN.**
- 7) Construction Administration: Schedule and conduct Pre-construction, Construction (progress), and Pre-installation Meetings. Provide minutes for each meeting. Verify all required permits are obtained by the Contractor. Review and approve submittals, review and approve Contractor's Applications for Payment, initiate construction change directives and change orders, coordinate with C/U campus personnel and campus schedules, and verify construction conformance with the Contract Documents. Provide daily field reports in a format approved by the Minnesota State system office. Coordinate sub-consultant inspections and testing, if applicable.
- 8) Project Closeout: Conduct inspection(s) for Substantial Completion(s) and provide written punch list(s) with Certificate of Substantial Completion. Coordinate and document receipt of warranties, operation and maintenance manuals. Provide a disk of Record Documents and warranties to the C/U Project Manager and the Minnesota State System Office in an electronic format acceptable to the Owner. Coordinate Project Final Closeout(s) including verify completion of punch list(s) and final Application for Payment submittal.

Project Budget and Proposal Costs

Winona State University will receive approximately \$500,000 in HEAPR funding from the 2018 legislature for the design of the fume hood containment and HVAC replacement and the immediate construction of the fume hood containment. The project is planned to be executed in phases. The estimated construction cost for Phase 1 – Fume Hood Containment is \$336,000. The estimated construction cost for Phase 2 – HVAC Replacement is \$1,250,000.

The total project budget is estimated at \$1,785,000. This estimate includes all professional fees and reimbursable expenses, surveys, construction, project management, construction inspection and testing, equipment, commissioning, contingencies and inflation factors.

The design fees are anticipated to be approximately 7-8% of the budgeted construction cost plus reimbursable expenses.

Section III. RFP Responses

General Selection Criteria

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

- A. Pass/Fail requirements
- B. Project Team Composition
- C. Project Experience
- D. Approach/Methodology
- E. Cost of Services
- F. Preference

Responses to this RFP will be evaluated based on the criteria described below, based upon the point scale, to evaluate Respondent's proposals. The evaluation may include requests for additional information and will focus on the specifics of the Respondents' response to the RFP and approach.

Submission

Proposals must be sent to the following address no later than **Monday, September 10, 2018 at 2:00 PM CT**:

Name:	Tim Matthees
Title:	Director of Planning and Construction
Address	Winona State University 175 West Mark Street Winona, MN 55987

Proposal Format:

- Three (3) paper copies
- Provide one (1) electronic copy on a CD in PDF format on compact disc. The file size should be 2-3 mb or less. Use the reduce size feature if necessary. The document should be password secured against copying text, images and other content
- 8 ½ x 11, plastic comb bound or stapled only, portrait format, no plastic dividers or covers
- Maximum twenty pages, excluding cover letter, front & back covers, blank dividers, transmittal form, and required attachments
- All pages numbered
- Font size no smaller than 10 point

Proposals received after this date and time will be returned to the Responder un-opened.

Proposal Content

Responders shall follow the order of proposal contents found in this section.

1) TRANSMITTAL COVER:

Firms are required to submit one original form with their response.

2) COVER LETTER:

Single face cover letter providing a brief overview of the proposal

3) RESPONDER'S PROPOSAL: (BY SECTION)

A. PASS/FAIL REQUIREMENTS

- Proposal delivered on time.
- Responder shall provide a statement to confirm that the firm has available, experienced staff to provide full time observation and roof testing capabilities for the Project during construction.

B. PROJECT TEAM COMPOSITION – 20 Points

- Required team members include:
 1. Mechanical Engineer
 2. Electrical Engineer
 3. Architect
 4. Cost Estimating Consultant – may be provided by Prime Firm
- The lead Designer shall be a licensed Professional Engineer (Mechanical) in the State of Minnesota with at least 10 years' experience.
- List the name, title, and telephone number of the firm's principal who will serve as the point of contact. Provide a complete list of all key personnel (including proposed sub-consultants, if applicable), who will be assigned to the Project. Include key personnel relevant experience, qualifications for this work, roles and responsibilities. Include resumes (limited to one page per person), specific professional registrations and any specialized or technical certifications that your firm or members of your team may have, and relevant experience to past similar projects.
- Include a brief statement of the team's past or current working relationships. For each team member provide:
 1. Name, title and position in firm
 2. Home base (if in a multi-office firm)
 3. Responsibility on this Project
 4. Years of experience
 5. Relevant recent experience (if with another firm, so note)
 6. Registration – List Minnesota registration numbers for all licensed professionals (include specialty if Professional Engineer)
- Describe the team leadership and the team dynamics.

C. PROJECT EXPERIENCE – 20 Points

Provide examples of similar projects of various size and complexity within 5 years prior to the date of this RFP (projects may be either completed or in-progress) including:

- Name, location and owner
- Brief description (e.g. size, cost, relevance)
- Photographs, sketches and/or plans
- Design firm of record
- Indicate the role each proposed team member had on each relevant project.
- Completion date or current status
- References

D. APPROACH/METHODOLOGY – 20 Points

Describe your familiarity and understanding of Minnesota State Facilities Design Standards in your approach to issues and to determining the final design. Describe your approach and handling of construction observations and testing during the Construction phase along with your Construction Administration approach to coordinate the

work with the C/U campus, resolve issues and keep the C/U informed.

E. COST - 25 points

Provide a lump sum proposal with cost breakdown per the following table:

Description	Cost
Phase 1 - Design of fume hood containment and new HVAC through bidding	
Phase 1 - Construction of fume hood containment through closeout	
Phase 2 – Finalizing design, bidding, construction of new HVAC through closeout	
TOTAL	

Proposed costs shall include Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration and project closeout.

Reimbursable Expenses shall be included in the total base cost.

The lowest total cost proposal will receive the maximum points.

F. PREFERENCE – 6 Points (extra points)

TO TARGETED GROUP, ECONOMICALLY DISADVANTAGED & SERVICE OWNED/SERVICE DISABLED VETERAN-OWNED BUSINESSES & INDIVIDUALS - 6 Points (extra points)

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. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned/Service Disabled Veteran-Owned Preference

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

- Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete **Attachment D, the Veteran-Owned/Service Disabled Veteran-Owned Preference Form** in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

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

Section IV. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors

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

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

Problem Resolution Process

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

Affidavit of Non-Collusion

All Respondents shall complete **Attachment A, the Affidavit of Non-Collusion**, obtain signature by a Notary Public, and submit it with their response proposal.

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, Respondents shall complete **Attachment B, Workforce Certification** and submit it with their response proposal. 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 Respondents shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

Insurance Requirements

A. The selected vendor will be required to submit a Certificate of Insurance to the Owners' 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 the Owner 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. Insurance minimum limits are as follows:

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

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts CONSULTANT from Workers' Compensation insurance or if the CONSULTANT has no employees in the State of Minnesota, CONSULTANT must provide a written statement,

signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements.

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

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

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

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) for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

C. Additional Insurance Conditions:

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

The Owner 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 the Owner and copies of policies must be submitted to the Owner's authorized representative upon written request.

State Audit

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

Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the Minnesota State 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 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 award of a contract. In submitting a response to this RFP, the vendor agrees this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

Conflict of Interest

Each Responder shall 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 shall include the names of the entity, the relationship, and a discussion of the conflict.

Organizational Conflicts of Interest

The vendor 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 vendor 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 C/U's chief financial officer or Minnesota State 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 C/U or Minnesota State 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 C/U or Minnesota State 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 contract vendor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve Minnesota State rights.

Physical and Data Security

The Responder 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 the C/U.

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

The vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State and the campus or 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.

ATTACHMENTS

Include the following attachments:

- a. Attachment A. Affidavit of Non-Collusion
- b. Attachment B. Human Rights Certification Information and Affirmative Action Data
- c. Attachment C. Disabled Individual Clause
- d. Attachment D. Veteran/Service Disabled Veteran-Owned Preference Form (if applicable)

End of Request for Proposal

Winona State University
WSU-18- Stark Hall HVAC Replacement
Transmittal Form *[COMPANY NAME]*

Date:

Firm Name:

Contact Person:

Firm Address:

Direct Phone:

Phone Number:

Email Address of Contact Person:

Fax Number:

Company Email address:

Response includes:

Proposer certifies that no member of the proposing firm or its sub-consultants has discussed this Request for Proposal (RFP) or the project with any member of the requesting agency from the date of publication of this RFP in the State Register, other than the prescribed communication provisions set forth in the RFP. Proposer further certifies that no member of the proposing firm or its sub-contractors will have any discussions regarding this RFP or project with any member of the requesting agency until after the completion of interviews for this project. Proposer understands that its proposal will be disqualified if discussions occur with the requesting agency outside the prescribed communications provisions set forth in the RFP.

By signing below, *[COMPANY NAME]* agrees:

1. The proposal contents are accurate to the best knowledge of the undersigned.
2. (Name of Firm) is committed to entering into the work promptly, if selected, by engaging the consultants and assigning the persons named in the proposal along with adequate staff to meet the requirements of the work.
3. The consultants listed in this proposal have been contacted and have agreed to be part of the team.
4. The undersigned has read and agrees to the terms of the (State's/MnSCU's/U of M's) contract terms, and is willing to sign the contract should it be offered to our firm.

Signature:

Dated:

Attachment 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 Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

Attachment B. Workforce Certification of Compliance

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

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

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

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

STATE OF MINNESOTA –WORKFORCE CERTIFICATE INFORMATION

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

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

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

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

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

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

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

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

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

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For Assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

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

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

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

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

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

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

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

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

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

Attachment C

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: _____

Attachment D

VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

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

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

- (1) Recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- (2) Veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- Certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at:

<http://www.vetbiz.gov>

You must submit this form and the documentation required above with your response in order to be considered for this preference.