

MINNESOTA STATE COLLEGES AND UNIVERSITIES

ST CLOUD STATE UNIVERSITY



REQUEST FOR QUALIFICATIONS (RFQ) FOR SCSU RFQ for Painting Projects and Services

SPECIAL NOTE: This Request for Qualifications (RFQ) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or St. Cloud State University to award a contract or complete the proposed project and each reserves the right to cancel this RFQ 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 RFQ format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFQ. 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 RFQ by posting notice of the change(s) on [Minnesota State's Vendor & Supplier website for RFQ's https://www.minnstate.edu/vendors](https://www.minnstate.edu/vendors). For this RFQ, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
SCSU RFQ for Painting Projects and Services**

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ST. CLOUD STATE UNIVERSITY

REQUEST FOR QUALIFICATIONS

**SCSU RFQ for Painting Projects and Services
ADVERTISEMENT FOR QUALIFICATIONS**

Notice is hereby given that qualifications will be received by the Director of Purchasing of St. Cloud State University, until Wednesday, June 1, 2022 by 3:00pm CST.

Offers are to be submitted digitally via email to the Director of Purchasing at ejmears@stcloudstate.edu and clearly marked in the subject line "**SCSU RFQ for Painting Projects and Services**". St. Cloud State University reserves the right to reject any and all Offers and to waive any informalities contained in such Offers. Responses must be submitted via email in Microsoft Word or Adobe PDF format. Attachment limits are 50 MB. If file sizes are too large, please create multiple smaller files and email them separately. Hyperlinks to submissions in cloud storage will not be accepted. All pages must be numbered and font size no smaller than 11 point. Minnesota State's email receipt time stamp will be used for consideration, not the senders

Dated at St. Cloud, Minnesota, this 13th day of May 2022.

Edward J. Mears
Director of Purchasing

Section I. General RFQ Information

1.1 Background

Minnesota State is the fifth-largest system of higher education in the United States. It is comprised of 37 state colleges and universities with 54 campuses located in 47 Minnesota communities. Minnesota State serves approximately 350,000+ plus students each year. Minnesota State employs more than 15,900+ dedicated faculty and staff focused on student success. Minnesota State is an independent state entity that is governed by a 15-member Board of Trustees. For more information please visit [Minnesota State's website at www.minnstate.edu](http://www.minnstate.edu).

St Cloud State University is a public university founded in 1869 above the Beaver Islands on the Mississippi River in St. Cloud, Minnesota. The university is one of the largest schools in the Minnesota State system, which is the largest provider of higher education in Minnesota. SCSU has over 200 academic programs, 60 graduate degrees and education abroad choices on six continents emphasizing hands-on learning through community engagement and close interaction with professors. A regional comprehensive university, SCSU has more than 12,600 students and nearly 125,000 alumni. For more information please visit [SCSU's website at www.stcloudstate.edu](http://www.stcloudstate.edu).

Responding vendors should be aware that the contract resulting from this RFQ will be available for use by all of Minnesota State institutions, including the system office on non-exclusive basis.

1.2 Nature of RFQ

St Cloud State University hereinafter also referred to as “University” or “SCSU” is requesting qualifications for **SCSU RFQ for Painting Projects and Services**.

This RFQ is undertaken by St Cloud State University pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, St Cloud State University shall select the vendor or vendor(s) whose qualification(s), and oral presentation(s) if requested, demonstrate in St Cloud State University’s sole opinion, the clear capability to best fulfill the purposes of this RFQ in a cost effective manner. St Cloud 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 St Cloud State University. This RFQ shall not obligate St Cloud State University to award a contract or complete the proposed project and it reserves the right to cancel this RFQ if it is considered to be in its best interest.

1.3 Selection Committee

The selection process includes Physical Plant Director, Grounds & Roads Maintenance Supervisor, and two Office Administrators. This group will evaluate the qualifications and make final decisions.

The selection process, in some instances, may require an interview. The University reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview.

The 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 dates identified in Section 1.4 of this RFQ.

1.4 Selection and Implementation Timeline

Friday, May 13, 2022	Publish RFQ notice
Wednesday, May 18, 2022	Deadline for RFQ questions from vendors
Wednesday, May 25, 2022	Answers to RFQ questions on web site
Wednesday, June 1, 2022 by 3:00pm CST	Deadline for RFQ proposal submissions
Thursday-Friday, June 2-3, 2022	Review RFQ proposals
Monday-Wednesday, June 6-8, 2022	Meet with individual responders
Thursday-Friday, June 9-10, 2022	Complete selection process and initiate contract
Friday, July 1, 2022	Targeted date to finalize contract

1.5 Vendor Questions

Vendor questions must be submitted via email by Wednesday, May 18, 2022, to:

Ted Mears, Director of Purchasing
St Cloud State University
Email: ejmears@stcloudstate.edu

Other persons are not authorized to discuss RFQ requirements before the proposal submission deadline and the School shall not be bound by and responders may not rely on information regarding RFQ requirements obtained from non-authorized persons.

Questions must include the name, telephone number and e-mail address of the questioner. Anonymous inquiries will not be answered. Answers will be posted on [Minnesota State's Vendor & Supplier website for RFQ's https://www.minnstate.edu/vendors](https://www.minnstate.edu/vendors) by the date indicated in Section 1.4 of this RFQ.

1.6 Definitions

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

Minnesota State: State of Minnesota, acting through its Board of Trustees of Minnesota State on behalf of St Cloud State University.

School: St Cloud State University

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

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

1.7 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 University's chief financial officer 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 university 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 university may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve Minnesota State's rights.

1.8 Pre-proposal Vendors Conference

In some instances, St Cloud State University will hold a pre-proposal vendors conference. In this instance, St. Cloud State University is not conducting a pre-proposal vendor conference.

1.9 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 St Cloud State University and the vendor.

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

1.10 Authorized Signature

The proposal must be completed and signed in the firm's name, corporate name of the vendor, or 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.

1.11 Vendor Notifications Related to RFQ Responses

- A. Vendors are hereby notified that neither Minnesota State nor the School shall be responsible for any of the costs incurred by any vendor or potential vendor in their preparation of the proposal documents or for any visits to campus. All such costs are the responsibility of the vendor.
- B. By responding to this RFQ Vendors agree to indemnify, save and hold Minnesota State, the School, its agents and employees harmless from any and all claims or causes of action arising from their proposal and performance of any subsequent contract by Vendor or Vendor's agents or employees. This clause shall not be construed to bar any legal remedies Vendors may have for the School's failure to fulfill its obligations pursuant to this agreement.

1.12 Interviews

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

St Cloud 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. St Cloud 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.

If deemed necessary by the University, interviews and site visits may also be held as part of the evaluation process.

1.13 Proposal Rejection and Waiver of Informalities

This RFQ does not obligate the Minnesota State system, its Board of Trustees or St Cloud State University to award a contract or complete the proposed project and each reserves the right to cancel this RFQ if it is considered to be in its best interest. St Cloud State University also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

- a. reject any and all proposals received in response to this RFQ;
- b. select a proposal for contract negotiation other than the one with the lowest cost;
- c. negotiate any aspect of the proposal with any vendor;

- d. terminate negotiations and select the next most responsive vendor for contract negotiations;
- e. terminate negotiations and prepare and release a new RFQ;
- f. terminate negotiations and take such action as deemed appropriate;
- g. select a proposal(s) with one or more qualified vendor for negotiation.

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. The vendor selection and contract award shall be made in the best interest of the University. Accordingly, the University shall select the vendor(s) whose proposal(s), and oral presentation(s), if requested, demonstrate in the University's sole opinion, the clear capability to best fulfill the purposes of this RFQ in a cost-effective manner.

This RFQ shall not obligate the University to award a contract or complete the proposed project and the University reserves the right to cancel this RFQ if it is considered to be in its best interest.

The 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 Section 1.4 of this RFQ.

1.14 Material Ownership and Disposition of Responses

All materials submitted in response to this RFQ shall become property of the University and Minnesota State and will become public record after the evaluation process is completed and an award decision made. Disqualification of a responder does not curtail this right. Responses to this RFQ will not be open for public review until the University awards, fully executes, and contract becomes active.

If responders submit information in response to this RFQ that they believe to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute 13.37, responders must:

- a. Clearly mark all trade secret materials in response at the time the response is submitted.
- b. Include a statement in the response justifying the trade secret designation for each item.
- c. Defend any action seeking release of the materials believed to be trade secret and indemnify and hold harmless Minnesota State, the University, and its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the University's award of the contract. In submitting a response to this RFQ, the vendor agrees that this indemnification survives as long as the trade secret materials are in the possession of the University.

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

1.15 Cost of Proposal

The University will not be liable for any costs incurred by responders in preparation of a proposal answering this request for proposal.

1.16 Withdrawal of Proposal

Proposals may be withdrawn in writing and submitted by facsimile, mail, e-mail, or hand delivery from the Vendor prior to the deadline for receipt of proposals. No oral withdrawals will be accepted.

Section II. Vendor Requirements

This RFQ calls for proposals that detail experience, qualifications, and resources that reflect the Vendor's ability and willingness to provide effective workmanship.

SCSU will create a short list of pre-qualified vendors for paint projects to obtain quotes from. The supplier will provide all equipment, materials, and labor, on an as needed basis. Services include but not limited to:

- Surface preparation, patching, and minor finishing of surfaces including gypsum board;
- Field application of paints, stains, and varnishes. Virgin and recycled;
- Interior and Exterior Painting (All types of paint and surfaces, including epoxy paint);
- Skim coating;
- Applying and removing wall paper.

Contractor shall supervise, direct the work, and be solely responsible for all construction requirements.

Contractors shall furnish all products and services required by the contract in accordance with contract requirements. Subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be identified.

Contractor must obtain all applicable permits needed.

Contractor will be required to perform the task order after normal State office hours, to minimize disruption to State business, if requested by the State.

Contractor will not perform additional work not expressly defined in the Purchase Order unless an approved task order change has been approved by both parties in writing

Section III. General Contract Requirements

3.1 Contract

The contract entered into by the University and the successful vendor may include this Request for Proposal, the signed Proposal submitted by the successful vendor, any modifications agreed to in writing by the parties and the Contract document. **(A sample contract is attached and made a part and requirement of this RFQ as Attachment 1. Please pay careful attention to the legal notifications and requirements contained therein. Any alterations made to the sample contract must be submitted with the RFQ response and will be reviewed by Minnesota State prior to signing and executing the final contract).** All other communication between the parties, whether oral or written, with the exception of Amendment, with reference to the subject matter of this Contract is void and superseded.

3.2 A Notice to Vendors and Contractors

As a condition of this contract, CONTRACTOR is required by Minnesota Statute §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, Minnesota Statute §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.

3.3 Contract Term

St Cloud State University desires to enter into a contract with the qualified vendor(s) to be effective Friday, July 1, 2022 for 5 years. If the University and the vendor are unable to negotiate and sign a contract by, then the University reserves the right to seek an alternative vendor(s).

3.4 Parties to the Contract

Parties to this contract shall be the Minnesota State and its Board of Trustees acting though and on behalf of St Cloud State University and the successful vendor(s) according to the terms set forth herein. A representative of the University will be responsible for the administration of the Contract, and referred to as the “Authorized Representative”.

3.5 Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, St Cloud State University may cancel the contract(s) upon 30 days written notice, with or without cause.

3.6 Applicable Law

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

3.7 Contract Assignment

A contract or any part hereof entered into as a result of this RFQ shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the University's authorized representative named in the contract.

3.8 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.

3.9 Problem Resolution Process

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

3.10 Affidavit of Non-Collusion

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

3.11 Human Rights Requirements

For all contracts estimated to be in excess of \$100,000 over a five (5) year period 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.

3.12 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, toll free at 1-800-657-3704, MN Relay at 711 or 1-800-627-3529, or at compliance.MDHR@state.mn.us.

3.13 Preference to Targeted Group and Economically Disadvantaged Business and Individuals

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

3.14 Veteran-Owned Preference

In accordance with Minnesota Statute § 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 Minnesota Statute § 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.

3.15 Insurance Requirements

- A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the St Cloud 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 Minnesota State has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the contract.
- B. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:
1. Workers' Compensation Insurance. The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
 2. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

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

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Products and Completed Operations Liability
Blanket Contractual Liability
Name the following as Additional Insureds:
Board of Trustees of the Minnesota State Colleges and Universities
St Cloud 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 Minnesota State. If the vendor desires authority from Minnesota State to have a deductible in a higher amount, the vendor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that Minnesota State can ascertain the ability of the vendor to cover the deductible from its own resources.

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

Additional Insurance Conditions:

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

- C. St Cloud 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 St Cloud State University and copies of policies must be submitted to St Cloud State University's authorized representative upon written request.

3.16 State Audit

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

3.17 Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFQ will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected vendor. If the vendor submits information in response to this RFQ that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

- mark clearly all trade secret materials in its response at the time the response is submitted;
- include a statement with its response justifying the trade secret designation for each item;
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State of Minnesota, Minnesota State, its agents and employees, from any judgments or damages awarded against the State or Minnesota State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Minnesota State's award of a contract. In submitting a response to this RFQ, the responder agrees this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

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

3.18 Physical and Data Security

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

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

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

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

The vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State and St Cloud 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.

3.19 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.

3.20 Liability

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

3.21 Americans with Disabilities Act Compliance (hereinafter "ADA")

The vendor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. 12101, et. Seq. and regulations promulgated pursuant to it. The School is NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

3.22 Non-Discrimination

In connection with the performance of work under contract for the University, vendor agrees not to discriminate against any Minnesota State employee or student because of race, color, religion, national origin, sex, marital status, status with regard to public assistance disability, or age.

3.23 Licenses, Codes and Laws

The successful Contractor shall have and maintain a valid and appropriate business license, if applicable, as well as all required local, state and federal licenses. Contractor shall also meet all local, state and federal codes and comply with all applicable federal and state laws during the performance of the contract.

3.24 Safety

The vendor will comply with all State and Federal laws applicable to this service as they relate to employee safety and customer safety.

3.25 Indemnification

The Contractor shall indemnify, defend or hold the University harmless:

- 1.) from and against any claim or demand by third persons for loss, liability or damage, including claims for property damage, personal injury or wrongful death, arising out of any accident thereto occasioned by any act or nuisance made or suffered on the Premises, or by any fire or other destructive force on the Premises or growing out of or caused by any failure on the part of the Contractor to maintain the Premises in a safe condition and shall reimburse the University for all costs and expenses in connection with the defense of such claims; and
- 2.) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the nonobservance or non-performance of any of the terms, covenants and conditions in the Contract or the rules, regulations, ordinances and laws of the United States or the State of Minnesota.

Section IV. RFQ Responses

4.1 Submission

Sealed proposals must be received at the following address not later than Wednesday, June 1, 2022 by 3:00pm CST. Proposals will be opened at this time. Vendors are welcome to attend the opening but are not required.

Project: RFQ response for **SCSU RFQ for Painting Projects and Services**

Institution: St Cloud State University
Name: Ted Mears
Title: Director of Purchasing
Mailing Address: 720 4th Ave South, AS-122, St. Cloud, MN 56301

The responder must submit the response according: One response to the RFQ in a pdf or docx format with all required forms. At this time we are not requiring Exhibit B to be notarized.

Qualifications are to be delivered to ejmears@stcloudstate.edu with the responder's name and **"RESPONSE TO RFQ FOR SCSU RFQ for Painting Projects and Services"** within the subject line and within the body of the email. Proof of authority of the person signing must accompany the response. Minn State, its employees, officers or agents shall not be responsible for any pre-opening of post-opening of any Qualifications not properly addressed and identified as **"RESPONSE TO RFQ SCSU RFQ for Painting Projects and Services."**

Qualifications received after this date and time will be returned to the responder unopened.
Faxed responses will not be considered

4.2 Proposal Content

- a. Failure to submit proposals in accordance with the RFQ requirements will be grounds for rejection.
- b. Respond in order to all of the items listed in Section II of the RFQ and provide written point by point narrative responses to each of the proposal requirements.
- c. All required forms, tables, and attachments to this RFQ must be completed in their entirety as applicable, in ink or typewritten/word-processed, signed and notarized where applicable, and attached to the vendor's proposal upon submission.
- d. The Proposal Offering Form must be signed in blue or black ink by an authorized member of the firm.
- e. Vendor must warrant that the proposed solution meets or exceeds all specifications contained or referenced herein.
- f. In presenting a proposed solution, vendor should be as thorough and detailed as possible so that the School may properly evaluate the vendor's capability to provide the required services.
- g. Deviations from and exceptions to terms, conditions, specifications or the manner of this RFQ 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 RFQ. A vendor's failure to raise an issue related to the terms, conditions, specifications or manner of this RFQ 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 RFQ.
- h. Vendor remains solely responsible for the accuracy of the proposal as to system performance, material quality and material quantity. Vendor should clearly indicate any items to be used in its implementation that are expected to be provided by the School.
- i. Prices and terms of the proposal as stated must be valid for the entire length of any resulting contract, unless changes are made through mutual consent.

- j. The University reserves the right to waive technicalities or irregularities, to accept any portion of a response when responses are by items, to reject any or all responses, and to make arrangements for the best interest of the School.
- k. All costs associated with the service proposed must be made explicit in the vendor’s response on Exhibit G Price Schedule Submission Worksheet. Any costs incurred by the vendor in the completion of any award issued on the basis of this proposal, but not explicitly stated in the vendor’s response, shall not be payable.
- l. The vendor’s response must include references on Exhibit H.
- m. Vendor must indicate acknowledgement and acceptance of contract language. Any alterations made to the sample contract must be submitted with the RFQ response and will be reviewed by Minnesota State prior to signing and executing the final contract.
- n. Vendor must submit a current and valid ACORD Certificate of Insurance.
- o. Any and all certificates issued by the Minnesota Department of Human Rights.

4.3 General Selection Criteria

- a. Qualifications, experience, personnel and equipment: 40%
 - Qualifications not meeting requirements stated in the RFQ may be eliminated from further consideration.
 - Responses must also contain all required and completed forms.
- b. Proposed Services: 30%
 - Qualifications demonstrates understanding, ability and commitment to meet University requirements and timeframes
- c. Cost 30%

EXHIBIT A – PROPOSAL OFFERING FORM

**ST. CLOUD STATE UNIVERSITY
REQUEST FOR QUALIFICATIONS**

**SCSU RFQ for Painting Projects and Services
PROPOSAL OFFERING FORM**

In compliance with this Request for Qualifications, the undersigned acknowledges that I have read and understand all the conditions imposed herein and offer and agree to furnish the services in accordance with the attached proposal or a mutually agreed upon by subsequent negotiation.

Name of Firm: _____

Address: _____

City: _____

State: _____ ZIP: _____

Telephone: _____

Federal ID _____

State ID _____

Name: _____

Signature: _____

Title: _____

Date: _____

E-mail: _____

EXHIBIT B – AFFIDAVIT OF NON-COLLUSION

STATE OF MINNESOTA AFFIDAVIT OF NON-COLLUSION

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

EXHIBIT C – STATE OF MINNESOTA – AFFIRMATIVE ACTION CERTIFICATION

NOTICE TO CONTRACTORS AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over \$100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over \$100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for four (4) years. For additional information, contact the Department of Human Rights, Griggs Midway Building, 540 Fairview Ave N, Suite 201, Saint Paul, MN 55104.

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, Griggs Midway Building, 540 Fairview Ave N, Suite 201, Saint Paul, MN 55104.

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
Griggs Midway Building, 540 Fairview Ave N, Suite 201, Saint Paul, MN 55104

Phone: 651-593-1100

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

EXHIBIT D – EQUAL PAY CERTIFICATE APPLICATION

Minnesota Department of Human Rights
ATTN: Contract Compliance
Griggs Midway Building
540 Fairview Ave N, Suite 201
Saint Paul, MN 55104
(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

EXHIBIT E – VETERAN OWNED PREFERENCE FORM

STATE OF MINNESOTA VETERAN-OWNED PREFERENCE FORM

In accordance with Minnesota Statute §16C.16, subd. 6a, the MnSCU 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 Minnesota Statute §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 Minnesota Statute § 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.

EXHIBIT F – COMMISSIONER’S PLAN

STATE OF MINNESOTA MINNESOTA STATE COLLEGES AND UNIVERSITIES 2022 COMMISSIONER’S PLAN EXPENSE REIMBURSEMENT

TYPE OF EXPENSE	REIMBURSEMENT ALLOWANCE												
State-owned vehicle not available (full IRS rate)	58.5 cents per mile												
State-owned vehicle available but declined (IRS rate less 7.0 cents)	51.5 cents per mile												
Tolls and parking fees	Actual cost												
Commercial transportation (air, taxi, rental car, etc.) plus reasonable gratuities	Actual cost for mode and class of transportation authorized												
Specially equipped personal van – provides wheelchair access (IRS rate plus 9.0 cents)	65 cents per mile												
Motorcycle	No reimbursement applicable												
Personal aircraft	1.515 cents per mile												
Overnight lodging	Actual reasonable cost												
Laundry and/or dry-cleaning <u>after</u> one week in continuous travel status	Actual cost; not to exceed \$16.00 per week												
Work-related long distance telephone calls	Actual cost												
Personal telephone calls	Actual cost up to maximum number of nights away times \$3.00												
Special expenses (e.g. conference fees, banquet tickets)	Actual cost with prior approval												
Meals and/plus reasonable gratuities: <ul style="list-style-type: none"> ● Breakfast (in travel status overnight or leave home before 6:00 a.m.) ● Lunch (in travel status and more than 35 miles from work station) ☐ Dinner (in travel status overnight or return home after 7:00 p.m.) 	Actual cost up to maximums <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100px;">Breakfast</td> <td style="text-align: right;">\$9.00</td> </tr> <tr> <td>Lunch</td> <td style="text-align: right;">\$11.00</td> </tr> <tr> <td>Dinner</td> <td style="text-align: right;">\$16.00</td> </tr> </table> Outside the contiguous 48 United States or in predesignated/pre-identified metropolitan areas* <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100px;">Breakfast</td> <td style="text-align: right;">\$11.00</td> </tr> <tr> <td>Lunch</td> <td style="text-align: right;">\$13.00</td> </tr> <tr> <td>Dinner</td> <td style="text-align: right;">\$20.00</td> </tr> </table> Meal “bunching” allowed: Two or more consecutive meals reimbursed up to the combined maximum. Dinner and breakfast the following morning are considered consecutive meals. Meals provided as part of a conference or other program are not considered and “break” the string of consecutive meals.	Breakfast	\$9.00	Lunch	\$11.00	Dinner	\$16.00	Breakfast	\$11.00	Lunch	\$13.00	Dinner	\$20.00
Breakfast	\$9.00												
Lunch	\$11.00												
Dinner	\$16.00												
Breakfast	\$11.00												
Lunch	\$13.00												
Dinner	\$20.00												
Expenses that are not travel related (e.g., supplies, copy charges, fax charges)	Actual cost												

*(See <https://www.irs.gov/pub/irs-drop/n-21-52.pdf> for current localities)

RECEIPTS: Itemized receipts are required for all **expensed except meals, gratuities, driving tolls, parking meters and telephone calls**. All forms of cancelled checks and photocopies of credit card bills do not substitute for original receipts. An affidavit in lieu of a receipt may be allowed if the original receipt was lost, damaged, or not obtained

ITEMIZED LIST OF CONTRACTOR'S REIMBURSABLE EXPENSES

A. Minnesota State's AUTHORIZED REPRESENTATIVE TO COMPLETE THIS SECTION:

NAME AND ADDRESS OF CONTRACTOR:

P.O. #:	VENDOR #:
CONTACT PERSON:	TELEPHONE NUMBER:

B. CONTRACTOR TO COMPLETE THIS SECTION (submit additional pages if more than one day in travel status):

* Requires original itemized receipts.

** Other metropolitan areas listed above are up to \$11 (breakfast), \$13 (lunch), and \$20 (dinner).

DATE	ALLOWABLE EXPENSES	PURPOSE	RATE	TOTAL
	# of Miles: _____ To: _____ From: _____		58.5 cents per mile	
	Parking Fees (non meter)*		Actual cost	
	Parking Meters/Tolls		Actual cost	
	Air Fare*		Actual cost	
	Taxi*		Actual cost	
	Rental Car*		Actual cost	
	Overnight Lodging*		Actual cost	
	Long Distance Call		Actual cost	
	Breakfast, if in travel status		Up to \$9.00**	
	Lunch, if in travel status		Up to \$11.00**	
	Dinner, if in travel status		Up to \$16.00**	
	Supplies*		Actual cost	
	Copy Charges*		Actual cost	
	Fax Charges*		Actual cost	

DATE	ALLOWABLE EXPENSES	PURPOSE	RATE	TOTAL
	Other*		Actual cost	
	TOTAL FOR THE DAY			

Remit payment to the following address **if different** than address at the top of this form:

Name: _____

Address: _____

C. SIGNATURES REQUIRED FOR PAYMENT:

Signature: _____ Date: _____
 (Verification of Expenses by Contractor)

Signature: _____ Date: _____
 (Approval by Minnesota State's Authorized Representative)

EXHIBIT G – PRICE SCHEDULE SUBMISSION WORKSHEET

Contractor's Company Name and address:	
--	--

Labor

Hourly Definitions:	Rate Per Hour
Weekday Daytime Cost: Monday through Friday, 7:30 a.m. to 4:00 p.m.	\$
Weekday Evening Cost: Monday through Friday, 4:01 p.m. to 7:29 a.m.	\$
Weekend/Holiday Cost: 4:01 p.m. (Friday) to 7:29 a.m. (Monday) - includes State designated holidays.	\$

Materials

Cost Plus Percentage Mark- Up

Paint Only.	\$
Unique Materials Only.	\$

Travel Mileage Rate Multiplier

For travel over 100 miles (accumulative mileage to and from job site) per day. Quote Mileage Rate Multiplier.	Mileage Rate Multiplier Rate X Per Mile	
---	---	--

Mobilization Charge

Lump Sum:	
-----------	--

EXHIBIT H – VENDOR REFERECES

Business Name:	
Contact Person Name:	
Email:	
Phone	
Business Address:	
Types of Supplies/Services Provided and Dates Provided/Contracted:	

Business Name:	
Contact Person Name:	
Email:	
Phone	
Business Address:	
Types of Supplies/Services Provided and Dates Provided/Contracted:	

Business Name:	
Contact Person Name:	
Email:	
Phone	
Business Address:	
Types of Supplies/Services Provided and Dates Provided/Contracted:	

Business Name:	
Contact Person Name:	
Email:	
Phone	
Business Address:	
Types of Supplies/Services Provided and Dates Provided/Contracted:	