Bemidji State University

RFB for Hotel Potential Space Needs due to COVID-19

Bemidji State University (BSU) requests bids from local hotels to provide temporary housing for BSU students otherwise unable to live in the residence halls on the BSU campus due to the circumstances related to COVID-19. We are providing basic information to guide proposals below.

**Dates for Potential Housing**
Daily, weekly, monthly or academic semester housing for one to as many as 100 students. The dates included would be August 15 through December 19, 2020.

**Types of potential housing needed**

**Overflow** – temporary housing needed should the BSU residence hall reach maximum occupancy given the single occupancy model used this year. The expectation for the hotel in this scenario would be for the student to be housed in a room by themselves, and that MDH and county health guidelines would be followed for cleaning. BSU would provide health support and food services for these students. If BSU students were housed in this scenario at a hotel, BSU would plan to move these students back to the residence halls on campus as soon as space becomes available.

**Quarantine** – temporary space available at a given rate in case individual or groups of students would need to relocate for quarantine purposes (possible exposure to COVID-19 but have not tested positive). The expectation for the hotel in this scenario would be for the student to be housed in a room by themselves, and that MDH and county health guidelines would be followed for cleaning. BSU would provide health support and food services for these students.

**Isolation** – temporary housing for students that have tested positive for COVID-19 and must isolate until approved to return to campus. The expectation for the hotel in this scenario would be for the student to be housed in a room by themselves, and that MDH and county health guidelines would be followed for cleaning. BSU would provide health support and food services for these students.

**Rate structures to provide in proposals**

- Daily rate
- Weekly rate
- Monthly rate
GENERAL PROPOSAL/BID CONDITIONS

THIS IS A REQUEST FOR PROPOSAL/BID NOT A PURCHASE ORDER.

AFFIRMATIVE ACTION COMPLIANCE: Responder/bidder agrees that if awarded the contract, responder/bidder will not engage in any discriminatory employment practices. Vendor must certify that it either (1) has a Human Rights Certificate issued by the Commissioner of Human Rights, or (2) has applied for a certificate from the Commissioner of Human Rights or (3) is exempt from the requirements of M.S. 363.073.

Effective July 1, 2003 - The Minnesota Department of Human Rights is authorized to charge a $75.00 fee for each Certificate of Compliance issued. You may submit your affirmative action plan along with a cashier's check or money order in the amount of $75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at: Contract Compliance Unit, Minnesota Department of Human Rights, Sibley Square at Mears Park, 190 East 5th Street, suite 700, St. Paul, MN 55101, Phone 651-296-5663, TTY 651-296-1283, Toll Free 800-657-3704

ANTITRUST: By signing this proposal/bid, the responder/bidder affirms, under penalty of perjury, that the pricing contained herein has been arrived at by the responder/bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the request for proposal/bid, designed to limit independent bidding or competition. In addition, the responder/bidder hereby assigns to procurer any and all claims for overcharges as to goods and materials purchased in connection with this project resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first-tier suppliers under the contract.

AUTHORIZED SIGNATURE: Proof of authority of the person signing the proposal/bid shall be furnished upon request.

BID AWARD: Procurer can be called at (218) 755-2050 to find out if a bid has been awarded. Bid tabulations will not be given over the telephone. Vendors should allow approximately (2) two weeks after bids are scheduled to open before calling on an award.

BID RESULTS: Vendors can obtain bid tabulations by sending in a stamped, self-addressed envelope along with their bids. The bid tabulations will be sent to vendors approximately (2) two weeks after bids are awarded.

DATA PRIVACY-GOVERNMENT DATA PRACTICES ACT: To the extent that the vendor takes possession of, has access to the private, nonpublic protected nonpublic, or confidential data of procurer or the State, the vendor will agree to comply with the requirements of the Minnesota Government Data Practices Act (M.S. Chapter 13) in providing services under this agreement. The vendor agrees to indemnify, save, and hold the State of Minnesota harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provisions of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of this agreement. In the event that the vendor subcontracts any or all of the work to be performed under this agreement, the vendor shall retain responsibility under the terms of this paragraph for such work.

DATES: Dates are listed in the sequence of month/date/year.
- Request for Bids (RFB) published on MinnState Vendor and Supplier Opportunity and BSU RFP and Bids web sites beginning Wednesday, June 24, 2020.
- Questions regarding this RFB must be submitted by 2:00 pm on Friday, July 10, 2020. Questions can be emailed to Randall.Ludeman@bemidjistate.edu
• Responses to the questions will be posted to the BSU RFP and Bids website by 2:00 PM on Monday, July 13, 2020.
• Proposals must be received NO LATER THAN 2:00pm on Wednesday, July 15, 2020. Proposals shall be delivered to:

  Bemidji State University  
  Attn: Purchasing, Box #5  
  Bemidji MN 56601

• Late responses will not be considered. Only mailed and sealed bids will be considered. Faxed or emailed bids will not be considered.

DEFAULT: A Minnesota State Colleges and Universities purchase order constitutes a binding contract. Failure to comply with the requirements of that purchase order and its bid will constitute default, and the vendor will be held responsible for all costs required to correct the default. Repeated defaults or failures to pay all costs may cause suspension for all bidder lists.

DEVIANIOMS: Any deviation from specifications must be clearly indicated by responder/bidder, otherwise it will be considered that the proposal/bid is in strict compliance, and the responder/bidder will be held responsible, therefore. When brand name or manufacturers’ numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the proposal/bid states: “No substitute.” Proposals/bids will be considered on other makes, models or brands having comparable quality, style, workmanship, and performance characteristics. Alternate proposals/bids offering lower quality will not be considered.

DISCOUNT: Discount offered for less than 30 days will not be considered in making an award.

FALSE STATEMENTS: Proposals/bids which contain conflicting, false, or misleading statements or which provide references which contradict or do not support an attribute or condition stated by the vendor shall be rejected.

HAZARDOUS SUBSTANCES: To the extent that the products to be supplied to procurer by the successful responder/bidder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in Minnesota Rules, the successful responder/bidder shall provide procurer with sufficient material safety data sheets regarding those substances. A copy shall be included with each delivery made during the term of the contract.

INQUIRIES: Telephone inquiries or unsolicited visitation by vendors or their representatives are not allowed. Questions from prospective vendors regarding the RFB/bid shall be submitted in writing. Questions may be submitted by email or facsimile to ronald.beckstrom@bemidjistate.edu Fax 218-755-2160.

INTELLECTUAL PROPERTY INDEMNIFICATION: The vendor warrants that any materials or projects provided or produced or utilized in the performance of this order will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the vendor and, the vendor at the vendor’s expense, shall indemnify and defend the State against any losses, cost, expense or liability (including attorney’s fees) arising out of such a claim, whether or not such claim is successful against the State.

LAWS AND REGULATIONS: Any and all services, articles or equipment furnished shall comply fully with all State and Federal laws and regulations.

LEGAL AUTHORITY: This contract is to be awarded subject to Minnesota Statutes 136F.581 and 471.345.
LIABILITY: It shall become a part of the order that the vendor shall hold the State of Minnesota, its agents and employees, harmless from any and all claims or causes of action of any kind or nature, including but not limited to the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this order by the vendor or vendor’s agents or employees. This clause shall not be construed to bar any legal remedies the vendor may have for the State’s failure to fulfill its obligations pursuant to this RFP.

NATION OF ORIGIN: The responder/bidder must state the nation of origin of all items proposed/bid, if such nation is not the United States.

NON-APPROPRIATION: Continuation of any agreement beyond June 30 of any year is contingent upon continued legislative appropriation of funds for the purpose of this agreement. If these funds are not appropriated, procurer shall notify vendor in writing and any agreement will terminate on June 30 of that year. Procurer shall not be assessed any penalty if the agreement is terminated because of the decision of the legislature not to appropriate funds.

NON-COLLUSION: An Affidavit of Non-collusion must be completed and returned with the proposal/bid.

NOTICE TO CONTRACTOR: Minnesota contractors are required to provide their Minnesota Tax Identification Number (or Social Security Number) and/or Federal Employer I.D. Number. Non-Minnesota contractors are required to provide their Federal Employer I.D. Number (or Social Security Number) only. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This proposal/bid will not be approved unless these numbers are provided:

Social Security or Minnesota Tax I.D. No. _______________________________
Federal Employer I.D. No. (If applicable) _______________________________

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.

OWNERSHIP OF COPYRIGHT: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered “works for hire” as defined in the U.S. Copyright Act.

OWNERSHIP OF DOCUMENTS: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material
shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.

PRICES: Prices shall be submitted in United States currency. Prices shall be maximum and delivery F.O.B. destination, freight collect, unless otherwise specified.

PROCURER RIGHTS: Notwithstanding anything to the contrary, procurer reserves the right to:

a) Reject any and all proposals received in response to this RFP;
b) Select, for order or for negotiation, a proposal other than the one with the lowest cost;
c) Waiver or modify any informalities, irregularities, or inconsistencies in proposal received;
d) Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at a time;
e) Terminate negotiations and select the next most responsive vendor, prepare and release a new RFP, or take such other action as the proposer deems appropriate if negotiations fail to result in an agreement.

PROPERTY OWNERSHIP: Material submitted in response to this RFP/bid shall become the property of the State of Minnesota and will become public record, consistent with the Minnesota Government Data Practices Act.

PROPOSALS MADE IN PENCIL SHALL BE REJECTED: Alterations in cost figures used to determine the lowest priced proposal/bid shall be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to the price quoted. Proof of authorization shall be provided upon request. The use of “white out” is considered an alteration.

RFP ADDENDUM(S): Procurer may modify or clarify this RFP issuing one or more addenda to this RFP. Addendum(s) will become part of this RFP.

STATE AUDIT: The books, records, documents, and accounting procedures and practices of contractor/vendor relevant to this agreement shall be subject to examination by the customer, Minnesota State Colleges and Universities, and either the Minnesota legislative auditor or state auditor as appropriate.

TARGETED GROUP VENDORS: Certified targeted group responders/bidders will receive a six percent (6%) preference and certified economically disadvantaged responders/bidders will receive a four percent (4%) preference on the basis of award for this proposal/bid. Responders/bidders interested in becoming certified responders/bidders or verifying their status should call (651) 296-2600.

TERMS AND CONDITIONS: Minnesota State Colleges and Universities reserves the right to accept or reject any or all proposals/bids or portions thereof, or to waive any irregularities or informalities in proposals/bids received.
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 Bid 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 Bid, designed to limit fair and open competition;

3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder’s Firm Name: __________________________________________

Authorized Signature: ___________________________________________

Date: __________________________________________________________

Subscribed and sworn to me this _______ day of __________

Notary Public: ___________________________________________

My commission expires: ________________________________
NOTICE TO CONTRACTORS

AFFIRMATIVE ACTION

CERTIFICATION OF COMPLIANCE

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

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

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

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or-
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on __________________ (date). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _______________________________ Date _______________________________

Authorized Signature: ___________________________ Telephone number: ___________________________

Printed Name: ________________________________ Title: ________________________________

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

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

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

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

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

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

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

**DISABLED INDIVIDUAL CLAUSE**

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

C. In the event of a vendor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.

D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.

E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 to 5000.3600 are incorporated into any order of Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600 are available from Minnesota Bookstore, 660 Olive Street, St. Paul, Minnesota 55155.

By signing this statement, the vendor certifies that the information provided is accurate.

NAME OF COMPANY: ______________________________________________

AUTHORIZED SIGNATURE: _________________________________________

TITLE: ____________________________________________________________

DATE: ____________________________________________________________

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