SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system, hereinafter referred to as “Minnesota State”, its Board of Trustees, or the System Office 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. 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.
REQUEST FOR PROPOSAL (RFP)
FOR
System Wide Roof Management Program

Table of Contents

Section I. General Information ........................................................................................................................................... 4
  Background: ................................................................................................................................................................. 4
  Purpose of this Request for Proposal: .......................................................................................................................... 4
  Definitions ..................................................................................................................................................................... 4
  Project Information: .................................................................................................................................................... 5
  Costs and Fees: ........................................................................................................................................................... 5
  Selection Process: ........................................................................................................................................................ 6
  Selection and Implementation Timeline: ...................................................................................................................... 6
  Questions Regarding This Project: ................................................................................................................................ 7
  Contract: ....................................................................................................................................................................... 7
  Parties to the Contract: .................................................................................................................................................. 8
  Duration of Offer: ........................................................................................................................................................ 8

Section II. VENDOR REQUIREMENTS .......................................................................................................................... 9
  Responsibilities: ........................................................................................................................................................... 9

Section III. RESPONSE CONTENTS AND EVALUATION ............................................................................................ 12
  Scoring Criteria: ....................................................................................................................................................... 12
  PASS /FAIL REQUIREMENTS ................................................................................................................................... 12
  COMPANY PROFILE - 10 points ................................................................................................................................. 12
  PROJECT TEAM – 20 points ..................................................................................................................................... 12
  RELEVANT TEAM EXPERIENCE - 20 points .................................................................................................................. 13
  PROJECT APPROACH - 25 points ................................................................................................................................. 13
  FEE - 20 points .......................................................................................................................................................... 13
  UNIQUE QUALIFICATIONS – 5 points ............................................................................................................................ 14
  PREFERENCES – 6 points (extra) ................................................................................................................................. 14

Section IV. OTHER PROVISIONS .................................................................................................................................. 15
  Requirements: ............................................................................................................................................................ 15
  Rights Reserved......................................................................................................................................................... 15
  Insurance Requirements............................................................................................................................................. 15
Notice to Vendors and Contractors ................................................................. 15
Affidavit of Non-Collusion ............................................................................ 16
Minnesota Government Data Practices Act ................................................... 16
Conflict of Interest ...................................................................................... 16
Organizational Conflicts of Interest .............................................................. 17
Physical and Data Security ......................................................................... 17
Standard of Care ....................................................................................... 18
Section V. RFP Response ............................................................................ 19
Submission: .............................................................................................. 19

Appendix

Samples for use in submitting response
  • Attachment 1, Affidavit of Non-Collusion
  • Attachment 2, Workforce Certificate
  • Attachment 3, Equal Pay Certificate – (If Anticipated Contract And All Extensions Exceed $500,000)
  • Attachment 4, Preference Form – (If Applicable)
  • Attachment 5, Veteran Owned Preference – (If Applicable)

For reference only
  • Draft Contract - Roof Management 2020
  • Certificate of Insurance Example – for reference (1 page)
  • Exhibit 1: Roof Survey Initial Information
  • Exhibit 2: Facilities Condition Report
  • Exhibit 3: Campus Map and Roof Plans
SECTION I. GENERAL INFORMATION

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

Purpose of this Request for Proposal:
The Minnesota State Board of Trustees, on behalf of Minnesota State college and Universities system office, hereafter referred to as “Minnesota State”, is soliciting proposals from interested, qualified consultants, and intends to retain a professional roof design consulting firm to provide annual roof surveys and reports for 54 campuses around the state. This RFP is undertaken by Owner pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

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

The Respondents responsibilities are as described in Section II, and also as referenced in the:
- Draft Contract - Roof Management 2020

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

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities.

System Office: The central system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota 55101-7804.

Consultant: An individual or firm which responds to the RFP.

Responder/Respondent: A company who may reply to this RFP.
Vendor: The firm selected by Minnesota State as the successful responder(s) responsible to execute the terms of a contract.

Project Information:

This RFP is soliciting proposals from interested, qualified roofing consultants to continue annual updating of the existing Minnesota State Roof Management Program. Surveys provide roof information to the campus facilities personnel for correction of roof deficiencies and provide an evaluation of the overall condition of the roof areas for use in planning for future roof replacements. Inspection work will be organized by campus, which totals approximately 14.7 million gross square feet (GSF) of roof area at 54 campus locations (See Exhibit 1 – Roof Survey Initial Data 2020). The length of such contract(s) shall be two years, beginning April 1, 2020 and ending March 30, 2022 with the option to renew the contract annually for three additional years. All information will be maintained on a web-based project management information system.

Minnesota State Roof Management System currently uses RoofPro Online by Digital Facilities Corporation. The intent is to upgrade the system to FM-Pro Roofing Module by Digital Facilities Corporation with this RFP. This will require Digital Facilities Corporation to migrate the current roof management data to a new data base. This process is anticipated to require a minimum of two to three weeks. The cost for Digital Facilities to migrate the data shall be included in the proposal.

The Roof Management System must provide available access to facilities personnel at all 54 campuses with read only permission for their campus roof only. If a college has multiple campuses, a group access should be provided to allow a designated person at the college to have visibility for roofs for all roofs at each of the institutions campuses. Minnesota State System Office Program Managers (minimum five) shall have administrative permission, with visibility of all roofs at all campuses. The system must also be capable of producing customized reports as called out in Section II below.

Costs and Fees:

Provide a Fee Schedule for each member of the CONSULTANT team per the following example:

<table>
<thead>
<tr>
<th>Name</th>
<th>Responsibility</th>
<th>Cost/Hr</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert name]</td>
<td>Program Manager</td>
<td>$XXX.00</td>
</tr>
<tr>
<td>[insert name]</td>
<td>Senior Engineer, Quality Assurance Manager</td>
<td>$XXX.00</td>
</tr>
<tr>
<td>[insert name]</td>
<td>Senior Field Technician/ Thermographer</td>
<td>$XXX.00</td>
</tr>
<tr>
<td>[insert name]</td>
<td>Field Technician</td>
<td>$XXX.00</td>
</tr>
</tbody>
</table>

Provide Annual Survey costs for Academic and Revenue Roofs and a Total for each year starting with 2020 through 2024 using current costs. 2020 will cover the north half of the state, 2021...
will cover the south half of the state, and then it will alternate between north and south for subsequent years. Include the cost for data migration to FM Pro in the 2020 costs and the cost for the annual access licenses and the reimbursement for travel and subsistence expenses shall be included in the cost for each year.

<table>
<thead>
<tr>
<th>Annual Surveys</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Cost TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Final contract amount for the 2020 surveys will be negotiated with the selected CONSULTANT, based on available funding and any additions or subtractions of roof areas that may occur. Costs for future years will also be adjusted based on new construction or demolition of buildings.

**Selection Process:**

The selection committee will includes members of system office Facilities Design and Construction Division. This group will evaluate the proposals and make the final decision.

**Selection and Implementation Timeline:**

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DAY</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP advertisement</td>
<td>Monday</td>
<td>February 3, 2020</td>
<td></td>
</tr>
<tr>
<td>Information Meeting</td>
<td>Wednesday</td>
<td>February 12, 2020</td>
<td>2:00 PM</td>
</tr>
<tr>
<td>RFP Questions due</td>
<td>Tuesday</td>
<td>February 18, 2020</td>
<td>2:00 PM</td>
</tr>
<tr>
<td>RFP Addendum posted</td>
<td>Wednesday</td>
<td>February 19, 2020</td>
<td></td>
</tr>
<tr>
<td>Deadline for RFP</td>
<td>Monday</td>
<td>February 25, 2020</td>
<td>2:00 PM</td>
</tr>
<tr>
<td>Planned selection</td>
<td>Friday</td>
<td>February 28, 2020</td>
<td></td>
</tr>
<tr>
<td>Planned contract execution</td>
<td>Monday</td>
<td>March 13, 2020</td>
<td></td>
</tr>
</tbody>
</table>

Minnesota State will select a vendor solely on the basis of the response to the RFP.

If Minnesota State and the vendor are unable to negotiate and sign a contract by March 13, 2020, Minnesota State reserves the right to seek an alternative vendor.
Request for Proposal – Mandatory Information Meeting

A mandatory informational meeting is scheduled for:

| Information Meeting | Wednesday | February 12, 2020 | 2:00 PM |

Minnesota State, 30 7th Street East, Suite 350, Saint Paul, MN 55101, Room 6630. All firms interested in this meeting should email Jim Morgan at James.morgan@minnstate.edu to confirm attendance. All potential or interested Responders must attend the meeting. Firms who do not attend this meeting will not be considered.

Questions Regarding This Project:

Questions regarding this RFP must be emailed and received no later than 2:00 pm on Tuesday, February 18, 2020 to ensure a response posted by Wednesday, February 19, 2020. When emailing questions, please use the subject line “Question Regarding RFP for Roof Management Program”.

Email questions about the RFP to:

   Name: Jim Morgan  
   Title: Program Manager  
   E-mail address: James.morgan@minnstate.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Minnesota State shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and his/her telephone number and e-mail address. Anonymous inquiries will not be answered. If appropriate, a change responding to questions or clarifications will be issued by Minnesota State in the form of addenda to the RFP. All addenda will be posted at http://www.minnstate.edu/vendors/index.html. Scroll down and click on “Facilities Opportunities”.

Contract:

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. The successful Respondent will be required to sign a Facilities PT Services Contract (Non-Master) titled “Draft Contract - Roof Management 2020”. A sample is posted with this RFP.

If a Respondent requests clarifications to the terms and conditions of this contract, then they may submit a question during the question and answer period of this RFP, where it will be addressed by Addendum.
**Parties to the Contract:**

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

**Duration of Offer:**

All proposal responses must indicate they are valid for a minimum of **sixty (60)** calendar days from the date of the proposal opening unless extended by mutual written agreement between Minnesota State and the Vendor. Prices and terms of the proposal as stated must be valid for the length of the resulting Purchase Order.
SECTION II. VENDOR REQUIREMENTS

Responsibilities:

The following scope of work and deliverables is required for maintenance of the Roof Management Data System:

1. Provide training manuals and web training for campus staff, if applicable.
2. Provide in-person training for system office staff.
3. Add building ID’s for new buildings or roof areas.
4. Remove building and roof areas that have been demolished.
5. Set-up and maintain security level user names and passwords.

The following scope of work and deliverables is required for each campus, for each roof area:

1) Surveys will provide a comprehensive evaluation of each roof area on all academic and revenue buildings at each campus (excluding temporary, leased, or out buildings).
2) Provide a scaled campus roof map for each campus in PDF Format. Update maps yearly, as changes are made to add or delete building areas.
3) Interview campus facility personnel to ascertain any known roof issues and any long term plans for future building changes (demolition, additions, new mechanical equipment, etc.), which could affect roof replacement decisions.
4) Conduct performance and condition review, visual inspection noting defects.
5) Provide photographs of all roof areas and photograph all defects for inclusion in report and reference on roof area sketch.
6) Infrared scanning of entire roof areas (except for ballasted EPDM, Metal, Slate, or Shingle). All areas of wet insulation shall be marked on the roof surface, verified by core sampling, cores repaired and documented on roof sketches.
7) Provide scaled CAD sketches of each roof section showing roof penetrations, location of defects, and approximate location of areas of wet insulation as applicable.
8) Maintain roof data for all roof areas at each campus, including:
   - Date of installation,
   - Date of last inspection,
   - Estimated replacement date,
   - Section area in square feet,
   - Age of current roof installation in years,
   - Condition Index
   - Drainage (adequate or inadequate)
   - Currently leaking? (Yes/No/Unknown)
   - History of Leaking? (Yes/No/Unknown)
   - Roof Systems type/materials by layer (surface, membrane, insulation, vapor retarder, deck),
• Expenditure Recommendations for both Repair and Replacement to include; budget year, allocation (expense or capital), urgency, status, and budget estimated cost.
• Name of installing roofing contractor, and
• Warranty issue date, warranty expiration date, warranty type, issued by, warranty ID,

9) Survey shall include:
• A campus map identifying and showing the outline of each roof with color or shading to highlight roof sections that are estimated to need replacement within the next 5 years and to indicate roofs that have been replaced and meet Minnesota State Roof Design Standards. Distinguish between academic/administration buildings and revenue fund buildings, which consist of residence halls/dining halls/student union/parking ramps/wellness centers.
• Work with campuses to match roof sections and names to buildings or additions as identified in Minnesota State’s VFA Facility building condition reporting system.
• Provide Membrane Defects per roof sections. Each defect shall be numbered and a brief description of the defect shall be provided. Provide Defect Severity (monitor or repair), Quantity (more than one instance of same defect type), Unit of Measure, and Status (New or Outstanding). Note date defect was observed (new) and note each subsequent date same defect is observed (outstanding).
• Provide photographs of each defect and attach to Membrane Defects listed.
• Provide Moisture Survey data for roof sections, if applicable, to include date performed, type of survey, insulation condition, and membrane condition. Location of wet insulation shall be noted on roof section sketches.
• Indicate approximate locations of defects, referenced by number on the roof section sketches.

10) Provide photos showing each roof section from various angles and all pertinent features. These should be uploaded to the Photo Album and labeled by roof section and date taken.
11) Provide Roof repair cost estimates for each defect and a total cost for all repairs.
12) Provide Roof replacement cost estimates based on the vendor’s professional experience for roof areas of similar size, type and complexity.
13) Work with Digital Facilities to provide standard reports to include:

   • **Facility Condition Report:** Ability to print either single or multi-roof area reports in PDF format. Cover page should show most recent inspection date, not print date. This report is used by the campuses to get proposals from roofing contractors to make roof repairs as noted on the Membrane Defects reports for each roof section. List roof sections, information about the roof section such as year installed, age, warranty, roofing layers and provides an analysis of defects, recommended repair and estimated repair cost.

   • **Minnesota State 5 year Roof Condition Financial Plan:** Provide a comprehensive
• **Deficiency Status**: List outstanding roof deficiencies by roof area, by campus and date when first documented or date(s) noted on the Membrane Defects report.
SECTION III. RESPONSE CONTENTS AND EVALUATION

Criteria described below, based upon the point scale, will be used to evaluate Respondents’ proposal. The evaluation may include requests for additional information, and will focus on the specifics of the Respondent’s response to the RFP and approach. The response to the RFP will be evaluated by the following criteria:

Scoring Criteria:

Criteria described below, based upon the point scale, will be used to evaluate Respondents’ proposal. The evaluation may include requests for additional information, and will focus on the specifics of the Respondent’s response to the RFP and approach. The response to the RFP will be evaluated by the following criteria:

PASS /FAIL REQUIREMENTS

Responder’s proposal must be submitted on time, Attendance at mandatory pre-proposal meeting.

COMPANY PROFILE - 10 points

The Respondent will submit a company profile. Factors favorable to a Respondent will be stability of the Respondent’s business and greater length of experience that would contribute to the Respondent’s performance on this project. Describe problem-solving successes on a) service and support generally, b) service and support as reflected by quality control, and c) service and support as reflected by use of information technology. Factors favorable to a Respondent are:

- Ability to demonstrate a service and support approach that serves the interests of Minnesota State on this project
- A detailed and wide-ranging quality assurance plan for all elements of work the Respondent would perform on this project
- Sophisticated and state-of-the art information technology in its performance of its project duties

PROJECT TEAM – 20 points

The Respondent will list the members of its team that will be assigned to the project, their qualifications and special expertise, including specific experience with projects similar to the scope of this RFP.

Team Qualifications and Requirements

- The team lead shall be a licensed Architect or Professional Engineer in the State of Minnesota.
- Roof surveyors shall be Registered Roofing Consultant (RRC),
• Infrared scanning performed by certified infrared thermographer having a minimum five years of roof scanning experience,
• Familiarity with Minnesota State Facilities and Roof Design Standards,
• Ability to provide and support a web-based project management information system
• Factors favorable to a Respondent are the assignment of experienced and highly qualified team members with substantial expertise on similar projects.

RELEVANT TEAM EXPERIENCE - 20 points

The Respondent will provide a brief summary of experience with projects of similar nature and scope to the project, specifically stating project description, scale and complexity, and geographic location of each. The summary should include the following:
• Projects at Minnesota State, 2014 to present.
• The members of your proposed team for the present project that worked on the previous project and in what capacity.
• Non-Minnesota State projects completed 2014 to present. The Respondent shall provide as to these projects the name of Minnesota State and the name of an Owner’s contact person with phone number and email address. Minnesota State reserves the right to independently obtain confirmation of the Respondent’s information from such Owners.

PROJECT APPROACH - 25 points

The Respondent should describe its understanding of the project and its approach and methodology. Describe the anticipated difficulties or challenges in providing services to Minnesota State, how it expects to manage those difficulties or challenges, and what assistance it requires from Minnesota State for such management. Describe any special services or recommendations the Respondent could provide to Minnesota State that would make the roof management program more efficient and more cost effective. Describe how you will handle customer service issues when issues arise with campus personnel not being able to access their data or not being able to print reports.

FEE - 20 points

Provide an annual lump sum fee for all basic services split between Academic and Revenue Building roofs based on current costs. Include the cost for data migration and training in the first year Basic Fee. Basic Fees shall also include roof evaluation costs and annual license fee costs. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Respondent in performance of this contract shall be included within in the Respondent’s Basic Fee. Also provide a list for each of the team members by name providing services, their estimated hours and hourly rate. The rates listed on the RFP may be used by Minnesota State for the addition or deletion of roof area evaluations by addendum to the contract.
The evaluation for cost of services will award points according to the lowest fee proposal. The lowest fee proposal will receive the maximum points. Points will be awarded to each of the other proposals by dividing the lowest proposal by each of the other proposal costs. The answer will always be less than 1. Take the answer of the division and multiply by the maximum points. The answer will be the number of points (rounded to the nearest whole number) assigned to the total cost for this Respondent.

UNIQUE QUALIFICATIONS – 5 points

Describe any unique services or qualifications that may benefit Minnesota State in the execution of the proposed project.

PREFERENCES – 6 points (extra)

In accordance with M.S. 16C.16, the basis of award is that eligible certified targeted group (T.G.), economically disadvantaged (E.D.), and Veteran Owned small businesses will receive a six percent (6%) preference. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract.

Eligible, verified, small businesses currently listed in the Directory of Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendors will be eligible for the preference. This directory is located at http://www.mmd.admin.state.mn.us/mn02001.htm. Attach a copy of your firm’s letter indicating certification by the Office of Equity in Procurement, if applicable.

Responders interested in becoming a certified vendor or to verify their T.G. eligibility and certification or E.D. certification, should refer to the state of Minnesota, Department of Administration, Office of Equity in Procurement Division website at https://mn.gov/admin/business/vendor-info/oep/sbcp/, or call the division’s help line at (651) 296-2600.
SECTION IV. OTHER PROVISIONS

Requirements:

Rights Reserved

Notwithstanding anything to the contrary, the Minnesota State Colleges and Universities reserves the right to:

1. Cancel the Request for Proposal at any time with no cost or penalty to the State.
2. Reject any and all responses received in response to this RFP;
3. Disqualify any Responder whose submittal fails to conform to the requirements of the RFP;
4. Duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the RFP;
5. Select for contract or for negotiations a Proposal other than that with the lowest cost or the highest evaluation score;
6. Negotiate as to any aspect of the Proposal with the selected Responder;
7. Extend the contract, not to exceed a total contract term of five (5) years;
8. Change any provisions in this RFP by posting Addenda on Minnesota State website; and
9. Waive any non-material deviations from the requirements and procedures of this RFP and waive informalities contained in the RFP.

All costs incurred in responding to this RFP will be borne by the Responder. This RFP does not obligate Minnesota State to award a contract or complete the project, and Minnesota State reserves the right to cancel the solicitation if it is considered to be in its best interest.

Insurance Requirements

The Respondent will be required to obtain insurance pursuant to the requirements in Article 21 of the Draft Contract - Roof Management 2020, and which is posted with this RFP. The selected vendor will be required to maintain and furnish satisfactory evidence of insurance for the duration of the contract.

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.

Attachment 1 - Affidavit of Non-Collusion

Respondents are required to complete Attachment 1. Affidavit of Non-Collusion form and submit it with the response.

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 RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected vendor. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

- Mark clearly all trade secret materials in its response at the time the response is submitted;
- Include a statement with its response justifying the trade secret designation for each item;
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State of Minnesota, 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 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.

Conflict of Interest

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

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor’s objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school’s chief financial officer or the System Office’s Business Manager that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the school or System Office may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the school or System Office may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve the rights of Minnesota State.

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 PTCC.

The vendor shall recognize the sole and exclusive right of Minnesota State 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 PTCC 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.

**Standard of Care**

The standard of care for all professional or technical and related services performed or furnished by the CONSULTANT under this RFP will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality.

**Disposition of Responses**

All materials submitted in response to this RFQ will become the property of Minnesota State and will become public record after the evaluation process is completed. All materials will be made available to Minnesota State Colleges and Universities for review.

If the consultant submits information in response to this RFQ that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes § 13.37, the vendor must clearly mark 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 Minnesota State and its agents and employees from any judgments or damages awarded against them in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Minnesota State’s award of a contract. In submitting a response to this RFQ, the vendor agrees that this indemnification survives as long as the trade secret materials are in possession of Minnesota State.
SECTION V. RFP RESPONSE

Submission:

Sealed proposals must be received at the following address not later than 2:00 p.m. CT on Tuesday, November 12, 2019:

Name:  Jim Morgan  
Title:  Program Manager  
Address:  Minnesota State  
30 – 7th Street East, Suite 350  
Saint Paul, MN  55101  

The responder shall submit two [2] hard copies of its RFP response and one [1] electronic copy on thumb drive in PDF format. Proposals are to be sealed in mailing envelopes or packages with the responder’s name and address clearly written on the outside.

Proposals received after this date and time will be returned to the responder unopened.

Fax and e-mail responses will not be considered.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of “white out” is considered an alteration.

The remainder of this page was intentionally left blank
Thank you!

MINNESOTA STATE

30 East 7th Street, Suite 350 | St. Paul, MN 55101-7804
651-201-1800 | 888-667-2848
www.MinnState.edu

This document is available in alternative formats to individuals with disabilities.
To request an alternate format, contact Human Resources at 651-201-1664.

Individuals with hearing or speech disabilities may contact us via their preferred Telecommunications Relay Service.

Minnesota State is an affirmative action, equal opportunity employer and educator.
APPENDIX

The remainder of this page was intentionally left blank.
ATTACHMENT 1

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: ________________________________
ATTACHMENT 2

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.
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


Email: compliance.mdhr@state.mn.us  TTY: 651-296-1283
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 3

STATE OF MINNESOTA
Equal Pay Certificate

If your response could be in excess of $500,000, please complete and submit this form with your submission. **It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission.** Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or email at compliance.MDHR@state.mn.us.

**Option A** – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

- [ ] Attached is our current MDHR Equal Pay Certificate.
- [ ] Attached is MDHR’s confirmation of our Equal Pay Certificate application.

**Option B** – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

- [ ] We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to compliance.MDHR@state.mn.us.

The State of Minnesota reserves the right to request additional information from you. **If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.**

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

Name of Company: ________________________________ Date: ______________________

Authorized Signature: __________________________ Title: ______________________

Printed Name: ________________________________ Telephone: __________________

Attachment 3 1 12/14/19
STATE OF MINNESOTA
MINNESOTA STATE PREFERENCE FORM

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(TG)businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged(ED)businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG businesses and ED businesses must be currently certified by the Office of Equity in Procurement (OEP) prior to the solicitation opening date and time. For information regarding certification, contact OEP at 651-201-2402 or procurement.equity@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

ARE YOU A CERTIFIED, TARGETED GROUP PRIME CONTRACT BIDDER? ___Yes ___No

ARE YOU A CERTIFIED, ECONOMICALLY DISADVANTAGED PRIME CONTRACTOR? ___Yes ___No

Statutory requirements and appropriate documentation must be met by the solicitation response due date and time to be awarded the targeted group or economically disadvantaged preference.

Claim the Preference

By signing below I confirm that:

My company is claiming targeted group or economically disadvantaged preference afforded by Minn. Stat. § 16C.16. By making this claim, I verify that:

- The business has been certified by the Office of Equity in Procurement as being a targeted group (T.G.) or an economically disadvantaged (E.D.) business.

Name of Company: _____________________________ Date: __________________________
Authorized Signature: ___________________________ Telephone: _____________________
Printed Name: ___________________________ Title: __________________________

Attach a copy of your firm’s letter indicating certification by the Office of Equity in Procurement and sign and return this form with your solicitation response to claim the TG/ED preference.
STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the state will award a 6% preference on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. § 16C.19(d):

1) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

ARE YOU A CERTIFIED, VETERAN OWNED OR DISABLED VETERAN OWNED SMALL BUSINESS PER EITHER REQUIREMENT ABOVE?  ___Yes ___No

Name of Company:  _____________________________
Authorized Signature:  _____________________________

Statutory requirements and appropriate documentation must be met by the solicitation response due date and time to be awarded the veteran-owned preference.

Claim the Preference

By signing below I confirm that:

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. By making this claim, I verify that:

• The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

• 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 or service-disabled 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.

Information regarding certification by the United States Department of Veterans Affairs may be found at: https://www.va.gov/osdbu/