

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNEAPOLIS COMMUNITY & TECHNICAL COLLEGE**

**REQUEST FOR PROPOSAL (RFP)
FOR
SNOW REMOVAL SERVICES**

Mandatory Pre-Proposal Meeting on October 2, 2019, 10:00AM

Deadline for RFP submissions is October 7, 2019, 2:00PM

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Minneapolis Community and Technical College to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals must include the required information called for in this RFP. Minnesota State reserves the right to reject any and all proposals, in part or in total.

Background

Minneapolis Community and Technical College (Minneapolis College) is part of the Minnesota State Colleges and Universities system. Minneapolis College is a public two-year college located in the heart of downtown Minneapolis. Minneapolis College enrolls approximately 13,000 credit students annually, and is an active partner in initiatives designed to strengthen the social, economic and cultural vitality of the Twin Cities metropolitan area. The spacious campus covers 21.6 acres of land across five city blocks. For more information about Minneapolis College, please view its website at <http://www.minneapolis.edu/>.

Nature of RFP

Minneapolis College is requesting proposals to provide Snow Removal Services, as described in this document, and desires to enter into a three-year contract with the successful vendor.

This RFP is undertaken by Minneapolis College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Minneapolis College shall select the vendor whose proposal, and oral presentation if requested, demonstrate in Minneapolis College's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. Minneapolis College 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 Minneapolis College. This RFP shall not obligate Minneapolis College to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.

Submission of a proposal indicates acceptance by the vendor of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the vendor and Minneapolis College.

General Selection Criteria

General criteria upon which proposals will be evaluated include, but are not limited to, the following: experience, reliability and reputation, understanding of the specific snow removal needs of the Minneapolis College campus, capability and availability of staff and necessary equipment, cost, proximity and financial stability.

Selection and Implementation Timeline

Deadline to request RFP documents and make reservation to attend Mandatory Pre-Proposal Meeting	2:00pm 10/1/2019
Mandatory Pre-Proposal Meeting and Walk Through	10:00am 10/2/2019
Minneapolis College e-mails written responses to any relevant RFP questions asked during Pre-Proposal Meeting and e-mails Final RFP Addenda, if needed, to Pre-Proposal Meeting attendees	10/3/2019
Deadline to submit proposals	2:00pm 10/7/2019
Minneapolis College awards contract	10/11/2019
Contract term starts	10/21/2019

Format for Proposals

Responses to this RFP must be made according to the requirements set forth in this document. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal.

All proposals must delivered in a sealed envelope marked "Snow Removal Services Proposal" to the following no later than 2:00 PM, October 7, 2019:

James Splett, Facilities Department
Management Education Center Building, Suite M-0200
1312 Harmon Place, Lower level
Minneapolis, MN 55403-1779

Cover Letter shall be a maximum one-page cover letter and introduction, and shall include the name and address of the organization submitting the proposal, together with the name address, email and telephone number of the contact person who will be authorized to make representations for the company. The cover letter should also include the company's Federal and State tax ID numbers, as well as a statement that the proposal is valid for 90 days from the date of proposal opening.

Proposal shall be a maximum of ten (10) pages in length and shall include all the requested information noted in the "Proposal Requirements" section below.

The Proposal shall also include the following:

- A. A statement (if applicable) that the responding business is certified as a:
 - 1. Targeted Group Business, in accordance with Minnesota Rules, part 1230.1810, subpart B
 - 2. Economically Disadvantaged Business, in accordance with Minnesota Rules, part 1230.1830
 - 3. Veteran-owned/Service Disabled Veteran-Owned Business, In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56
- B. A statement that neither the responding business or its owners are currently debarred or suspended by federal government, the State of Minnesota or any of its departments or agencies or any other government entity.

The Proposal document shall be submitted in 8 ½ "x 11" paper format. The entire proposal cannot exceed eleven (11) pages, including the cover letter, but excluding mandatory attachments.

Authorized Signature

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

Proposal Requirements

The submitted proposal must contain a written summary of the vendor's qualifications for completing the type of snow removal services requested by Minneapolis College, include a description of experience providing this level of service to accounts of similar size. In the proposal provide a brief history of your company, the number of staff and their experience. Also provide a list of snow removal equipment and indicate what equipment and staff you would be using to complete snow removal services at Minneapolis

College. Additionally, please provide the contact information for three references of clients/accounts that have a current contract (or contract during last season) for services with your company, and list the dollar amounts of the contracts.

The submitted proposal should contain a description of your planned means and methods of completing the services described in the “Scope of Services” section of the RFP.

Because the annual cost of Minneapolis College’s snow removal service is paid by two separate funding sources, the bidding vendor shall provide a separate proposed annual dollar amount for the Parking Ramp separate from the annual dollar amount for the rest of the Minneapolis Campus, as follows:

Year 1: October 21, 2019 – June 30, 2020

Parking Ramp _____ DOLLARS (\$ _____)
Minneapolis Campus _____ DOLLARS (\$ _____)

Year 2: July 1, 2020 – June 30, 2021

Parking Ramp _____ DOLLARS (\$ _____)
Minneapolis Campus _____ DOLLARS (\$ _____)

Year 3: July 1, 2021 – June 30, 2022

Parking Ramp _____ DOLLARS (\$ _____)
Minneapolis Campus _____ DOLLARS (\$ _____)

Proposal Rejection and Waiver of Informalities

Minneapolis College reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to: reject any and all proposals received in response to this RFP; select a proposal for contract negotiation other than the one with the lowest cost; negotiate any aspect of the proposal with any vendor; terminate negotiations and select the next most responsive vendor for contract negotiations; terminate negotiations and prepare and release a new RFP; terminate negotiations and take such action as deemed appropriate.

Information Contact

Minneapolis College’s agent for purposes of responding to inquiries about the RFP is:

James Splett
Building Maintenance Supervisor
Minneapolis Community & Technical College
612-659-6817
james.splett@minneapolis.edu

Other persons are not authorized to discuss RFP requirements and Minneapolis College shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons.

Applicable Law

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

Indemnity

The vendor shall indemnify, defend and hold harmless Minnesota State and Minneapolis College, its officers, employees and agents from any and all liability, loss, cost, damage, and expense, including reasonable attorney's fees and court costs, resulting from, and arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage arising out of or resulting from the vendor's operations under this contract, whether such operations be by the bidder/vendor or by any subcontractor by anyone directly or indirectly employed by either.

Site Examination

Before submitting a proposal for the work indicated in these specifications, each bidding vendor shall examine the sites, buildings and grounds and shall become familiar with all of the existing conditions and limitations. No additional compensation will be allowed because of the vendor's misunderstanding as to the level of skill required, amount of work involved or lack of knowledge of any condition in connection with the work. Submission of a proposal shall be considered as evidence that the vendor has made the necessary examination of the sites, buildings and grounds to properly conduct the required work.

Interpretations of Request for Proposal and Contract

The bidding vendor shall carefully review all provision of the Request for Proposal (RFP) before submitting a proposal. Any doubt as to the true meaning of any part of this or other applicable documents shall be submitted in writing by email to james.splett@minneapolis.edu for interpretation thereof and shall include the name of the requester, and their company name. When emailing questions, please include the following in the subject line, "Snow Removal Services RFP Question". Anonymous inquiries will not be answered. All requests for interpretation shall be submitted no later than October 2, 2019. Interpretation of the scope and duties will be made only in writing, and a copy will be emailed to each vendor attending the mandatory Pre-Proposal Meeting. No oral interpretation shall be relied upon.

Bidding vendors shall promptly notify James Splett of ambiguity, inconsistency, or error, which they may discover upon examination of the documents, the site and facilities, or local conditions.

Vendors shall abide by and comply with the true intent of the RFP and shall not attempt to take advantage of any unintentional error or omission. Whenever mention is herein made of a service to be provided in accordance with laws, ordinances, building codes, underwriter's codes or similar expressions, the requirements of these laws, ordinances, etc., shall be considered as the minimum requirements of the specifications unless greater requirements are specifically indicated otherwise. If any ambiguity or apparent conflict within these specifications arises, then the statement requiring the greater quantity, superior quality, or condition most favorable to Minneapolis College shall take precedence.

Scope of Services

1. The vendor shall provide snow and ice removal of the Parking Ramp, parking lots, loading docks, alleys, building entrances, sidewalks, walkways, stairways and paved exterior Plaza areas at the Minneapolis College campus.
2. The vendor shall furnish all labor, equipment, machinery, materials, tools and supervision to successfully complete snow and ice removal services stated herein.
3. The vendor shall plow the Parking Ramp, parking lots, loading docks, alleys, building entrances, sidewalks, walkways, stairways and exterior Plaza areas upon the accumulation of 1.0 inch or greater of snowfall, or if snowfall with blowing conditions has accumulated in drifts that impact

normal use of the campus. The vendor shall remove all snow and ice as necessary to ensure a safe means of travel to and from these areas.

4. The vendor shall remove of all snow from all surface parking lots and the Parking Ramp as necessary to maintain accessibility of all parking stalls. Vehicles occupying parking spaces shall not be plowed/blocked in. The vendor shall take necessary steps to ensure all levels of the Parking Ramp are cleared of snow and ice not only the top level of the ramp. The vendor shall be responsible for removing the chunks of snow and ice that fall off vehicles. The vendor shall provide an off-site dumping area for the snow removed from the surface parking lots and Parking Ramp.
5. The vendor may not leave windrows between the street and sidewalk except in those areas that have a grass boulevard strip between the street and sidewalk, provided the vendor ensures the snow level of these windrows is kept below the level needed for clear viability of the sidewalks and streets.
6. The vendor shall complete snow plowing, snow and ice removal tasks between the hours of 10:00PM and 6:00AM whenever possible. When not possible, the vendor shall make every effort to complete tasks in a manner that minimizes disruptions to the normal operations of the College.
7. All plowing, shoveling and de-icing is to be done with appropriate materials and equipment, and performed by qualified personnel. Equipment, materials and techniques must be used so that the grounds and landscaping are not damaged.
8. Only polyurethane cutting edges shall be used in the Parking Ramp on all trucks and skid steer loaders. Only non-metal hand shovels shall be used to clear snow on all paver walkways, except that it is also permissible to use small walk behind snow blowers on the paver walkways provided they have no metal scraper blades, skid shoes or any other metal parts that contact the ground. Walk-behind sweepers may also be used on the non-porous pavers. No heavy equipment shall be driven on the paver walkways.
9. The vendor shall apply de-icing material on the Parking Ramp, parking lots, loading docks, alleys, sidewalks, walkways, stairways and paved exterior Plaza areas as necessary to keep these areas safe. Magnesium chloride shall be used as the ice melt product, with the only exception being that calcium magnesium acetate must be used on the paver walkways and concrete walkways in the Plaza areas. No rock salt shall be used anywhere at the College. The vendor shall also provide the College grounds crew staff with a constant supply of magnesium chloride and magnesium acetate for their use.
10. At the beginning of each snow season the contactor shall identify and mark with flags or stakes all locations of fire department connection, utility meters, and other fixtures and conditions as needed to prevent damage to property while performing their work.
11. The vendor shall be held liable for damage caused during their work, including but not limited to damage to concrete, asphalt, pavers, buildings, fencing, irrigation system, signage, lighting, landscaping, and vehicles. The vendor agrees that all property damage will be reported to Minneapolis College Facilities Management within twenty-four (24) hours. Any damage that impacts the normal operations of the College in any way shall be reported immediately. It is the contractor's obligation to perform a walk-through of the College before the start of each season and to notify Facilities Management of any pre-existing damage in order to ensure the vendor is not assumed to have caused the damage. The College reserves the right to repair any damages that have not be repaired by the vendor within a reasonable time and the repair costs will be deducted from future payments.

12. The vendor shall replace all damaged sod, trees and other plant materials no later than May 15th each year.
13. The vendor shall be responsible for sweeping the Parking Ramp at the end of every snow season. This sweeping shall be completed no later than May 1st each year.
14. The vendor shall be responsible for developing, initiating, maintaining and supervising all safety programs required for their employees to ensure compliance with all applicable Federal, State and local safety laws, rules, regulations, and codes. It is the responsibility of the vendor to ensure that the work contemplated by this RFP is performed in a safe and workmanlike manner, and in compliance with general safety standards for the performance of such work as stipulated by the Occupational Safety Health Administration (OSHA), and by any similar regulatory body or professional association.

Contract Assignment

A contract or any part thereof entered into as a result of this RFP shall not be assigned, subcontracted or transferred directly or indirectly without prior written approval from Minneapolis College's authorized representative.

Response Evaluation

General criteria upon which proposals will be evaluated include, but are not limited to, the following: experience, reliability and reputation, understanding of the specific snow removal needs of Minneapolis College campus, capability and availability of staff and necessary equipment, cost, proximity and financial stability.

The following criteria and their identified weight shall be used by Minneapolis College to evaluate the proposals:

1. Experience – similar accounts, reliability and reputation (30 points).
2. Capability - Understanding of the specific snow removal needs of Minneapolis College, the availability of staff and necessary equipment, and financial stability (30 points).
3. Cost (40 points).
4. Preference To Targeted Group, Economically Disadvantaged & Service Owned/Service (potential for additional 6 percent preference).
5. Veteran-owned/Service Disabled Veteran-Owned Preference (potential for additional 6 percent preference).

Minneapolis College reserves the right to also make an interview part of the selection process.

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 email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Contractors/vendors are solely responsible for submitting required documentation of certification as part of their proposal submission to Minneapolis College.

Veteran-Owned Preference

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

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

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

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

Contractors/vendors are solely responsible for submitting required documentation of certification as part of their proposal submission to Minneapolis College.

Insurance Requirements

An award of the contract is predicated on the vendor agreeing to the terms of the Minnesota State Colleges and Universities' Maintenance/Service Master Contract which includes the following requirements pertaining to insurance:

A. The selected vendor will be required to submit an ACCORD Certificate of Insurance to the Minneapolis Community and Technical College's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insureds. The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better prior to execution 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 bodily injury by disease per employee; \$500,000 bodily injury by disease aggregate; and \$100,000 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 by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

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

In addition, the following coverages must be included:
Products and Completed Operations Liability
Blanket Contractual Liability

Name the following as Additional Insureds:
Board of Trustees of the Minnesota State Colleges and Universities
Minneapolis Community and Technical College

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 by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned
Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities
Minneapolis Community and Technical College

C. Minneapolis Community and Technical College 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 Minneapolis Community and Technical College and copies of policies must be submitted to Minneapolis Community and Technical College's authorized representative upon written request.

Affidavit of Non-Collusion

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

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, all responding vendors shall complete the Human Rights Certification Information and Affirmative Action Data Page, and submit it with their proposal. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based

upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 680 Olive Street, St. Paul, MN 55155.” All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

Equal Pay Certificate

If the response to this solicitation could be in excess of \$500,000, including renewal and extension options, the responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

State Audit

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

Minnesota Government Data Practices Act

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

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

Conflict of Interest

The vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this RFP. 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 vendor agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to Minneapolis College's chief financial officer or the Minnesota State Systems 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, Minneapolis College 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 Office of the Chancellor 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.

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, section 270B.02, subdivision 1, and other applicable laws.

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statutes Chapters 270B and 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

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

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 Minneapolis College 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.

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

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

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

It is hereby agreed between the parties that 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 vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the contract (Minnesota Statutes §363A.36, subdivisions 3 and 4).

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

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

State Of Minnesota – Affirmative Action Certification

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

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

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

—or—

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

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

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

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: _ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Freeman Building, 625 Robert Street North, Saint Paul, MN 55155

Phone: 651-296-5663

Toll Free: 800-657-3704

Fax: 651-296-9042

TTY: 651-296-1283

Web: mn.gov/mdhr

Email: compliance.mndh@state.mn.us

Affirmative Action Certification Page, Revised 6/11 – MDHR

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS**

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to 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.

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: _____

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

Equal Pay Certificate Application

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

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

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

Signature Print Name Date

Business Name Business Address

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

In accordance with Minn. Stat. §16C.16, subd. 6a, the Minnesota State may award up to a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

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

1. Principal place of business is in Minnesota.

and

2. The United States Department of Veterans Affairs verifies the business as being a veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference. The preference applies only to the first \$500,000 of a solicitation response.

Claim the Preference

By signing below I confirm that:

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

- My company's principal place of business is in Minnesota; and
- The United States Department of Veteran's Affairs verifies my company as being a veteran-owned small business. (Supported By Attached Documentation)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.