

MINNESOTA STATE COLLEGES AND UNIVERSITIES

WINONA STATE UNIVERSITY



October 9, 2017

REQUEST FOR PROPOSAL For Education Village Commissioning Services

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Winona State University (WSU) to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the Minnesota State Design and Construction, Solicitations Web Site: <http://www.minnstate.edu/vendors/index.html>

for this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

**REQUEST FOR PROPOSAL (RFP)
FOR
Education Village Commissioning Services**

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Section I. General Information

Background

Minnesota State Colleges and Universities is the seventh-largest system of higher education in the United States. It is comprised of 32 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 50,000 students each year in credit and an additional 130,000 students in noncredit courses, and produces 33,500 graduates each year. For more information about Minnesota State Colleges and Universities, please view its website at www.mnscu.edu.

Nature of RFP

Winona State University requesting proposals to provide new facility commissioning services per the Minnesota State Design Standards and State of Minnesota B3 sustainable building requirements. This RFP is undertaken by Winona State University pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, Winona State University shall select the vendor(s) whose proposal(s) demonstrates in Winona State University's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. Winona State University reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of Winona State University. This RFP shall not obligate Winona State University 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.

This project renovates three buildings into modern, integrated space that supports specialty labs and classrooms for all education programs. The new space is critical to support the delivery of innovative curriculum that provides an extraordinary education for the preparation of teachers and school professionals.

The three buildings slated for renovation and reuse (Wabasha Hall, Wabasha Rec and the Cathedral School) are located 1-2 blocks from the NE corner of the main campus. The project's predesign refers to the renovation of the three buildings as the Wabasha Education Project. One of the buildings houses our current Child Care Center, which will remain as an important as part of the integrated approach which is referred to as the B-20 (Baby to Graduate and Extended) educational spectrum. The renovated facilities will serve the faculty in four College of Education departments (Education, Special Education, Educational Leadership, and Counselor Education) and the faculty involved in what are referred to as content-area teacher education programs such as STEM, Health, Art, Therapeutic Recreation, Outdoor Education, etc. Specialty spaces and sensible adjacencies will be equipped with the modern technologies, resources and equipment necessary for the preparation of tomorrow's teachers, counselors, coaches, mentors and educational leaders.

The Project Architect is Leo A Daly. The Project Construction Manager at Risk is Kraus Anderson

Phase I is currently in construction with a Guaranteed Maximum Price (GMP) of \$3,191,464. Bids came in significantly below the CM@r estimate. The project team is considering options for additional work. Phase I construction is approximately 75% complete.

Phase II is currently in Construction Documents phase. Phase II Construction GMP is \$21,994,052.

General Selection Criteria

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

1. Cost in relation to level of services provided: 30%
2. Qualifications and experience of proposed commissioning personnel to be assigned to this project: 25%
3. Project understanding and proposed work plan and description of services to be provided: 25%
4. Company profile and demonstrated expertise in building commissioning: 20%

Selection Process

The selection process includes Lisa Pearson, Interim Director Facilities Planning & Construction; Scott Kluver, WSU Physical Plant Director; John Stelten, Owner's Representative, CPMI; and Karen Huiett, System Office Program Manager. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

Day/Date	Timeline Subject
Monday, October 9 2017	Publish RFP
Wednesday October 18, 2017	Informational Meeting
Friday, October 20, 2017, 2:00 pm CT	Deadline for Questions submitted
Monday, October 23, 2017	Answers posted on web site
Thursday, October 26, 2017 2:00 p.m. CT	Deadline for RFP proposal submissions
Wednesday, November 1, 2017	Complete selection process
Wednesday, November 15, 2017	Approximate deadline for executing contract

Contract(s) Awarded and Pricing Structure

Commissioning services from the beginning of construction documents through building construction and closeout.

Contract Term

Winona State University desires to enter into a contract with the successful vendor(s) effective November 15, 2017. The length of such contract(s) shall be through the construction and closeout with estimated construction completion date of December 28, 2018. If Winona State University and the vendor are unable to negotiate and sign a contract by November 22, 2017, then Winona State University reserves the right to seek an alternative vendor(s).

Contract Termination

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

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 on behalf of Winona State University.

School: Winona State University.

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

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

Applicable Law

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

Contract Assignment

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

Entire Agreement

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties, whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties. If appropriate, a change responding to questions or clarifications may be issued by WSU in the form of addenda to the RFP. Addenda to the RFP will be posted at <http://www.minnstate.edu/vendors/index.html>

Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the vendor's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the vendor shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A vendor's failure to raise an issue related to the terms, conditions, specifications or manner of this RFP prior to the proposal submission deadline in the manner described shall constitute a full and final waiver of that vendor's right to raise the issue later in any action or proceeding relating to this RFP.

Informational Meeting

Winona State University will hold a voluntary informational meeting on Wednesday, October 18, from 9:00 am to 11:00 am CT in Room 202 at the Facilities Services Building, Winona State University, 175 West Mark Street, Winona, MN 55987. It is recommended all potential or interested responders attend the meeting. Please register your attendance **in advance** by sending an email notification to Lisa Pearson at LPearson@winona.edu.

Sample Contract

A sample Facilities Professional/Technical Contract may be viewed and downloaded at http://www.finance.mnscu.edu/facilities/design-construction/pm_emanual/index.html, 4. Designers & Consultants Selection & Contracts, FPT.60 Facilities P/T Services Contract (Non-Master).

Duration of Offer

All proposal responses must indicate they are valid for a minimum of ninety (90) calendar days from the date of the proposal opening unless extended by mutual written agreement between Winona State University and the vendor. Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

Authorized Signature

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

Proposal Rejection and Waiver of Informalities

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

1. reject any and all proposals received in response to this RFP;
2. select a proposal for contract negotiation other than the one with the lowest cost;
3. negotiate any aspect of the proposal with any vendor;
4. terminate negotiations and select the next most responsive vendor for contract negotiations;
5. terminate negotiations and prepare and release a new RFP;
6. terminate negotiations and take such action as deemed appropriate.

Section II. Parties to the Contract

Parties to this contract shall be the "State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities" on behalf of Winona State University and the successful vendor(s).

Section III. Vendor Requirements

Commissioning Requirements:

Vendor shall provide building commissioning services for the WSU Education Village project per the requirements and recommendations of the Minnesota State design standards and State of Minnesota Sustainable Building Guidelines (B3), version 2.2, Sections P.4 and P.5. The project is currently ending design development and entering construction documents phase. The successful vendor will become the Design/Construction Commissioning Leader.

Commissioned systems shall include but not necessarily limited to:

- Heat exchangers.
- Piping, cleaning and flushing.
- Chemical treatment.
- Ductwork.
- Air handling units and energy recovery systems.
- Packaged DX units (heat pumps or AC).
- Split systems.
- Evaporative coolers.
- Evaporative condensers.
- Terminal units (VAV's, VAV's with reheat, fan coil units, and radiant heaters).
- Testing, Adjusting and Balancing (TAB) work.
- Unit heaters.
- Building automation system (system checkout and calibration).
- Lighting and Lighting Controls
- Domestic Hot Water Systems
- Renewable Energy Systems
- Plumbing Systems
- HVAC Vibration/Acoustic/Noise

Commissioning Plan:

Commissioning agent shall assist in development of an HVAC Commissioning Plan. Purpose of the Commissioning Plan (written by CA) Provide direction for the development of the following Cx Specifications during the design phase:

Mechanical Systems Commissioning.
Mechanical Testing Requirements.
Pre-functional Checklist Examples.
Functional Test Procedure Examples.
Commissioning Requirements.

The Commissioning Plan shall include a table identifying the entire construction and commissioning team, listing company names, primary contact names and contact information (voice/office/cell/fax/email/address). This table shall include C/U, General Contractor, Commissioning Authority, A/E, OR, Mechanical Engineer, Electrical Engineer, Mechanical Subcontractor, Electrical Subcontractor, TAB Subcontractor, Controls Subcontractor and others.

Provide direction for the commissioning process during construction, particularly resolution of issues and providing details that cannot be, or were not, fully developed during design, such as scheduling, participation of various parties of this particular Project, actual lines of reporting and approvals, coordination, etc.

Participate in the 10 month warranty review and meet with the building operator to review condition and operation of installed systems and document and report any outstanding issues related to the original and seasonal commissioning.

Commissioning Objective

Commissioning during the construction of the Project is intended to achieve the following specific objectives in accordance with the Contract Documents:

- Ensure that applicable equipment and systems are installed properly and receive adequate operational checkout by installing contractors.
- Verify and document proper performance of equipment and systems.
- Ensure that Operations & Maintenance manuals are complete.
- Ensure that the C/U's operating personnel are trained in the maintenance and operation of commissioned systems.
- Ensure energy saving strategies are implemented and maintained with 10 month review.

Roles and Responsibilities

Team Members; The members of the commissioning team consists of the CA, C/U Project Manager, C/U chief/plant/operating engineer, OR, GC, A/E (particularly the Mechanical Engineer), the Mechanical Subcontractor, TAB Subcontractor, Controls Subcontractor, and any other installing Subcontractors or suppliers of equipment.

General Descriptions of Roles: General descriptions of the commissioning roles are as follows:

- CA: Coordinates the Cx process, writes the Cx plan, writes Cx Specifications, writes tests, oversees and documents performance tests.
- GC: Facilitates the Cx process, ensures that Subcontractors perform their responsibilities and integrates Cx into the construction process and schedule.
- Subcontractors: Demonstrate proper system performance.
- A/E: Perform construction observation, approve O&M manuals and assist in resolving problems.
- C/U Project Manager: Facilitates and supports the Cx process, approves test plans, and gives final approval of the Cx work.
- C/U Chief Plant/Operating Engineer: Observes performance tests.
- OR: Verifies performance tests are completed. Assists in scheduling tests.

- Mfr: The equipment manufacturers and vendors provide documentation to facilitate the commissioning work and perform contracted startup.

Submittals, Documentation and Training

The CA shall be included and participate in the submittal process. The GC shall provide copies of each submittal for the use, comment and review of the CA. This data request typically coincides with the normal A/E submittal process. At minimum, this equipment data includes installation and start-up procedures, O&M data, dimensional data, performance data and control drawings.

The CA reviews and approves submissions relative to commissioning issues specified in the Contract Documents, not for general contract compliance (which is the A/E's responsibility). CA recommendations shall be provided to the A/E and C/U Project Manager as directed.

The CA documents the results of the tests. Corrections of minor deficiencies identified may be made during the tests at the discretion of the CA. The CA shall record the results of the tests on the procedure or test forms. Deficiencies or non-conformance issues are noted and reported to the A/E and the C/U Project Manager. Sub-Contractors shall then correct deficiencies and notify the A/E, GC, OR, CA and the C/U Project Manager. The CA shall schedule retesting through the GC and the OR.

Decisions regarding deficiencies and corrections are made at as low a level as possible, preferably between the CA and the Subcontractors. For areas in dispute, final authority resides with the A/E and the C/U Project Manager. The CA recommends acceptance of each test to the A/E, GC, OR and the C/U Project Manager. The C/U Project Manager gives final approval on each test. Refer to the Specifications for further details.

CA reviews and approves the preparation of the O&M manuals and as built drawings. CA provides a final commissioning report, which shall include:

- 1) An executive summary, list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods.
- 2) For each piece of commissioned equipment(HVAC, electrical and plumbing), the report should contain the disposition of the commissioning authority regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
 - a) Equipment meeting the equipment specifications.
 - b) Equipment installation.
 - c) Equipment documentation and design intent.
 - d) Operator training. All outstanding non-compliance items shall be specifically listed.

Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.

The functional performance and efficiency section for each piece of equipment, shall include a brief description of the verification method used (e.g. manual testing, BAS trend logs, data loggers, etc.) including observations and conclusions from the testing. Appendices shall contain acquired sequence documentation, logs, meeting minutes, progress reports, deficiency lists, site visit reports, findings, unresolved issues, communications, etc. Pre-functional checklists and functional tests, along with blanks for the operators, and monitoring data and analysis will be provided in a separate labeled binder.

The CxA shall prepare and develop, with the Owner's Operations Commissioning Leader, an Operations Management Plan per the requirements of State of Minnesota Sustainable Building Guidelines (B3), version 2.2, Section P.5A.

The Operations Management Plan shall include supporting operations information such as:

- Systems Turnover Process (from Construction to Operations)

- Operations and Maintenance Manuals (O&M Manuals as per conventional contracts)
- Problem Response Plan
- Maintenance Plan
- Measurement and Verification Plan
- Systems Operations Manual
- Funding and Staffing plan

The commissioning plan is for campus use for emergencies, seasonal adjustment, startup and shutdown, and shall include instructions for energy savings operations and descriptions of the energy savings strategies in the facility. Manual shall also include recommendations for re-commissioning frequency by equipment type, energy tracking, and standard trend logs with a brief description of what to look for in them.

Provide punch list walkthrough verification that all systems are working as designed and specified.

During the warranty period coordinate and supervise required seasonal or deferred testing and deficiency corrections and provide the final testing documentation for the commissioning record and O&M manuals.

Provide supplemental training if requested.

Information Contact

Questions regarding this RFP need to be submitted via email to the contact listed below:

Name: Lisa Pearson
 Title: Interim Director Facilities Planning & Construction
 Address: 175 West Mark Street, Winona, MN 55987
 Email: lpearson@winona.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and WSU 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, fax number and/or e-mail address. Anonymous inquiries will not be answered.

Section IV. Response Evaluation

The following criteria and their identified weight will be used by Winona State University to evaluate the responses:

Evaluation Criteria Categories	Evaluation Percentage
1. Cost in relation to level of services provided	30%
2. Qualifications and experience of proposed commissioning personnel to be assigned to this project	25%
3. Project understanding and proposed work plan and description of services to be provided.	25%
4. Company profile and demonstrated expertise in building commissioning.	20%
TOTAL	100%

WSU reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. WSU does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the **Selection and Implementation Timeline** above.

A proposal may be rejected if it is determined that a vendor's ability to work with the existing infrastructure will be too limited or difficult to manage.

Section V. Additional RFP Response and General Contract Requirements

Problem Resolution Process

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

Affidavit of Non-Collusion

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

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, all responding vendors are required to complete Exhibit B, the Human Rights Certification Information and Affirmative Action Data Page, and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 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.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

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

Insurance Requirements

A. The selected vendor will be required to submit a Certificate of Insurance to the WSU'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 insured. 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 \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

2. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

In addition, the following coverage must be included:

Products and Completed Operations Liability
Blanket Contractual Liability

Name the following as Additional Insured:

Board of Trustees of the Minnesota State Colleges and Universities
Winona State University

3. Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverage should be included:

Owned, Hired, and Non-owned

Name the following as Additional Insured:

Board of Trustees of the Minnesota State Colleges and Universities
Winona State University

4. Errors and Omissions (E & O) Insurance. The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the vendor's professional services required under this contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

The vendor will be required to submit a certified financial statement providing evidence the vendor has adequate assets to cover any applicable E & O policy deductible.

C. WSU 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 Winona State University and copies of policies must be submitted to WSU's authorized representative upon written request.

State Audit

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

Minnesota Government Data Practices Act

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 Office of the Chancellor in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed and an award decision made. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

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

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 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 Office of the Chancellor'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 Office of the Chancellor 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 Winona State University.

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

The vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State and Winona State University from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the "Authorized Representative" to be identified in the contract.

Section VI. RFP Responses

Format

Proposers shall limit their submissions to 20 faces not including cover sheet, index, section dividers, and required attachments.

Submission

Sealed proposals must be received at the following address not later than **2:00 p.m. CT on Thursday, October 26, 2017**:

Institution:	Winona State University
Name:	Tara Smith
Title:	Office Manager
Mailing Address:	175 W Mark Street Winona, MN 55987

The responder shall submit FOUR (4) **printed** copies and ONE (1) electronic pdf on compact disc of its RFP response. Proposals are to be sealed in mailing envelopes or packages with the RFP number, 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.

Exhibit A. Affidavit of Non-Collusion

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

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____ / _____ / _____

Exhibit B. Human Rights Certification Information and Affirmative Action Data Page

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

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

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over \$100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over \$100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for two (2) years. For additional information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, Minnesota 55101.

AFFIRMATIVE ACTION DATA PAGE – FOR RESPONSES IN EXCESS OF \$100,000 ONLY

If a response to this solicitation is in excess of \$100,000, complete the information below to determine whether the business or firm is subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement and to provide documentation of compliance if necessary. *It is the sole responsibility of the business or firm to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the response and to obtain Human Rights certification prior to the execution of the contract.*

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$75.00 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 \$75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101.

How to determine which boxes to complete on this form:

Then you must complete these boxes...	Box A	Box B	Box C	Box D
On any single working day within the previous 12 months, the company...				
employed more than 40 full-time employees in Minnesota.	●			●
did not employ more than 40 full-time employees in Minnesota but did employ more than 40 full-time employees in the state where the company is domiciled.		●		●
did not employ more than 40 full-time employees in Minnesota or the state where the company is domiciled.			●	●

BOX A – For a company which has employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months,

Its response will be rejected unless the company:

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 and time the responses are due.

Check one of the following statements if the company has 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. Include a copy of your certificate with your response. **Proceed to BOX D.**
- We do not have a current Certificate of Compliance but we have submitted an affirmative action plan to the MDHR for approval which the Department received on _____(date) at _____(time). [If you do not know when the Department received your plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance and have not submitted an affirmative action plan to the MDHR. *We acknowledge our response will be rejected.* **Proceed to BOX D.**

Note: A Certificate 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 reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B - For a company which has not had more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is domiciled.

The company may achieve compliance with the Minnesota Human Rights Act by certifying it is in compliance with applicable federal affirmative action requirements.

Check one of the following statements if the company has not employed more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is located:

- We are not subject to federal affirmative act on requirements. **Proceed to BOX D.**
- We are subject to federal affirmative action requirements and are in compliance with those requirements. **Proceed to BOX D.**

BOX C – For a company not described in BOX A or BOX B,

The company is not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on a single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D.**

BOX D – For all companies

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

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone number: _____

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Unit

Mail: 190 East 5th Street, Suite 700
St. Paul, MN 55101

Website: www.humanrights.state.mn.us

Email: employerinfo@therightsplace.net

Metro: 651.296.5663

Toll Free: 800.657.3704

Fax: 651.296.9042

TTY: 651.296.1283

**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 MnSCU that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; TTY: 651.296.1283.

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

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

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

Failure by the vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statutes §363A.36, subdivisions 3 and 4). A certificate is valid for a period of two (2) 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: _____