SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Saint Cloud 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. 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 CONSULTANTs 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 FACILITY DIVISION WEB SITE: http://www.minnstate.edu/vendors/index.html

For this RFP, posting on the captioned web site above constitutes written notification to each CONSULTANT. CONSULTANTs should check the site daily and are expected to review information on the site carefully before submitting a final proposal. Written questions or communications regarding this RFP shall be submitted via e-mail and shall include the name of the questioner and their telephone number and e-mail address. Addenda to the RFP will be available on Minnesota State’s website. Consultants must acknowledge any addendum when submitting a proposal. Failure to acknowledge any addendum may result in rejection of Consultant’s RFP response.
# REQUEST FOR PROPOSALS (RFP)

For

ARCHITECT/ENGINEER CONSULTING SERVICES

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Section One: General Information

1.1 Background

Minnesota State Colleges and Universities is the seventh-largest system of higher education in the United States. It is comprised of 30 two-year and 7 four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 240,000 students annually in credit-based courses, an additional 130,000 students in non-credit courses, and produces 32,000 graduates each year. For more information about Minnesota State Colleges and Universities, please view its website at www.minnstate.edu.

Saint Cloud State University is a higher education institution within the Minnesota State system. It holds approximately 100 acres of land and has 3,212,000 square feet of educational and support space.

1.2 Nature of RFP

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Saint Cloud State University, hereinafter referred to as “Minnesota State”, intends to retain a design team to provide architectural and engineering consulting services for the design and construction of Physical Security Enhancement Project to be constructed on the campus of Saint Cloud State University in Saint Cloud, Minnesota. Saint Cloud State University is requesting proposals to develop plans and specifications for adding security cameras and card readers and modifying related door hardware as required, as well as provide construction administration services as funding becomes available. The same firm that performs the design will perform the project construction administration. Total fee is requested at this time.

As a result of the Comprehensive Physical Security Assessment and Plan, St. Cloud State University transitioned to Genetec’s unified platform, Security Center, in 2016. Refer to the Campus Wide Security Design drawings, by DIVISION 28 Consulting LLC, dated June 30th, 2016. Since that time we have continued to add cameras and card readers to the system, growing our physical security infrastructure. Refer to both tabs of the spreadsheet “HEAPR Camera And Reader Locations – PoE”. Also refer to included St. Cloud State University standard specifications 27 62 00 Electronic Access Control System and 27 66 00 Video Surveillance System. In addition, for reference only, are concept hardware modifications per location.

This project will continue that expansion by adding interior cameras, exterior card readers and exterior door contacts to an additional 6-8 buildings on campus and adding infrastructure to support. It will be critical in this expansion that we assure we are putting the most appropriate hardware in each particular location, and penetrations maintain the weather-tight integrity of the exterior envelope. The project will focus heavily on product specifications and design. Adherence to Minnesota State Design Standards is required. The Minnesota State Facilities Design Standards is found under DESIGN STANDARDS: http://www.minnstate.edu/system/finance/facilities/design-construction/index.html To maintain project continuity, the construction administration portion of the fee is to be provided for the Project with this RFP submission.

Minnesota State is soliciting proposals from interested, qualified architecture/design teams, and intends to retain a team to provide architectural and engineering consulting design services for the described
facilities improvements, hereafter referred to as the “Project”. This RFP is undertaken by St. Cloud State University pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, St. Cloud State University will select the vendor whose proposal, demonstrate the capability to best fulfill the purposes of this RFP. Minnesota State reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary to serve the best interests of St. Cloud State University. This RFP will not obligate St. Cloud State University to award a contract or complete the proposed project and Minnesota State reserves the right to cancel this RFP if this action is considered to be in Minnesota State’s best interest.

1.3 Purpose of this Request for Proposal

The purpose of this Request for Proposal (RFP) is to evaluate and select a design team for the 2018 Physical Security Enhancement Project located at St. Cloud State University, in Saint Cloud, Minnesota. The design team shall work with the University, the Owner’s System Office Program Manager and local officials to complete the design on behalf of Minnesota State to assure that the Project is designed and constructed in accordance with the Minnesota State Facilities Design Standards and all state and local codes and meets the Project requirements.

Design services shall be provided more specifically as described in Sections One and Two, and also as referenced in the most current versions of the Owner’s Standard General Conditions of the Contract for Construction (AIA Document A201-2017, as amended by the Owner) and the Architect/Engineer-Owner contract, Standard Form of Agreement Between Owner and Architect, (AIA Document B101-2017, as amended by the Owner).

1.4 General Description of Project

Schematic Design Phase

A. One full day kick-off meeting at SCSU to physically review each exterior card reader, interior camera and exterior door contact location
B. Review meeting with St. Cloud State University staff and System Office at St. Cloud State University
C. One Hour Conference Call meeting scheduled by Design Team.
D. Deliverables: written report and drawings, based on the Facilities Design Standards p.18-22, as applicable to this scope of work.

Design Development Phase

A. One progress meeting at SCSU
B. Review meeting with St. Cloud State University staff and System Office at St. Cloud State University
C. One Hour Conference Call meeting by Design Team
D. Deliverables: written report and drawings, based on the Facilities Design Standards p.23-31, as applicable to this scope of work
Construction Documents Phase

A. 25% Progress Review Meeting conference call by Design Team
B. 50% Progress Review Meeting at SCSU
C. 75% Progress Review Meeting conference call by Design Team
D. Review meeting with St. Cloud State University staff and System Office at St. Cloud State University
E. Deliverables: written report and drawings, based on the Facilities Design Standards p.36-37, as applicable to this scope of work.

Bidding Phase

F. Assist campus with preparing to advertise, attend the mandatory Pre-Bid Meeting, attend the Bid Opening, and follow up with apparent low bidder(s) to provide a written recommendation for award, based on Facilities Design Standards p.38.
G. One hour conference call meeting to review Bid results.

Construction Administration Phase

A. Eight Weekly Meetings at SCSU
B. Six One Hour Conference Calls by Design Team
C. Three days for system check-out and training
D. Unit price for one deleting/additional Meeting at SCSU
E. Contractor Mandatory walk through meeting at SCSU
F. Unit price for one deleting/additional Conference Call
G. Assist, advise and consult with campus and provide administration of the Contract between the Owner and Construction Contractor.

1.5 Project Predesign include as a Referenced Documents Information.

A. SCSU will provide a list of:
   a. Building priorities for project
   b. IT closet and equipment requirements
   c. Locations converted form Black Board to Genetec
   d. Electrical closets locations and available electrical panel locations
   e. Possible hardware required at each Card Reader
B. SCSU edited PDFs’ of Division 28 Consultant drawings indicating location of exterior card readers, interior camera and exterior door contacts.
C. SCSU unedited CAD files of Division 28 Consultant drawings
D. SCSU Security Specification requirements
E. SCSU Hardware Master Specifications
F. The design team is to view each physical location, identifying substrates and penetrations required for power and proper envelope sealing to maintain weathertight enclosures and evaluate each door for modifications, required hardware and security upgrade identifying if new doors are required. Fire-rated assembly will be identified and treated appropriately.

A hazardous material survey will be performed by St. Cloud State University Asbestos Consultant when required.
1.6 Mandatory Pre-Proposal Information Meeting & Site Visit
A mandatory pre-proposal meeting and site visit is scheduled for Thursday December 20, 2018, at 9:00 a.m. to 11:00 a.m. in Public Safety Center, 526 4th Ave. South, St. Cloud, MN 56301, Conference Room 105. All firms interested in proposing should contact Larry Blaiser, ljblaiser@stcloudstate.edu to sign up for the meeting. This meeting will include a tour of the proposed project areas and a review of the scope of work. To avoid any possible unfair competitive advantage among responders during the solicitation process this will be the only public meeting for the project. There will be no private tours, meetings or communications outside the provisions in this RFP. Attendees are not required to declare their status as potential respondents at the time of the informational meeting and site visit. Attendance at this conference does not require submission of a proposal.

1.7 Project Budget/Fees
The estimated total project budget is currently $455,600 including Construction anticipated amount $364,928.00 and Architectural and Engineering fee. Final total fees will be negotiated with the selected design team.

1.8 Proposed Project Schedule
The following preliminary schedule is suggested:

<table>
<thead>
<tr>
<th>Phase Description</th>
<th>Begin Date</th>
<th>Completion Date</th>
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</thead>
<tbody>
<tr>
<td>Schematic Design Documents</td>
<td>January 21, 2019</td>
<td>February 1, 2019</td>
</tr>
<tr>
<td>Design Development Documents</td>
<td>February 4, 2019</td>
<td>February 15, 2019</td>
</tr>
<tr>
<td>Construction Documentation</td>
<td>February 18, 2019</td>
<td>March 15, 2019</td>
</tr>
<tr>
<td>Bidding (Online bidding C2.1)</td>
<td>March 18, 2019</td>
<td>April 18, 2019</td>
</tr>
<tr>
<td>Contract</td>
<td>April 22, 2019</td>
<td>May 17, 2019</td>
</tr>
<tr>
<td>Contractor Start at door locations</td>
<td>May 27, 2019</td>
<td></td>
</tr>
<tr>
<td>Substantial Completion of IT Equipment Components</td>
<td></td>
<td>July 31, 2019</td>
</tr>
<tr>
<td>Substantial Completion of Physical Security Hardware</td>
<td></td>
<td>August 14, 2019</td>
</tr>
<tr>
<td>System Check out and Training</td>
<td></td>
<td>September 13, 2019</td>
</tr>
<tr>
<td>Final Completion</td>
<td></td>
<td>September 20, 2019</td>
</tr>
<tr>
<td>10 month warranty walk thru</td>
<td></td>
<td>July 20, 2020</td>
</tr>
</tbody>
</table>

1.9 General Selection Criteria
Proposals will be evaluated using the criteria described in RFP Section Three. General criteria upon which proposals will be evaluated include, but are not limited to, the following:
A. Pass-Fail Requirements
B. Completeness, detail, and thoughtfulness of response as reflected by proposal coverage of all elements of work listed in RFP Section Two;
C. Demonstrated knowledge and experience of the individual(s) proposed to be assigned to the design and construction observation of this project in forensic architecture and successful restoration of similar exterior masonry walls, curtain wall and windows;
D. Consistency of the proposed solutions to Minnesota State standards and needs; and
E. Cost of services relative to proposed consulting work. Costs for determining award of contract will include
design of both Phases 1 & 2 and construction administration services for Phase 1 & Phase 2.

1.10 Selection Process

The following is Minnesota State’s schedule for the RFP and procurement process to obtain design team
services. Minnesota State reserves the right to modify this schedule if necessary.

**Friday, December 14, 2018** RFP Release Date
**Thursday, December 20, 2018, 9:00 a.m.** Mandatory Information Meeting for Interested Firms
**Thursday, December 27, 2018, CST 10:00 a.m.** Written Question Cut-off
**Friday, December 28, 2018, CST 2:00 p.m.** Written Question Response Posted
**Thursday, January 10, 2019, 3:00 p.m.** Deadline for RFP Proposal Submissions
**Friday, February 8, 2019** Anticipated Contract Award

1.12 Definitions

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

College: St. Cloud State University.

Minnesota State and Owner: State of Minnesota, acting through its Board of Trustees of the Minnesota
State Colleges and Universities on behalf of St. Cloud State University.

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

Proposal: The qualifications materials provided by a Respondent in response to this RFP.

Responder/Respondent: A firm which replies to this RFP.

Vendor: The firm selected by Minnesota State as the successful Respondent responsible to execute a
contract.

1.13 Contract Term

The successful vendor will be required to meet all the terms and conditions and execute the current AIA
Document B101-2017 – Standard form of Agreement Between Architect and Owner, as amended by
Minnesota State. A copy of the AIA Document B101-2017 is attached Division unpublished website:

If the Owner and the vendor are unable to negotiate and sign a contract by January 28, 2019, then St.
Cloud State University reserves the right to seek an alternative vendor(s). St. Cloud State University
desires to enter into a contract with the successful vendor in January, 2019. The length of such contract
will be approximately One (1) year. Note that this contract will be the AIA B101-2017 for Minnesota
State Projects.

1.14 Financial Requirements

Minnesota State’s contract language includes the following terms and conditions (summarized here, in
part) which Respondents should understand when preparing their response.
A. Compensation will be paid after services are performed. Minnesota State does not make regular payments based only on the passage of time, but only pays for services performed or work delivered after it is accomplished.

B. Payment is only made after the submission of an authorized invoice.

1.15 Parties to the Contract

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

1.16 Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract in accordance with the contract terms and conditions.

1.17 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.

1.18 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 Minnesota State.

1.19 Contract and Review

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. The design team scope of services will be based upon the AIA B101-2017, copy attached to this RFP. The Contract will be modified to incorporate the scope of the Project and the negotiated fees. The successful Respondent will be required to enter into this contract. There will be no communication: oral, written, during proposal and RFP times.

Respondents shall include a statement in their proposal that they have reviewed the sample contract, and have no objections to signing the contract.

1.20 Deviations and Exceptions

Respondents may propose additional tasks, activities, or alternative suggestions if they will substantially improve the results of their work. These items shall be clearly described and separated from the required items on the proposal.

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the Respondent’s proposal page(s) where relevant. In the absence of such statement(s), the Respondent shall be deemed to have accepted all terms, conditions, specifications and the manner of the RFP. A Respondent’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 Respondent’s right to raise the issue later in any negotiation, action or proceeding relating to this RFP.
1.21 Duration of Offer

All proposal responses shall indicate they are valid for a minimum of thirty (30) calendar days from the date of the proposal submission deadline, unless extended by mutual written agreement between St. Cloud State University and the vendor.

1.22 Authorized Signature

The proposal shall be completed and signed in the firm’s name or corporate name of the Respondent, and shall be fully and properly executed and signed in blue or black ink by an authorized representative of the Respondent. Proof of authority of the person signing the proposal shall be provided, if requested.

1.23 Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Saint Cloud State University to award a contract or complete the proposed Project work and each reserves the right to cancel this RFP if this action is considered to be in Minnesota State’s best interest. Saint Cloud State University also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

A. reject any and all proposals received in response to this RFP;
B. negotiate any aspect of the proposal with any Respondent;
C. terminate negotiations and select the next most responsive Respondent for contract negotiations;
D. terminate negotiations and prepare and release a new RFP;
E. terminate negotiations and take such action as deemed appropriate.

Section Two: Vendor Requirements

2.1 Respondents Required Review of Documentation

Before submission of a proposal in response to this Request for Proposals (RFP), all Respondents shall review and become completely familiar with the following documents including, but not limited to:

C. Project Management e-Manual version 2.1 Documents, in particular Project Phases Schematic Design (SD) through Project Closeout (PC) and Bid Documents Division 00 Specifications, available at: http://www.minnstate.edu/system/finance/facilities/design-construction/pm_emanual/BIDDING%20eManual%20index%20version%202.1.html
D. Project Predesign Information.
E. E-Builder project management software. The project will be managed through e-Builder. Training will be available as requested and required for the project.
F. Please note that the 2007 AIA contracts are no longer used. The 2017 version of AIA document AIA B101 will be the version implemented on this project. This is available for review on the Minnesota State website under ST. 30, A/E Standard and ST. 31 A/E Project Attachment.
2.2 Required Design Team Scope of Services

The selected design team shall provide a scope of services in accordance with the proposed contract, including, but not limited to the following:

1. Provide a comprehensive scope of services including review and verification of predesign documents as part of Schematic Design (SD). A site survey to confirm extent of repair noted in Predesign is expected. Include on-site field verification of existing conditions and systems in adjacent building areas in their scope of services, including photographic documentation of applicable existing conditions and uploading an electronic copy of collected information and photographs into e-Builder.

2. Upon Owner reviewed approvals after each phase, prepare Design Development (DD), Construction Documents (CD), Bidding and Construction Administration (CA). Allow a full week for each phase review.

3. Prepare all design documents using computer-aided design and drafting technology in an electronic data exchange file format acceptable to Minnesota State Colleges and Universities and .pdf files. Upload to e-Builder in the appropriate folder.

4. Demonstrate experience in the design and construction of the exterior envelope and security hardware of institutional spaces, college classrooms, vocational trades shop facilities, and similar spaces.

5. Develop a project that advances the campus’s sustainability and energy efficiency goals, maintaining weather tight enclosures and minimizing energy use.

6. Review the Project Predesign Information and prepare recommendations from your own field evaluations to determine the optimum design solutions.
   a. Complete all design, drawings and specifications in accordance with, as minimums:
      - All applicable building, life safety, energy codes and OSHA requirements.
      - All applicable codes, statutes and laws
      - ADA regulations

7. Design improvements for a long-term solution.

8. Provide full architectural/engineering services including architectural, civil, landscape architecture, structural, mechanical, electrical, scheduling, cost estimating, and construction administration services, all in accordance with the Minnesota State Colleges and Universities’ Design Standards. The information contained in the Project Predesign will be used as a starting point for the selected design team. Minnesota State Colleges and Universities may retain other specialty consultants to assist in the Project.

9. Include as part of the proposed design team, the services of qualified and experienced consultants with Minnesota State experience for the design of door hardware and security system upgrades.

10. Assist in evaluating staging aspects to minimize disruptions caused by the project’s schedule. Note the Design Team needs to clearly communicate design and cost ramifications of the schedule impact(s) to enable the Owner full understanding of the design / schedule decisions.

11. Manage and maintain project information within the Minnesota State web-based enterprise project management system (EPMS). Minnesota State’s project management software is a product known as “e-Builder”. It includes real time visibility of the project status, coordination, reporting, and a central location for all project information.
12. The design team, Contractors and other consultants shall manage and maintain project information within the Minnesota State Colleges and Universities’ web-based EPMS. Information required to be maintained in e-Builder includes, but is not limited to the following project documents: contracts and amendments, meeting minutes, design correspondence, budgets, cost estimates, invoices, applications for payment, schedules, Contract Documents, drawings, specifications, Project Manuals, bids, construction modifications, submittals, and closeout documents. Design team fees for training sessions and maintaining all information within the e-Builder system shall be included in the Design team’s proposed fees. The Design Team shall participate in training for use of the EPMS system, as provided by MN State in the System Office, time to be determined, within ten (10) working days of contract award.

2.3 Additional Design Team Special Considerations

The design team shall have applicable prior experience in the forensic investigation, design and construction of similar projects, in a college setting. The firm shall provide examples of current and recent higher education facilities’ Physical Security Enhancement design experience. The design team shall have proven experience in working with college facilities personnel and departments and a familiarity with Minnesota State Design Standards.

Quality control and complete, accurate and fully coordinated contract documents are an important element of the selected design team's services.

The design team shall provide examples of recently completed projects for review by the selection committee. The design team shall provide a list and contact information for clients and involved contractors for similar projects done within the last three years.

The design team shall also:

1. Provide a statement that the Prime firm has been in business under current business name or current Federal Employer ID Number for a minimum of 5 years.
2. Demonstrate prior experience with similar projects.
3. A statement that the Prime firm has worked with each of their sub consultants, if any, on at least one project. The Design Team shall provide examples of recently completed similar projects, including innovative design solutions, for review, by the selection committee
4. Include the field verification of existing conditions, structures and building systems in their scope of basic services.
5. Evaluate existing building systems to determine capability to support proposed Physical Security Enhancements work.
6. Show a history of meeting schedule deadlines, accurate cost estimating and designing within a project budget, which are critical criteria for selection of the Design Team. Quality control and complete, accurate and fully coordinated Contract Documents are an important element of the selected Design Team's services.

2.4 Owner - Provided Services

The Owner may contract directly for, or arrange to provide:

- Hazardous materials survey, design and abatement, as needed
- Construction materials and systems testing and inspection
2.5 Information Contact

Saint Cloud State University’s agent for purposes of responding to inquiries about the RFP is:

Location: Saint Cloud State University
Name: Larry Blaiser
Title: Facilities Construction Coordinator
Address: 211 11th Street South Saint Cloud, MN 56301
Phone: (320) 308-4712

To assure potential vendors receive the same information about the Project, only questions submitted by email for clarifications about this RFQ will be addressed. Responder questions must be emailed only to the attention of PM (ljblaiser@stcloudstate.edu) no later than 10:00 a.m. CST, December 27, 2018 to ensure an addendum posting by 2:00 PM CST, December 28, 2018. Other persons are not authorized to discuss RFP requirements before the proposal submission deadline, and St. Cloud State University shall not be bound by and Responders may not rely on information regarding RFP requirements obtained from non-authorized persons.

Written questions or communications regarding this RFP shall include the name of the questioner, their firm name, and their telephone number and e-mail address. Anonymous inquiries will not be answered.

2.6 Addenda to the RFP

If appropriate, a change responding to questions or clarifications may be issued by Minnesota State in the form of addenda to the RFP. Questions will be answered by website addenda obtained from the Minnesota State Facilities website:

http://www.minnstate.edu/vendors/index.html

Responders are responsible for checking the website daily for any updated information on this project that is posted.

Section Three: Response Evaluation

3.1 Criteria

The criteria described below, based upon the point scale, will be used to evaluate Respondents’ proposals. The evaluation may include interviews with Respondents and requests for additional information, and will focus on the specifics of the Respondent’s proposal and approach.

The proposals will be evaluated in part by the following criteria: qualifications and experience of individuals assigned to the Project, performance on past projects, experience with projects of a similar type, ability of the firm and the assigned personnel to meet the required time and budget constraints, Project approach proposed fees and other information in response to the RFP items.

Evaluation criteria will be weighed according to the following categories:

PASS /FAIL REQUIREMENTS:

1.) Responder’s proposal must be submitted on time.
2.) A representative of the Responder’s Firm must have attended the mandatory meeting and shall so state in the affirmative statements.

3.) Responder shall provide a statement to confirm that Firm has available, experienced staff to provide periodic observation for the project during construction phase.

4.) Responder shall acknowledge recent of all addenda.

<table>
<thead>
<tr>
<th>Category Description</th>
<th>Weight</th>
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</thead>
<tbody>
<tr>
<td>A. Company Profile</td>
<td>5 points</td>
</tr>
<tr>
<td>B. Project Team and Organization of Team</td>
<td>20 points</td>
</tr>
<tr>
<td>C. Relevant Team Experience with Similar Projects</td>
<td>35 points</td>
</tr>
<tr>
<td>D. Project Approach, Methodology and Work Plan</td>
<td>25 points</td>
</tr>
<tr>
<td>E. Fees and Compensation</td>
<td>15 points</td>
</tr>
</tbody>
</table>

Criteria described below, based upon the indicated percentage weights, will be used by the University selection committee to evaluate and short list Respondent proposals and select the successful Respondent.

**A. Company Profile – 5 points**

The Respondent shall submit a company profile.

Evaluation Factors: Factors favorable to a Respondent will be greater length and nature of experience, stability of the Respondent’s business, and lack of litigation or claims that would affect the Respondent’s performance on this Project. Factors unfavorable to a Respondent would be litigation or claims that would affect the Respondent’s performance, financial defaults or failure to complete projects.

**B. Project Team and Organization of Team – 20 points**

1. The Respondent shall list the members of its team that will be assigned to this specific Project work, throughout the entire project including both design and construction phases including their planned responsibilities on this Project.

2. The Respondent shall provide a Project Organization Chart that integrates Project architect, engineers, consultants, Owner, and contractors. Identify all engineers and consultants, if any, proposed as part of your design team. Include descriptions of the firms, technical experience and competence, capabilities, past performance, and availability to and familiarity with the Project locale. At least one member shall be a licensed Architect in the State of Minnesota and one a licensed engineer in the State of Minnesota.

3. The Respondent shall attach summary resumes of key team members, indicating education, and years of experience with their company, as well as qualifications and special expertise, including specific experience with projects similar to the one that is the subject of this RFP.
Evaluation Factors: Factors favorable to a Respondent are the assignment of experienced and highly qualified team members with substantial expertise on similar projects, including this campus.

C. Relevant Team Experience with Similar Projects - 35 points

The Respondent shall provide a summary (six pages maximum) of its experience with similar size physical security project of similar nature and scope to this Project, specifically stating project description, scale and complexity, geographic location and completion date of each. Nature of building, i.e. masonry, concrete, wood frame, should also be included. The summary should include the following:

1. Similar projects completed by your proposed team at colleges and universities from 2008 to present. For these projects provide the name of the project, the owner and the owner’s contact person with phone number and e-mail address. Minnesota State reserves the right to independently obtain confirmation of the Respondent’s information from such owners.

2. Include the project budget, project construction award, final construction cost, dates, brief description, scale, and complexity of each. Describe similarities of experiences to the proposed Minnesota State Project that is the subject of this RFP.

3. Identify project involving the implementation or expansion of the Genetec Security Center application.

Evaluation Factors: Factors favorable to a Respondent on team experience are substantial recent experience by a high percentage of proposed team members and recent similar projects work with favorable outcomes (in particular, completing projects on-time and on-budget and with a low and reasonable percentage of change orders).

D. Project Approach, Methodology and Work Plan - 25 points

Describe how your design team will complete this Project. The Respondent should describe whatever difficulties or challenges they foresee in providing services on this Project, how you expect to manage those difficulties or challenges, and what assistance you will require from Minnesota State for such management.

Evaluation Factors: Factors favorable to a Respondent would be an approach evaluated by Minnesota State as best serving the interests of the Project. Further favorable factors are well-designed and detailed drawings and specifications for Project construction, as well as thorough coordination and communications with contractors and University personnel.

E. Fees and Compensation - 15 points

The Respondent shall provide a proposed lump sum fee for all phases of the scope of consulting services described in this RFP and in the contract for the scope of services described. Incorporate the value of anticipated reimbursable expenses directly into the proposed lump sum; do NOT split these out separately.

The lowest base cost proposal will receive the maximum points. Points will be awarded to each of the other proposals by dividing the lowest proposal by each of the other proposal costs. The answer will always be less than 1. Take the answer of the division and multiply by the maximum points. The answer
will be the number of points (rounded to the nearest whole number) assigned to the total cost for this Responder.

- Here is an example: The maximum points awarded for price is: 15. The lowest proposed price is $100. That Proposal receives 15 points. The second lowest price is $125. Divide $100 by $125. This equals .8. Multiply .8 x 15 = 12. 12 is the number of points to be awarded to that Proposal. The third Proposal is $140. Divide $100 by $140. This equals .71. Multiply .71 x 15 = 10.65 (round to the nearest whole number). 11 is the number of points to be awarded to that Proposal.

**F. PREFERENCE TO TARGETED GROUP, ECONOMICALLY DISADVANTAGED & SERVICE OWNED/SERVICE DISABLED VETERAN-OWNED BUSINESSES & INDIVIDUALS - 6 points (extra points)**

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. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. 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.

Veteran-owned/Service Disabled Veteran-Owned Preference – 6 points
In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal. Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be currently certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference. Information regarding certification by the United States Department of Veterans Affairs may be found at [https://www.va.gov/osdbu/](https://www.va.gov/osdbu/).

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 Four: Additional RFP Response and General Contract Requirements**

**4.1 Affidavit of Non-Collusion**

All Respondents shall complete Exhibit A, the Affidavit of Non-Collusion, and submit it with their proposal.

**4.2 Human Rights Requirements**

For all contracts estimated to be in excess of $100,000, all responding vendors shall complete Exhibit B, 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.

4.3 Insurance Requirements

A. The selected vendor will be required to submit a Certificate of Insurance to the Owners’ authorized representative prior to execution of the contract. The selected vendor shall not commence work under the contract until they have obtained all the insurance described below and the Owner has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

B. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:
   a. 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. Insurance minimum limits are as follows:
      $100,000 – Bodily Injury by Disease per employee
      $500,000 – Bodily Injury by Disease aggregate
      $100,000 – Bodily Injury by Accident
      
      If Minnesota Statute 176.041 exempts CONSULTANT from Workers’ Compensation insurance or if the CONSULTANT has no employees in the State of Minnesota, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers’ Compensation requirements.
      
      If during the course of the contract the CONSULTANT becomes eligible for Workers’ Compensation, the CONSULTANT must comply with the Workers’ Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

   b. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:
      $2,000,000.00 per occurrence
      $2,000,000.00 annual aggregate
      $2,000,000.00 annual aggregate – Products/Completed Operations
In addition, the following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Products and Completed Operations Liability
- Blanket Contractual Liability

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project’s College or University (St. Cloud State University), the State of Minnesota, officers and employees of the State of Minnesota, named as an Additional Insured, to the extent permitted by law.

C. 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) for Bodily Injury and Property Damage

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile

Additional Insurance Conditions:

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

The Owner 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 the Owner and copies of policies must be submitted to the Owner's authorized representative upon written request.

4.4 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.

4.5 Minnesota Government Data Practices Act
The vendor shall 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 shall:

• 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. Responses to this RFP will not be open for public review until Minnesota State decides to pursue a contract and that contract is fully executed.

4.6 Veteran-Owned/Service Disabled Veteran-Owned Firm
If certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time as a Veteran owned/Service Disabled Veteran-Owned firm, complete Veteran Preference form found at Exhibit C. [https://mn.gov/mmb/employee-relations/equal-opportunity/veterans/](https://mn.gov/mmb/employee-relations/equal-opportunity/veterans/)

4.7 Conflict of Interest
The Respondent 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.

4.8 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 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 vendor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve Minnesota State’s rights.

4.9 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 them, their officers, employees or agents will disclose or make public any information received by the vendor on behalf of Minnesota State or the 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 the 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 Five: RFP Responses

5.1 Proposal Preparation

A. Quantities

Responders shall submit on 8½ by 11 inch paper, one signed original copy of its entire submission including all attachments and three (3) original, identical and complete copies of their RFP response proposal including all originals. Proposals shall be sealed in mailing envelopes or packages with the Responder’s name and address clearly written on the outside.
In addition to the required bond copies, also provide the RFP response proposal USB Drive, formatted in Adobe Portable Document format (.pdf), with a dated label of contents.

B. Binding

All copies of proposals shall be submitted in three-ring binders. Include dated binder cover and dated spine label. Include an index for easy reference to the proposal contents. Insert a tab sheet before each proposal section. Sequentially number all pages within each proposal section, e.g. - 1.1, 1.2, 2.1, etc.

C. Transmittal Cover Letter

Include a dated cover letter on the Responder’s official business letterhead. The letter shall transmit the proposal, identify all materials being forwarded collectively as a response to this RFP, identify the numbers of addenda received, and shall be signed by an individual authorized to commit the Respondent to the scope of work proposed. Proof of authority of the person signing shall be furnished upon request.

D. Proposal Content

The minimum contents of a proposal are as follows:

1. A restatement of the Responder’s responsibilities to demonstrate an understanding of the nature of the Project work.
2. Identification and description of the deliverables to be provided by the Responder.
3. An outline of the Responder’s background and experience with particular emphasis on local and state government work.
4. Identification of personnel to conduct the Project, with details on training and work experience.
5. Required Attachments

E. Format

The proposal body shall be submitted in 8 ½ "x 11" format, in a three-ring binder, bound along the 11" edge with 25 faces maximum, not counting the binder cover sheet, transmittal cover letter, index, section divider tab sheets, and required Attachments. The body of the proposal shall include the items listed. Supplemental materials, if any, may be in any format fitting within the 8 ½ "x 11" package and will be at the discretion of the Respondent. Supplemental materials included will also be judged as part of the proposal submission.

5.2 Company Profile

Respondents should briefly describe the history of the lead design team company with an emphasis on the referenced projects described. Include the following:

• Name of firm
• Location of principal and branch offices.
• Length of time in business.
• Firm ownership.
• Firm size and other available services provided by the firm.
5.3 Key Personnel

Respondents shall list the members of its design team per the Staffing criteria, including, but not limited to, the following:

Project Organization Chart including consultants or associated firms.

Descriptions of all proposed architects, engineers and other design support firms.

Resumes of key personnel, including their responsibilities for this Project.

5.4 References

Provide at least three current references for the primary design team firms. Include the reference individual’s name, company, title, address, telephone number and e-mail address. References shall be considered relevant based on specific project participation and experience with the Respondent(s). The Owner may contact the references at its discretion. The Owner reserves the right to refer to its own references at any time during the RFP process.

5.5 Design Team Project Approach, Methodology and Work Plan

Provide a brief narrative of the Respondent’s proposed approach to the following issues:

- Communications.
- Architectural design and engineering.
- Owner Design Standards.
- Cost control during design and construction/renovation.
- Value engineering.
- Scheduling.
- Preparation of drawings and project manual.
- Building code reviews.
- Bid documents coordination.
- Construction/renovation administration.
- Change order procedures/negotiations.
- Quality Control/Assurance.
- Project Close-out and Warranty items

Section Six: Procedures for Responding

6.1 General

A. This document, including attachments, constitutes a formal Request for Proposals (RFP) and is a quality-based selection procurement. Therefore, the Respondent shall carefully follow the instructions herein to be considered fully responsive to the RFP. Minnesota State reserves the right to reject a proposal that is determined to be incomplete or which does not follow the required structure and format. However, when such statements are innocent or inadvertent in the opinion of Minnesota State, Minnesota State further reserves the right to waive them as informalities.

B. Any verbal explanations of instructions or discussion of any aspect of this RFP provided the Respondent before the award of a contract shall not be binding. Prospective Respondents with
questions regarding this Request for Qualifications must submit them in writing by email to the Project Contact person.

C. All costs incurred in responding to this RFP will be borne by the Responder. Proposals submitted in response to this solicitation are irrevocable for thirty (30) days following the closing date. This period may be extended by written mutual agreement between the Respondent and Minnesota State.

D. Proposals made in pencil shall be rejected. Alterations shall be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to the price quoted. Proof of authorization shall be provided upon request. The use of “white out” is considered an alteration.

6.2 Submission

Sealed proposals must be received at the following address not later than 3:00 p.m., on Thursday, January 10, 2019.

Proposals must be submitted with the envelope or packaging plainly marked on the outside: “PROPOSAL FOR ARCHITECT/ENGINEER DESIGN SERVICES FOR PHYSICAL SECURITY ENHANCEMENTS, ST. CLOUD STATE UNIVERSITY”

Proposals shall be delivered to:

Location: Saint Cloud State University
Name: Larry Blaiser
Title: Facilities Construction Coordinator
Address: 211 11th Street South, St. Cloud MN 56301
Phone: 320-308-4712
Email: ljblaiser@stcloudstate.edu

Late proposals will not be considered. Responses received after the time set for opening will be returned to the Responder unopened. Fax and e-mail responses will not be considered.
EXHIBITS:

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 Proposals 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 Proposals, 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

**NOTICE TO CONTRACTORS**

**AFFIRMATIVE ACTION**

**CERTIFICATION OF COMPLIANCE**

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

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

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

**AFFIRMATIVE ACTION DATA – 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.
STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed $100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

<table>
<thead>
<tr>
<th>BOX A – MINNESOTA COMPANIES</th>
<th>that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).</td>
<td></td>
</tr>
<tr>
<td>☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on ______________________ (date).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BOX B – NON-MINNESOTA COMPANIES</th>
<th>that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Attached is our current Workforce Certificate issued by MDHR.</td>
<td></td>
</tr>
<tr>
<td>☐ We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at <a href="mailto:compliance.MDHR@state.mn.us">compliance.MDHR@state.mn.us</a>. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BOX C – EXEMPT COMPANIES</th>
<th>that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to <a href="mailto:compliance.MDHR@state.mn.us">compliance.MDHR@state.mn.us</a>.</td>
<td></td>
</tr>
</tbody>
</table>

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

Name of Company: ___________________________ Date ___________________________
Authorized Signature: ______________________ Telephone number: ___________________
Printed Name: ___________________________ Title: ___________________________

For Assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services
Email: compliance.mdhr@state.mn.us TTY: 651-296-1283
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, 625 Robert Street North, Saint Paul MN 55155; Voice: 651-296-5663; Toll Free: 800-657-3704; TTY: 651-296-1283.

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

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

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

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

DISABLED INDIVIDUAL CLAUSE

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

B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

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

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

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

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

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

NAME OF COMPANY: ______________________________________________

AUTHORIZED SIGNATURE: _________________________________________

TITLE: ____________________________________________________________

DATE: ____________________________________________________________

Revised 1/22/09
STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM

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

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

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

or

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

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

Claim the Preference

By signing below I confirm that:

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

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

or

• My company’s principal place of business is in Minnesota and the United States Department of Veteran’s Affairs verifies my company as being a veteran-owned or service-disabled veteran-owned small business (Supported By Attached Documentation)

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

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