



**MINNESOTA STATE**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**Winona State University**

**REQUEST FOR PROPOSAL**

for

**Designer Selection for  
Stadium Renovation**

**June 25, 2018**

**SPECIAL NOTE:** This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or the 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. 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 Minnesota State's Vendor & Supplier Opportunities website, <http://www.minnstate.edu/vendors/index.html> under Facilities Consultant & Contractor Opportunities. For this RFP, posting on the captioned web site above constitutes written notification to each Respondent. Respondents should check the site daily and are expected to review information on the site carefully before submitting a final proposal. Addenda to the RFP will be available on the referenced website. Respondents must acknowledge any addenda when submitting a proposal. Failure to acknowledge any addenda may result in rejection of the Respondent's RFP response.

**REQUEST FOR PROPOSALS  
FOR  
DESIGNER SERVICES**

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**Section I. General Information**

**Background**

Minnesota State Colleges and Universities is the fourth-largest system of higher education in the United States. It is comprised of 37 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The system serves approximately 375,000 students each year. For more information about Minnesota State Colleges and Universities, please view its website at [www.minnstate.edu](http://www.minnstate.edu).

Winona State University is a member of the Minnesota State system, serving the southeast region of the state. As a 4-year University located in Winona, Minnesota, the institution offers 7,390 (FYE) students annually a wide range of education opportunities to enhance personal growth and community vitality.

**Nature of RFP**

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Winona State University, hereinafter referred to as the “Owner”, is requesting proposals to provide predesign, architectural and engineering consulting services for the design and construction administration services for the **Stadium Renovation**.

The renovated stadium will provide state-of-the-art facilities for local and regional athletic competitions and events drawing people to the Winona community. The upgraded facility will boost the university’s reputation, attract top DII athletes, and aid in overall recruitment.

Project details:

**Phase 1 – Design through Construction Administration and Closeout.**

- New digital Video Board with a minimum display dimensions of 23 feet tall and forty-one feet wide with new controls systems, electronic captions, messaging center, scoring consoles, **and all other necessary components that are common in NCAA Division II Football stadiums.**
- New audio system including supports, speakers, consoles, amplifiers, and media interface.
- The existing south scoreboard will be removed and turned over to the Owner. The existing north scoreboard will remain and must tie-in to the new video board.

### **Phase 2a – Predesign (for Phases 2b and 3)**

- Develop a complete Predesign that defines the overall project scope, total project cost, fundraising targets, and schedule that clearly validates project alignment with the campus's Athletic Master Plan and Comprehensive Facilities Plan. Predesign Guidelines can be found on Minnesota State's Capital Development website <http://www.minnstate.edu/system/finance/facilities/capital-development/index.html> under the Capital Planning menu bar.

A copy of the Athletics/Recreation Master Plan, as prepared by RDG Planning and Design, dated February 2017, is available at <https://www.winona.edu/strategic-planning/master-planning.asp>

The Athletic Master Plan assumes that stadium renovations will capitalize on a new adjacent field house. The predesign must develop a contingency plan and evaluate options if the fieldhouse is not constructed.

A copy of the Comprehensive Facilities Plan, as prepared by RDG Planning and Design, and dated February 2017, is available at <https://www.winona.edu/facilities/Master-Plan.asp>

### **Phase 2b – Design only (with the option to proceed to Construction drawings if funding is available)**

- The anticipated second construction effort is a new raised seating platform along the south end zone with athletic equipment storage rooms underneath. The selected design team must complete the predesign and establish the overall project execution strategy before proceeding with schematic design for this work.

### **Phase 3 – Future TBD – Design through Construction Administration and Closeout.**

- Improved deck and seating. Current capacity is 3,000 with the intent to expand up to 6,000-7,000 depending on the combination of seatback chairs, bleachers, and open deck seating. However, this does not necessarily "double" the capacity. It is not uncommon to have 4,500 fans at a game requiring 1,500-2,000 people. The student section is envisioned to create a bowl like effect with wrap-around seating, consisting of a combination of bleacher and seatback chairs to accommodate students of all needs. In addition, relocation of the pep band to this area will create an exciting game day experience for everyone.
- Renovate Concessions and apparel areas.
- New Restrooms. Multiple restrooms will be constructed at the West and East sections of the stadium, with numerous access points for all visitors to the stadium.
- Renovate team locker rooms.
- Renovate and provide accessible press box.
- Renovate existing football offices and VIP seating.
- Create new accessible entry points and define circulation. Provide a 360 degree walkway around the stadium to improve traffic flow to all points of interest throughout the stadium.

Photos of the current facility can be found at <https://www.winona.edu/foundation/stadium-gallery.asp>. The existing synthetic turf field is in good condition and will remain.

The project design and construction will be phased to allow for fundraising and limit the disruptive impact to the football and soccer seasons. The project will be designed and constructed with a traditional Design/Bid/Build delivery method. The Design team is selected for all current and future

phases of the entire project.

This RFP is undertaken by the Owner pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws. Accordingly, the Owner shall select a vendor whose proposal demonstrates, in the Owner's sole opinion, the capability to best fulfill the purposes of this RFP in a cost effective manner. This RFP shall not obligate the Owner 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.

### **Predesign Process**

The consultant shall be prepared to undertake the tasks below as part of the predesign process. This list is not inclusive of all necessary tasks.

- For some projects, additional analysis is required to confirm the overall scope where infrastructure, existing conditions, or phasing of options present additional challenges. This analysis will be part of the predesign project.
- Describe options or renovation alternatives, including associated schedule and budget implications. The predesign must also consider Sustainable Building 2030 goals, energy benchmarking, and Presidents' Climate Commitment; energy efficient plans and sustainability options for the project should be analyzed and described.
- Compile and analyze data from previous studies and plans to ensure a consistent plan for Winona State University (e.g. space utilization, deferred maintenance analysis, facilities condition index (FCI), academic plan, security plan, energy management improvement, technology plan, and transportation/parking studies). Note how the consultant will perform this work in conjunction with the campus. ***Assessment of existing facilities condition and building systems must include in-person site surveys by the appropriate consultant(s).***
- Work with the campus's Predesign Taskforce and other campus personnel to develop a predesign that addresses campus needs while aligning with the principles established in the core commitments of the Minnesota State Strategic Framework as well as the 'Charting the Future' report adopted by the Board of Trustees. The work outlined in the predesign must comply with all applicable local, state and federal codes and Minnesota State policies and standards.
- Provide 50% and 95% document drafts to the campus and to Capital Development at the system office for review and comments. The results of this review should be incorporated before submitting the final document. Modifications may also be required after final submittal. Capital Development staff are available for interim review with the campus or consultant.
- Present the predesign document and recommendations to Winona State University's president and administration. Provide to Winona State University one bound copy of the final predesign document plus one unbound copy ready for reproduction.
- When the final (100%) predesign document is ready, the system office will need 1 hard copy (3 ring binder, sections separated by tabs, binder labeled **front and spine**) and 1 electronic copy (in PDF format). The PDF may be submitted on either a CD or a thumb drive.

The final predesign must be presented by campus personnel (and the consultant, if desired) to the system office (Capital Development) via teleconference.

**Proposed Project Schedule**

Phase 1 Video Board Milestone Dates

<b>Phase</b>	<b>Begin</b>	<b>Complete</b>
Design- CD's, 1 mid-point review	August 8, 2018	September 5, 2018
Bidding – Phase 1 Only	September 10, 2018	September 24, 2018
Construction	October 1, 2018	December 2018
Closeout	January 2019	February 2019

The campus is open to accelerating the Phase 1 project to better align with Winona State Warrior football schedule found at <https://www.winonastatewarriors.com/schedule.aspx?path=football>

Phase 2a Predesign Milestone Dates

<b>Phase</b>	<b>Complete</b>
50% draft Submittal	September 2018
95% draft Submittal	November 2018
Presentation to system office	December 2018

Anticipated Phase 2b Milestone Dates – pending available funding

<b>Phase</b>	<b>Begin</b>	<b>Complete</b>
Design	January 2019	March 2019
Bidding	April 2019	May 2019
Construction	June 2019	August 2019
Closeout	September 2019	December 2019

**General Selection Criteria**

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

- A. Pass/Fail requirements
- B. Project Team Composition
- C. Project Experience
- D. Approach/Methodology
- E. Cost of Services
- F. Preference

**Selection Process**

The College Facilities, Athletics, and System Office staff will evaluate the proposals and make the final selection.

**Selection and Implementation Timeline**

<b>Event</b>	<b>Day</b>	<b>Date and Time</b>
Publish announcement	Monday	June 25, 2018
<b>Mandatory Information Meeting</b>	<b>Thursday</b>	<b>June 28, 2018 at 10:00am</b>
Deadline for Respondent Questions	Thursday	July 12, 2018 at 2:00pm
Last RFP Addendum Issued	Friday	July 13, 2018 at 5:00pm
<b>Deadline for RFP proposal submissions</b>	<b>Tuesday</b>	<b>July 17, 2018 at 2:00pm</b>
Shortlist notification	Friday	July 20, 2018
Interviews on campus*	Tuesday	July 24, 2018 12:00-4:00pm
Selection notification	Wednesday	July 25, 2018
Anticipated Contract Execution	Wednesday	August 1, 2018

**\*The campus has the option to omit interviews and may select a consultant solely on the basis of the response to the Request for Proposal.**

**Mandatory Information Meeting**

Minnesota State will hold a **mandatory** information meeting on **Thursday, June 28, 2018 Winona State University, 175 West Mark Street, Winona, MN 55987, Facilities Services Building, Room 202, at 10:00 AM. Respondents have the option to participate via web-based meeting per the information below:**

**Join this meeting**  
 Go to <https://webmeeting.minnstate.edu/rmhyt2xm26j3>. Upon entering the meeting room, Join the meeting's audio conference using a microphone or telephone.

**Telephone Only**  
 If you are not joining the meeting room, but still need to dial-in to the meeting, dial toll-free at 1-855-369-0450 and enter the meeting code 72274602 .

**Is your Computer Ready?**  
 Launch the [Browser Check](#) meeting room to make sure that your web browser can launch an Adobe Connect meeting room.

**If you can't launch the Browser Check meeting room, follow either option below.**

- **Option 1:** Download and install the most current [Adobe Connect Add-In](#)
- **Option 2:** [Allow Flash](#) to run in your browser for the site <https://minnstate.adobeconnect.com>.

**Need Help during a meeting?**  
 Call 1-866-922-9566 or email [support@meetme.net](mailto:support@meetme.net) to reach technical assistance (provided by Arkadin Support).

**Attendance at this meeting, either in person or via web, is required for all primary responding firms prior to submitting a response proposal. Attendance will be taken during the meeting.**

Please register your attendance in advance by notifying [Timothy.Matthees@winona.edu](mailto:Timothy.Matthees@winona.edu).

## Contract Terms

The successful Responder will be required to meet all the terms and conditions and execute the current Minnesota State AIA Document B101 – Standard form of Agreement Between Architect and Owner as amended by Minnesota State Colleges and Universities. A copy of the Minnesota State AIA Document B101 is posted on the Minnesota State Facilities Division website at:

[http://www.finance.Minnesota State.edu/facilities/design-construction/AIA\\_documents/index.html](http://www.finance.Minnesota State.edu/facilities/design-construction/AIA_documents/index.html).

The B101 Agreement Attachment Letter for this RFP, modified to incorporate the Project Scope of Services and the negotiated fees, will be finalized with the selected Respondent.

## Definitions

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

**Minnesota State:** State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the System Office and/or any Minnesota State College or University (C/U).

**Minnesota State System Office:** The central administrative system office of Minnesota State Colleges and Universities located at; 30 7<sup>th</sup> Street East, Suite 350, St. Paul, Minnesota, 55101.

**College/University:** C/U. The specific Minnesota State College/University for which the Project will be designed and constructed.

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

**Vendor:** The firm selected by Minnesota State as the successful Responder 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 Owner.

## 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.



## **Deviations and Exceptions**

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the Respondent's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the Respondent shall be deemed to have accepted all such 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 action or proceeding relating to this RFP.

## **Duration of Offer**

All proposal responses must indicate they are valid for a minimum of thirty (30) calendar days from the proposal submission deadline, unless extended by mutual written agreement between Minnesota State and the vendor. Prices and terms of the proposal as stated must be valid for the length of the resulting 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.

## **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 the College to award a contract or complete the proposed Project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Minnesota State 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. select a proposal for contract negotiation other than the one with the lowest cost;
- C. negotiate any aspect of the proposal with any Respondent;
- D. terminate negotiations and select the next most responsive Respondent for contract negotiations;
- E. terminate negotiations and prepare and release a new RFP; or
- F. terminate negotiations and take such action as deemed appropriate.

## **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 the College and the successful Respondent.

## **Section II. Scope of Services**

### **Required Design Team**

- Architect - Services will include interior finishes, fixture and equipment design, cost estimating, project scheduling
- Technology, Telecommunications, data, security systems designer
- Landscape Architect
- Structural Engineer
- Mechanical Engineer- to include fire protection and integration of the campus energy management system
- Electrical Engineer- to include security systems and fire detection and alarm systems
- Cost Estimating Consultant – may be provided by Prime Firm
- Waterproofing Consultant
- Roofing Consultant- If a Roof consultant is necessary the roof consultant will be approved by WSU.

### **Services Provided by Others**

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

- Commissioning Agent
- Owner’s Representative
- Site survey, geo-technical, environmental and material testing programs
- Hazardous materials abatement survey
- Construction testing

### **Consultant Scope of Services**

The selected design team shall provide as a minimum the following:

- 1) Prepare Predesign per Minnesota State’s Predesign Guidelines.
- 2) Schematic Design Phase: Interview facility personnel at the C/U campus. Review the original building construction documents (as available from the C/U), review any water intrusion history, field verify existing conditions, including making destructive test openings (properly patched) of all applicable systems, all conditions and all details. Prepare a Schematic Design Report, including a Schematic Design construction cost estimate, prepare minutes from Schematic Design review meetings with campus personnel, code authorities having jurisdiction, and the Minnesota State System Office.
- 3) The formal Schematic Design Report shall include:
  - Title page that includes Project name and location, index, and signature block for approval by campus and Minnesota State System Office.
  - Project Identification with a campus map identifying and showing the outline of each roof area, proposed staging areas, and north directional arrow.
  - Project Scope: Describe scope of services being provided, a description of the existing systems being replaced and a narrative describing the new proposed system including all structural, mechanical, electrical, masonry and miscellaneous work. Highlight unusual or challenging issues of the Project and provide proposed solutions.
  - Provide an updated construction cost estimate which includes: Cost per sqft of renovation, structural, mechanical and electrical work, masonry work, window replacement work (if applicable), 10% contingency, bid process fees, and estimated construction inspection and testing fees.

- Provide an estimate of the construction schedule
  - Prepare Schematic Design Plans and major details at 3" = 1'-0" scale.
- 4) Construction Documents Phase: Prepare drawings and specifications per the Minnesota State Facilities Design Standards, the Minnesota State Reroofing Design Standards Manual, and the Minnesota State Exterior Masonry Design Standards Manual as minimums, all as applicable. Include asbestos-containing roofing materials removal and disposal specification section, if necessary. Include Division 0 documents from the Minnesota State Facilities Web site, prevailing wage rates for the county where the work is to be performed from the Department of Labor and Industry web site, and specification sections using CSI format for roofing, sheet metal, window/curtain wall, masonry, mechanical/electrical, etc. as applicable to the specific Project.
- 5) Formal Construction Documents shall include:
- Project Manual: Provide technical specifications for each division and section that applies to the reroofing and applicable structural, masonry, mechanical, electrical, and asbestos removal work with emphasis on language so that the prescribed quality of all materials, products, components, and workmanship requirements are clear and unambiguous. Include a separate title page with signature block for approval, table of contents, drawing schedule, and division 0 documents.
  - An updated construction cost estimate, which includes: Cost per square foot, mechanical and electrical work, masonry work, window replacement work (as applicable), 10% contingency, bid process fees, and estimated inspection and testing fees.
  - All drawings and specifications necessary to convey the exact scope of the work and the full intent of the design.

Prepare all Construction Documents using computer BIM and in an electronic data exchange file format acceptable to Minnesota State Colleges and Universities. All drawings and specifications shall conform to Minnesota State Colleges and Universities Facilities Design Standards and adhere to all applicable building, life safety, and energy codes.

The successful vendor shall utilize the Owner's web-based enterprise project management system (EPMS), called e-Builder. This software includes real time Internet visibility of the Project status, coordination, reporting, and a central location for all Project information. The functionality of this software may include, but is not limited to the processing of: Plan Reviews, contracts, Purchase Orders, Change Orders, Invoices, Applications for Payment, and Requests for Information, Submittals and document management related to the Project. Minnesota State will provide and manage a log-in license for the vendor's designated Project representative(s) at no cost to the vendor. Minnesota State will provide initial software training to the vendor's designated Project representative(s) at no cost to the vendor. Except for licenses and initial training, Minnesota State assumes no responsibility for any real or potential costs associated with the use of this software by the vendor.

- 6) Bid & Award: Coordinate bid dates and times with the campus personnel where the roof project is located. Advertise roof replacement Project for bid following Minnesota State On-Line Document Distribution (QuestCDN private interface) procedures. Conduct Pre-bid meeting and provide meeting notes. Attend bid opening, provide bid tab and provide award recommendations to the Owner. Prepare and post Bid Document addenda on QuestCDN as applicable. Post bid results to QuestCDN.

- 7) Construction Administration: Schedule and conduct Pre-construction, Construction (progress), and Pre-Installation Meetings. Provide minutes for each meeting. Verify all required permits are obtained by the Contractor. Provide full time observation and testing of the complete roofing system, review and approve submittals, review and approve Contractor’s Applications for Payment, initiate construction change directives and change orders, coordinate with C/U campus personnel and campus schedules, and verify construction conformance with the Contract Documents. Provide daily field reports in an electronic format approved by the Minnesota State System Office. Coordinate sub-consultant inspections and testing, if applicable.
  
- 8) Project Closeout: Conduct inspection(s) for Substantial Completion(s) and provide written punch list(s). Coordinate and document receipt of warranties, operation and maintenance manuals. Provide a disk of “As-Built” Record Documents and warranties to the C/U Project Manager and the Minnesota State System Office in an electronic format acceptable to Minnesota State. Coordinate Project Final Closeout(s) including verify completion of punch list(s) and final Application for Payment submittal.

**Project Budget and Proposed Costs**

	<u>Construction</u>
Phase 1 - Estimated	\$700,000
Phase 2b – Estimated	\$500,000
Phase 3 – Future	<u>\$6,800,000</u>
<b>TOTAL</b>	<b>\$8,000,000</b>

The Phase 1 project budget is \$1,200,000, this cost includes all professional fees and reimbursable expenses, surveys, project management, construction inspection and testing, equipment, contingencies and inflation factors. Future phases will complete the design and construction as foundation and campus funding becomes available.

WSU has estimated a fee range for the Predesign portion of work to be between \$30,000 and \$40,000.

Respondents should assume the Proposed Project Schedule is accurate when developing responses to this RFP but may propose an accelerated schedule.

**Information Contact**

To assure potential Responders receive the same information about the Project, only questions submitted by email for clarifications about this RFP will be addressed. Respondent questions must be emailed only to the attention of Tim Matthees, [Timothy.Matthees@winona.edu](mailto:Timothy.Matthees@winona.edu), as indicated in the Selection and Implementation Timeline. This is the only person authorized to respond to questions regarding this RFP. Questions will be answered via an RFP Addendum posted at <http://www.minnstate.edu/system/finance/facilities/capital-development/index.html>

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

Name: Tim Matthees

Title: Director of Planning and Construction  
Email: [Timothy.Matthees@winona.edu](mailto:Timothy.Matthees@winona.edu)  
Phone: 507-457-5046

**NOTE:** To maintain integrity of and to avoid any possible unfair competitive advantage among Responders during the RFP solicitation process, there will be only one public information mandatory meeting for this RFP. There will be no meetings or communications outside the provisions in the RFP. To assure potential AE Respondents receive the same information about the Project, only questions submitted by email for clarifications about the RFP will be addressed by the Information Contact person. Other persons are not authorized to discuss RFP requirements before the proposal submission deadline. Minnesota State shall not be bound by and Responders may not rely on information regarding RFP requirements obtained from non-authorized persons.

### Section III. Response Evaluation

Responses to this RFP will be evaluated based on the criteria described below in Section V., based upon the point scale, to evaluate Respondent's proposals. The evaluation may include requests for additional information and will focus on the specifics of the Respondents' response to the RFP and approach.

Minnesota State does not agree to reach a decision on a specific date when firms will be selected, although it is intended the evaluation and selection will be completed by the date identified in the Solicitation and Implementation Timeline article of this RFP.

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

### Section IV. Additional RFP Response and General Contract Requirements

#### Affidavit of Non-Collusion

All Respondents shall complete **Exhibit A, the Affidavit of Non-Collusion**, obtain signature by a Notary Public, and submit it with their response proposal.

#### Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, Respondents shall complete **Exhibit B, Workforce Certification of Compliance**, and submit it with their response 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 Respondents shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

## Equal Pay Certification

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

## 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:

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. 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.

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

\$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, the State of Minnesota, officers and employees of the State of Minnesota, named as an Additional Insured, to the extent permitted by law.

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) for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

C. Additional Insurance Conditions:

- CONSULTANT's policy(ies) shall be primary insurance to any other valid and collectible insurance available to MnSCU 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.

### **State Audit**

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract 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 requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the Minnesota State System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed 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 vendor agrees this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

### **Conflict of Interest**

Each Responder shall 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 shall include the names of the entity, the relationship, and a discussion of the conflict.

### **Organizational Conflicts of Interest**

The vendor 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 C/U's chief financial officer or Minnesota State'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 C/U or Minnesota State 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 C/U or Minnesota State 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 contract vendor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve Minnesota State’s rights.

### **Physical and Data Security**

The Responder 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 the C/U.

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 C/U 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 V. RFP Responses**

### **Submission**

Proposals must be sent to the following address not later than **Tuesday, July 17, 2018, 2:00 PM, Room 202:**

Name: Tim Matthees  
Title: Director of Planning and Construction  
Address: Winona State University  
175 West Mark Street

Winona, MN 55987  
Email: [Timothy.Matthees@winona.edu](mailto:Timothy.Matthees@winona.edu)

The Responder shall submit a response as a .pdf attachment to an email and/or a hard copy. Proposals received after this date and time will be returned to the Responder un-opened.

### **Proposal Contents and Evaluation Criteria**

Responders shall follow the order of proposal contents found in this section.

#### **1) COVER LETTER:**

Single face cover letter, including:

- a) Brief overview of the proposal

#### **2) RESPONDER'S PROPOSAL & EVALUATION CRITERIA: (BY SECTION)**

##### i) PASS/FAIL REQUIREMENTS

- Proposal delivered on time.
- Attended mandatory information meeting.
- Responder shall provide a statement to confirm that the firm has available, experienced staff to provide full time observation and roof testing capabilities for the Project during construction.

##### ii) PROJECT TEAM COMPOSITION – 25 Points

- The lead Designer shall be a licensed Architect or Professional Engineer in the State of Minnesota or shall have a minimum of a bachelor's degree in architecture, engineering or construction management with at least 10 years of experience in projects of similar size, complexity, and scope
- List the name, title, and telephone number of the firm's principal who will serve as the point of contact. Provide a complete list of all key personnel (including proposed sub-consultants, if applicable), who will be assigned to the Project. Include key personnel relevant experience, qualifications for this work, roles and responsibilities. Include resumes (limited to one page per person), specific professional registrations and any specialized or technical certifications that your firm or members of your team may have, and relevant experience to past similar projects.
- Include a brief statement of the team's past or current working relationships. For each team member provide:
  - a. Name, title and position in firm
  - b. Home base (if in a multi-office firm)
  - c. Responsibility on this Project
  - d. Years of experience
  - e. Relevant recent experience (if with another firm, so note)
  - f. Registration – List Minnesota or other registration numbers for all licensed professionals (include specialty if Professional Engineer), Registered Roof Observer (RRO), Registered Roof Consultant (RRC), etc.

- g. Include copies of licenses for all registered professionals (reduced size legible copies are acceptable).

iii) PROJECT EXPERIENCE – 35 Points

Provide examples of similar projects of various size and complexity completed within 5 years prior to the date of this RFP or in-progress, including:

- Name, location and owner
- Brief description (e.g. size, cost, relevance)
- Photographs, sketches and/or plans
- Design firm of record
- Indicate the role each proposed team member had on each relevant project.
- Completion date or current status
- References

iv) APPROACH/METHODOLOGY – 25 Points

Describe your approach to the project and your familiarity and understanding of Minnesota State Roof and Facilities Design Standards in your approach to issues and to determine the final design. Describe how the design team will work with the project stakeholders. Describe how overall communications are expected to flow. Describe how schedule and cost estimating will be analyzed.

v) COST - 15 points

Respondents shall provide a proposed lump sum fee, broken out as follows:

Phase 1 - Scoreboard

Phase 2a - Predesign

Phase 2b – South end zone

Respondents shall propose design fees for future phases as a percentage of construction. Actual fees for all phases will be negotiated with the selected Design Team.

vi) PREFERENCE – 6 Points (extra points)

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](mailto: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**

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 **Attachment D, 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 <http://www.vetbiz.gov>.

### **ATTACHMENTS**

Include the following attachments:

- a. Attachment A. Affidavit of Non-Collusion
- b. Attachment B. Workforce Certification of Compliance
- c. Attachment C. Disabled Individual Clause
- d. Attachment D. Veteran/Service Disabled Veteran-Owned Preference Form (if applicable)
- e. Attachment E. Equal Pay Certificate

End of Request for Proposal

**Attachment 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 Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## **Attachment B. Workforce Certification of Compliance**

### **MINNESOTA STATE COLLEGES AND UNIVERSITIES NOTICE TO CONTRACTORS WORKFORCE CERTIFICATION OF COMPLIANCE**

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

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

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

## 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.

**BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:**

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on \_\_\_\_\_ (date).

**BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:**

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us). If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

**BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:**

- We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

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

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**For Assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/> TC Metro: 651-539-1095 Toll Free: 800-657-3704  
Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us) TTY: 651-296-1283

**MINNESOTA STATE COLLEGES AND UNIVERSITIES  
NOTICE TO VENDORS  
WORKFORCE CERTIFICATION OF COMPLIANCE**

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

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

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

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

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

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

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



**Attachment C**

**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: \_\_\_\_\_

**Attachment D**

**VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM**

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 include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

- (1) Recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- (2) Veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- Certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

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:

<http://www.vetbiz.gov>

**You must submit this form and the documentation required above with your response in order to be considered for this preference.**

**ATTACHMENT E**

**Equal Pay Certificate**

**EXEMPT FROM EQUAL PAY CERTIFICATION**

1. Have you employed more than 40 full-time employees within Minnesota or a state where the business has its primary place of business on a single working day during the previous 12 months?

YES

If your answer is "Yes", your response will be rejected unless your firm or business has an Equal Pay Certificate of Compliance issued by Minnesota Department of Human Rights at the time the responses to the RFQ are due.

NO

If your answer is "No", proceed to question 2.

**EQUAL PAY CERTIFICATION**

2. Please check one of the following statements:

**YES, we have a current Equal Pay Certificate of Compliance that has been issued by Minnesota Department of Human Rights.**

**A copy of our certificate is included with our response to the RFP.**

**NO, I certify that our firm is exempt and we have not employed more than 40 full-time employees on a single working day in one state during the previous 12 months.**

\_\_\_\_\_  
Consultant Name

\_\_\_\_\_  
Name and Title of Official Signing for Consultant

By: \_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date