

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Normandale Community College

REQUEST FOR PROPOSAL (RFP) FOR Elevator Service and Repair

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Normandale Community College to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals 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 <https://www.minnstate.edu/vendors/index.html>. For this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

January 15th 2023

**REQUEST FOR PROPOSAL (RFP)
FOR
Elevator Repair and Maintenance**

Table of Contents

Section I. General Information

Background
Nature of RFP
General Selection Criteria
Selection Process
Selection and Implementation Timeline
Contract Term
Parties to the Contract
Contract Termination
Definitions
Applicable Law
Contract Assignment
Entire Agreement
Deviations and Exceptions
Informational Meeting
Duration of Offer
Authorized Signature
Proposal Rejection and Waiver of Informalities

Section II. Parties to the RFP

Normandale Community College

Section III. Vendor Requirements

Section IV. Response Evaluation.

Please refer to criteria listed in section IV

Section V. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors
Problem Resolution Process
Affidavit of Non-Collusion
Human Rights Requirements
Preference to Targeted Group and Economically Disadvantaged Business and Individuals
Veteran-Owned Preference
Insurance Requirements
Prevailing Wage Requirements
State Audit
Minnesota Government Data Practices Act
Conflict of Interest
Organizational Conflicts of Interest

Physical and Data Security

Section VI. RFP Response Submission

Submit the Following Forms:

Affidavit of Non-Collusion

Human Rights Certification Information and Affirmative Action Data Page

Veteran-Owned Preference Form

Equal Pay Certificate Form

Section I. General Information

Background

Minnesota State Colleges and Universities is the third-largest system of state colleges and universities in the United States. Minnesota State is comprised of 33 state colleges and universities with 54 campuses located in 47 Minnesota communities. Minnesota State serves approximately 340,000 students each year. Minnesota State employs more than 15,000 dedicated faculty and staff focused on student success. Minnesota State is an independent state entity that is governed by a 15-member Board of Trustees. For more information about the colleges and universities of Minnesota State, please view its website at www.minnstate.edu.

Normandale Community College students are incredibly diverse, with almost two-thirds of degree-seeking undergraduates coming from underrepresented groups: almost 25% have parents with no prior post-secondary education; more than 40% are low income and over 40% are students of color. Many of our students are young – over 2/3 of degree-seeking students are under 25. Our top feeder high schools are consistently Burnsville Senior High, Eden Prairie, Shakopee and John F. Kennedy Senior High. Most graduates (67%) continue their education within 1 year of graduation. The University of Minnesota – Twin Cities is the top transfer destination for these students. Normandale Community College is a great value. In 2018-19 our tuition and fees for a year of study were \$5,790, compared to \$14,417 at University of Minnesota – Twin Cities and an average of \$33,934 for private not-for-profit institutions within the state.

Nature of RFP

Normandale Community College is requesting proposals for the maintenance and repairs on the Nine (9) elevators on campus

Elevator Number	Location Name
ELEV1	College Services
ELEV2	Fine Arts
ELEV3	Library
ELEV4	Activities
ELEV5	Science
ELEV6	Kopp Student Center - Freight
ELEV7	Kopp Student Center -overlook
ELEV8	Partnership
ELEV9	Parking Ramp

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

Accordingly, Normandale Community College shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Normandale Community College's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost-effective manner. Normandale Community College reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of Normandale Community College. This RFP shall not obligate the Normandale Community College to award a contract or complete the proposed project and

it reserves the right to cancel this RFP if it is considered to be in its best interest.

General Selection Criteria

The Vendor shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section IV – “Response Evaluation.”

To allow for easier comparison of proposals during evaluation, proposals must contain the following sections and appendices and be arranged in consecutive order. Proposals shall be submitted as one document organized into sections as instructed below. The Vendor agrees and shall comply with all provisions and specifications as stated in this RFP unless otherwise stated in the Exceptions section of this RFP. Any additional cost or factors to meet a specification or requirement must be noted in the Exceptions section. Failure to respond to these requirements may result in the proposal being considered incomplete.

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

Minimum Criteria:

1. Has the bidder had experience working with Minnesota State or Higher Education related to this RFP.
2. Cover letter – with overall price of services (regular hours and cost per labor hour, overtime hours and cost per labor hour, and double time hours and cost per labor hour), and signature. Please include break out cost of:
 - a. Mechanic and technician pricing.
 - b. Travel time.

The contract is a three-year term please providing pricing for this Fiscal Year (FY) July 1st 2023-June 30th, 2024. Each FY the contractor will have an option to resubmit updated labor and service costs and an amendment will be issued. Billing will be due on a monthly basis.

3. A brief profile of the firm, including the following:
 - a. A brief history of the business
 - b. Organizational structure of business
 - c. Provide overview of the services and locations that are supported in your proposed solution(s).
 - d. The overall qualifications of the business and technicians to provide the services requested

Selection Process

The selection process includes: Patrick Buhl, Associate Vice President of Operations and Safety. Thomas McCluney, Assistant Facilities Manager. Nissa Passmore, Facilities Management Budget and Project Coordinator. Jon Hanson, Environmental Health and Safety Administrator. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

Tuesday, January 24th 2023	Publish RFP notice on <i>web</i>
Tuesday, February 14th 2023	Conduct Informational meeting
Tuesday, February 28 th 2023	Deadline for RFP questions
Tuesday March 7th, 3:00pm CT	Deadline for RFP Proposal submissions
Monday-Thursday, March 27 th -30 th 2023	Review RFP Proposals
Friday, April 3 rd 2023	Complete selection process
Tuesday, July 3 rd 2023	Deadline for executing contract

Contract Term

Normandale Community College desires to enter into a contract with the successful vendor(s) effective July 1st 2023. The length of such contract(s) shall be 3 years with a possible 1-year extension. If Normandale Community College and the vendor is unable to negotiate and sign a contract by July 3rd 2023, then Normandale Community College reserves the right to seek an alternative vendor(s).

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 Normandale Community College and the successful vendor(s).

Contract Termination

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

Definitions

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

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Normandale Community College.

School: Normandale Community College

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

Vendor: The firm selected by Normandale Community College as the successful responder(s) responsible to execute the terms of a contract.

Applicable Law

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

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the Patrick Buhl, Associate Vice President of Operations.

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

Informational Meeting

Minnesota State will hold a pre-award informational meeting on Tuesday, February 14th, 2023 from 10:00-11:00 p.m. CT in Conference Room B1604 at Normandale Community College, 9700 France Avenue South, Bloomington MN, 55431. All potential or interested responders must attend the mandatory informational meeting.

Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred ninety (190) calendar days from the date of the proposal opening unless extended by mutual written agreement between Normandale Community College and the vendor.

Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

Authorized Signature

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

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Normandale Community 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. Normandale Community College also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to:

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

Section II. Parties to the RFP

Normandale Community College

Section III. Vendor Requirements

- Monthly inspection and maintenance service to all campus hydraulic elevators.
- Annual inspection as per the Minnesota Department of Labor and Industry (DOLI) requirements.
- Logging in the inspection record logs of all inspections and work performed as required. Logs to be left in the elevator mechanical rooms.
- Have the ability to conduct testing procedures in accordance with the applicable ASME A17.1 standard at intervals specified or local code requirements.

- Knowledgeable ability to repair R&O, Otis, Schindler and Thyssen Krupp elevators.
- Ability to respond to campus elevator emergencies.
- Ability to respond quickly to “out of service needs”.
- The knowledge and ability to work with different manufactured equipment.
- Ability to do renovations and alterations.
- Adequate staff to perform elevator work at Normandale as required.
- Ability to submit estimates for required services.
- Monthly service rates provided for monthly inspection and maintenance work.
- Clear rates for travel time to Normandale, if applicable both in terms of time, mileage and employee pay for travel time.
- Hourly rates for non-maintenance repairs- include individual or team costs.
- Hourly rates for emergency call ins and weekend work.
- Must be able to respond to emergency calls (person stuck in elevator) within 1 hour of receiving call.
- During regular work day service (M-F, 8-4:30pm) calls must be responded to within four hours.
- Contractor is responsible for providing supplies and equipment needed for repairs.
- Clear % mark-up of all pricing of equipment for repairs from suggested retail pricing
- Follow any OSHA, EPA or MSDA guidelines as required.

Information Contact

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

Name: Nissa Passmore
 Title: Facilities Management Budget and Project Coordinator
 Address: 9700 France Ave S, Bloomington MN 55431
 Telephone: 952-358-8941
 E-mail address: nissa.passmore@normandale.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Normandale Community College shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and his/her telephone number and e-mail address. Anonymous inquiries will not be answered.

Section IV. Response Evaluation

The following criteria and their identified weight will be used by Normandale Community College evaluate the responses:

1. expressed understanding of proposal objectives (10%);
2. work plan (10%);
3. cost (70%);
4. qualifications of the vendor and its personnel (experience of personnel who are committed to work on the contract will be given greater weight than that of the company (10%);

Normandale Community College reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. Normandale Community College

does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the **Selection and Implementation Timeline** above.

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

Section V. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors

As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

If you are an independent contractor, Minn. Stat. §256.998 requires the state to report your name, address and social security number to the New Hire Reporting Center of the Minnesota Department of Human Services unless your contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

Problem Resolution Process

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

Affidavit of Non-Collusion

All responding vendors are required to complete the [Affidavit of Non-Collusion form](#) and submit it with the response.

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000 all responding vendors are required to complete the Human Rights [Workforce Certification](#) Information and Affirmative Action Data Page and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 660 Olive Street, St. Paul, MN 55155." All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

Equal Pay Certificate

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

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

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

Veteran-Owned Preference

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

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

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

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

Insurance Requirements

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the Normandale Community College's 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 Minnesota State 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, at limits not less than

\$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

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

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate
\$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
Name the following as Additional Insureds:
Board of Trustees of the Minnesota State Colleges and Universities
Normandale Community College

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

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

In addition, the following coverages should be included:

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

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

Any deductible will be the sole responsibility of the vendor and may not exceed \$50,000 without the written approval of Minnesota State. If the vendor desires authority from Minnesota State to have a deductible in a higher amount, the vendor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial

statements so that Minnesota State can ascertain the ability of the vendor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and vendor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by vendor to fulfill this requirement.

Additional Insurance Conditions:

- Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of vendor's performance under this contract;
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice, unless vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minnesota State;
- Vendor is responsible for payment of contract related insurance premiums and deductibles;
- If vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Vendor 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 vendor's policy limits to satisfy the full policy limits required by the contract.
-

Prevailing Wage Requirement

Minnesota Statutes Section 177.43, Subd. 3, requires the collection of payroll information, as further described below, for all Contracts or work under a work authorization, unless:

- the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete it, or
- the estimated total cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.

i. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this project contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry
Prevailing Wage unit
443 Lafayette Road N St. Paul, MN 55155

Phone: (651) 284-5091

E-mail: dli.prevwage@state.mn.us Web: www.dli.mn.gov

- ii The Contractor shall review the applicable Prevailing Wage Rate Requirements to determine the applicable prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay that are applicable to this project contract. A copy of the applicable Prevailing Wage Rate Determination Schedule, as published by Minnesota Department of Labor and Industry, can be found at the DOLI website for commercial construction. The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids.

C. Normandale Community College reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection by Normandale Community College and copies of policies must be submitted to Normandale Community College's authorized representative upon written request.

State Audit

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

Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected vendor. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

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

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

Conflict of Interest

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

Organizational Conflicts of Interest

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

Physical and Data Security

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13; and other applicable laws.

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

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

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

The vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State and Normandale Community College from any and all liabilities and claims resulting from the unauthorized

disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the "Authorized Representative" to be identified in the contract.

Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than, 3:00 p.m. CT on Tuesday, March 7th, 2023:

Institution: Normandale Community College
Name: Nissa Passmore
Title: Facilities Management Budget and Project Coordinator
Mailing Address: 9700 France Ave S, Bloomington MN 55431

The responder shall submit [1] copy of its RFP response and a USB Drive with the RFP response in Microsoft Word format. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. The one copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

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

Fax and e-mail responses will not be considered.

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

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