

MINNESOTA STATE COLLEGES AND UNIVERSITIES

PINE TECHNICAL AND COMMUNITY COLLEGE

REQUEST FOR PROPOSAL (RFP) FOR MOBILE ROBOTIC WELDING CELL

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Pine Technical and 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.

March 2023

**REQUEST FOR PROPOSAL (RFP)
FOR
MOBILE ROBOTIC WELDING CELL**

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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.

Pine Technical & Community College (PTCC) is a comprehensive college known for innovation and contributions to strengthen communities. We make college possible for those starting out or starting over. Whether a student seeks a career program, new skills or general education transferable to another college or community, PTCC is an excellent choice. The PTCC legacy of student commitment is a special one and we continue to maintain our focus on the success of each student and their educational journey. Our unique size allows us to personally connect with students and their stories.

Many exciting changes are happening at PTCC! We have more new programs, received national accreditation for our nursing programs and increased our transfer pathway options for those seeking to continue after PTCC in baccalaureate programs. At PTCC we continue to be focused on increasing the higher education attainment rate in our region.

For more information about Pine Technical & Community College, please view its website at Pine.edu.

Nature of RFP

Pine Technical and Community College is requesting proposals to procure a Mobile Robotic Welding Cell. This RFP is undertaken by Pine Technical and Community College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Pine Technical and Community College shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Pine Technical and Community College's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost-effective manner. Pine Technical and 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 Pine Technical and Community College. This RFP shall not obligate the Pine Technical and 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

General criteria upon which proposals will be evaluated include, but are not limited to, the following: *Mobile Robotic Welding Cell with a fixture table. The intent of this cell is to teach basic and advanced robotic welding concepts to both automation and welding students. The cell size will be approximately 60" x 60" x 72" tall. Any dimensions larger than this need to be approved by PTCC. The cell needs to be able to mechanically interface with PTCCs exhaust system. Weld cell to have moveable weld curtains attached to cell to protect against arc flash. The intent of this system is to be used to pick and place small*

parts into a fixture and be able to weld the simple assembly. There should be room for up to 3 fixtures on the fixture table. The system must be mobile via castors but stable while operating.

Selection Process

The selection process includes Vice President of Academic and Student Affairs, Faculty, College Lab Assistant and Campus Finance Office. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

Wednesday March 7, 2023	Publish RFP notice at https://www.minnstate.edu/vendors/index.html
Thursday, March 16, 2023	Last day to reach out to Information Contact with questions
Thursday, March 23, 2023 5:00 p.m. CT	Deadline for RFP proposal submissions
Monday, March 27, 2023	Review RFP proposals
Tuesday, March 28, 2023	Follow-up with individual responders, if necessary
Friday, March 31, 2023	Complete selection process
Friday, April 14, 2023	Deadline for executing contract

Contract Term

Pine Technical and Community College desires to enter into a contract with the successful vendor(s) effective April 14, 2023. The length of such contract(s) shall be one (1) year. If Pine Technical and Community College and the vendor is unable to negotiate and sign a contract by May 31, 2023, then Pine Technical and 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 Pine Technical and 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 Pine Technical and Community College.

School: Pine Technical and 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 Pine Technical and Community College as the successful responder(s) responsible to execute the terms of a contract.

Targeted group vendors: Certified targeted group responders/bidders will receive a six percent (6%) preference and certified economically disadvantaged responders/bidders will receive a four percent (4%) preference on the basis of award for this proposal/bid. Responders/bidders interested in becoming certified responders/bidders or verifying their status should call (651) 296-2600.

Veteran-Owned Business Enterprise (VO): Independent business which is at least 51% owned and operated by one or more veteran.

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 Janis Wegner, Campus Finance Officer.

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.

Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between Pine Technical and 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 Pine Technical and 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. Pine Technical and Community College also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

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

Section II. Parties to the RFP

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 Pine Technical and Community College and the successful vendor(s).

Section III. Vendor Requirements

Mobile Robotic Weld Cell

6 axis Welding Robot – Type Collaborative or Industrial**

*Payload 12 kg /26 lbs. *minimum*

*Reach 1440 mm / 56.7 in *minimum*

Degrees of freedom 6 rotating joints

Repeatability +/- 0.02 mm, with payload

Axis movement robot arm Working range Maximum speed

+/- .02mm repeatability

Typical Speed 1.3 m/Sec.

All necessary robot, welding and simulation software

Pendant with weld spatter resistant overlay

*** (If Industrial all required safety guarding, controls and or documentation must be included)*

End of Arm Tooling EOAT

Gripper 1

ability to pick 10lb part 3" wide opening qty 2

Welding Kit to be integrated with Robot

Welding Power Source(s) 177053-1 POWER SOURCE, MILLER AUTO CONTINUUM, 350, E/IP 1 EA

Wire Feeder(s) 177055-1

WIREFEEDER, MILLER AUTO CONTINUUM, LH 1 EA 147057-3 FEEDROLL KIT, .045, HARD WIRE,

MILLER AMD FEEDER 1 EA Feeder Control Cable(s) 178696-2 CABLE, CONTROL, WIREFEED

MANIFOLD ASSY, ACCUFAST/LASER TARGET, 4-PORT MANIFOLD W/MASTER CONTROL VALVE AND 2 CONTROLLED VALVES

FILTER KIT, FILTER/REGULATOR, 1/4 IN PORTS, INCLUDES MTG BRACKET, HARDWARE, AND 1/5M

1/4 IN HOSE & CONNECTORS

START UP KIT, BINZEL TCS-LC TORCH CLEANER, USE WITH ABIROB AIR COOLED TORCH

Machine Base

3500 lb capacity

H36-40" x W60" x L60"

swivel casters

Anti-Vibration floor mounts

SURFACE of machine base (fixture table) Nitride-coated worksurface with 5/8" diameter holes in a 2" grid pattern 5/8"-thick top with 1.7" slots between the plates to enable modular fixtures (if table is to vary from this specification, it needs to be approved by PTCC)

Peripheral Devices

All necessary cabling, weld hoses, etc.

Electrical

208 3phase input

Assembly

System to be assembled by vendor

Warranty

Technical and mechanical maintenance service provider

Training

Train the trainer type training

Curriculum

At minimum step by step operational manual with pictures to enable a safe setup and startup of one simple weld. More preferred.

UL Certification

UL Certification required

Delivery – Freight - Rigging

Freight to be included

If forklift unloading is required, contact PTCC for capabilities

Welding Consumables

PTCC – will provide weld gas

Vendor – to provide 1st roll of weld wire

Vendor – to provide reasonable extra consumables

Vendor – to provide all consumable parts part list

Special Notes

This system must be turnkey.

Information Contact

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

Name: Mike Colestock
Title: Vice President of Academic Affairs
Address: 900 4th Street SE Pine City MN 55063
Telephone: 320/629-5126
Fax: 320/629-5123
E-mail address: mike.colestock@pine.edu

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

Section IV. Response Evaluation

The following criteria and their identified weight will be used Pine Technical and Community College to evaluate the responses:

1. Adherence to MINNESOTA STATE Terms and Conditions (5%)
2. Service Plan Schedule and Cost (cost to include all vendor requirements previously outlined in Section III) (50%)
3. Qualifications of the vendor and its personnel (20%)
4. Training and ongoing support plan (10%)
5. Completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above (5%)
6. Previous service experience with company (5%),
7. Product availability (5%)
8. Total (100%)

In some instances, an interview will also be part of the evaluation process.

Pine Technical and 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. Pine Technical and 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 Pine Technical and 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 Declaration Page](#) 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.

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 Pine Technical and 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
Pine Technical and 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.

C. Pine Technical and 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 Pine Technical and Community College and copies of policies must be submitted to Pine Technical and 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 Pine Technical and 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 Pine Technical and 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.

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

Section VI. RFP Responses

Submission

Proposals must be received at the following address not later than Thursday, March 23, 2023 at 5:00 p.m. CT via email. Responses must be in Microsoft Word or Adobe PDF format. Attachment limits are 8 MB. If file sizes are too large, please create multiple smaller files and email them separately. Hyperlinks to submissions in cloud storage will not be accepted. All pages must be numbered and font size no smaller than 10-point. The email and the authorized representative of Minnesota State receipt time stamp will be used for consideration, not the senders.

Proposals received after the Proposal Deadline date and time will not be considered. If proposals are emailed, please indicate "RESPONSE TO RFP FOR MOBILE ROBOTIC WELDING CELL" within the subject line and body of the email.

Institution: Pine Technical and Community College
Name: Janis Wegner
Title: Campus Finance Officer
Mailing Address: 900 4th Street SE Pine City MN 55063
Email: janis.wegner@pine.edu

The responder shall submit 1 copy of its RFP response. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. 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.

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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**PROFESSIONAL/TECHNICAL
SERVICES CONTRACT**

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of [INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE] (hereinafter “Minnesota State”), and [INSERT CONTRACTOR’S LEGAL NAME AND FULL ADDRESS. DO NOT ONLY USE A PO BOX.], an independent Contractor, not an employee of the State of Minnesota (hereinafter “Contractor”).

WHEREAS, Minnesota State, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, Minnesota State is in need of professional/technical services, and

WHEREAS, the Contractor represents it is duly qualified and willing to perform the services set forth in this contract and

[DELETE THE FOLLOWING CLAUSES IF CONTRACTOR IS NOT AN INDIVIDUAL. IF CONTRACTOR IS AN INDIVIDUAL, THEY MUST BE INCLUDED.]

WHEREAS, the Contractor represents that he / she is not a current state employee, and

WHEREAS, the Contractor represents that he / she has not received an early separation incentive under Minnesota State Colleges and Universities Board Policy 4.11, Board Early Separation Incentive Program (BESI), during the one year post-separation period prior to the effective date of this contract.

NOW, THEREFORE, it is agreed:

1. TERM OF CONTRACT.

This contract is effective on [INSERT FULL DATE (e.g., January 29, 2022)] or upon the date the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until [INSERT FULL DATE (e.g., June 15, 2022)] or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The Contractor understands that no work should begin under this contract until all required signatures have been obtained

and the Contractor is notified to begin work by an authorized representative of Minnesota State.

2. **CONTRACTOR’S DUTIES. The Contractor will:**

[PROVIDE SUFFICIENT DETAIL IN THE DUTIES SO THAT YOU CAN HOLD THE CONTRACTOR ACCOUNTABLE FOR THIS WORK. DO THIS BY EITHER: 1) LISTING THE CONTRACTOR’S DUTIES, DELIVERABLES, AND COMPLETION DATES WITH PRECISE DETAIL HERE OR 2) USING AN EXHIBIT THAT CONTAINS THE PRECISE DUTIES AND DELIVERABLES, NOT THE “PROPOSAL”. YOU MUST INDICATE THAT AN EXHIBIT IS INCORPORATED INTO THE CONTRACT, SUCH AS “Perform the duties specified in Exhibit A, which is attached and incorporated into this contract.”]

3. **CONSIDERATION AND TERMS OF PAYMENT.**

a. **Consideration** for all services performed and goods or materials supplied by the Contractor pursuant to this contract shall be paid by Minnesota State as follows:

i. **Compensation** of *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g. Fifty and 00/100 Dollars (\$50.00) for eighty (80) hours. EXPLAIN HOW THE CONTRACTOR WILL BE PAID BY INSERTING A RATE OF PAY OR BREAKDOWN. EXAMPLES: “IN ACCORDANCE WITH THE BREAKDOWN OF COSTS AS SET FORTH BELOW.” NOTE: CAUTION MUST BE EXERCISED IF PAYMENT BY THE HOUR IS UTILIZED. IF DELIVERABLES CAN BE SUCCINCTLY DEFINED, IT IS GENERALLY PREFERABLE TO STRUCTURE PAYMENT BASED ON THE SUCCESSFUL COMPLETION AND ACCEPTANCE OF SPECIFIC TASKS OR DELIVERABLES.]*

ii. **Reimbursement** for travel and subsistence expenses actually and necessarily incurred by the Contractor in performance of this contract in an amount not to exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS (e.g. One Hundred Twenty and 00/100 Dollars (\$120.00)). IF NONE, INSERT “Zero Dollars (\$0.00)]* provided that Contractor shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current “[Commissioner’s Plan](#)” promulgated by the Commissioner of Employee Relations attached hereto. *[ATTACH IF APPLICABLE; DO NOT ATTACH IF NOT APPLICABLE]* The Contractor shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from an authorized representative of Minnesota State.

iii. The **total obligation** of Minnesota State for all compensation and reimbursement to the Contractor shall not exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS, e.g. Four Thousand One Hundred Twenty and 00/100 Dollars (\$4,120.00).]*

b. **Terms of Payment.**

i. Payment shall be made by Minnesota State promptly after the Contractor’s presentation of invoices for services performed and acceptance of such services by an authorized representative of Minnesota State. All services provided by the Contractor

pursuant to this contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Contractor shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by Contractor according to the following schedule:

[USE TERMS OR PHRASES SUCH AS WEEKLY, MONTHLY OR WITHIN CALENDAR DAYS FOLLOWING COMPLETION OF SERVICES OR IF THERE ARE SPECIFIC DELIVERABLES, PHASES, TASKS, LIST HOW MUCH WILL BE PAID FOR EACH.]

- ii. *[IF APPLICABLE, INSERT THIS CLAUSE.]* Payments are to be made from federal funds obtained by Minnesota State through Title _____ of the _____ Act of _____ (Public law and amendments thereto). If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by Minnesota State to the Contractor. In the event of such termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- iii. **Nonresident Aliens.** Pursuant to 26 U.S.C. §1441, Minnesota State is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). Minnesota State will withhold all required taxes unless and until Contractor submits documentation required by the Internal Revenue Service indicating that Contractor is a resident of a country with tax treaty benefits. Minnesota State makes no representations regarding whether or to what extent tax treaty benefits are available to Contractor. To the extent that Minnesota State does not withhold these taxes for any reason, Contractor agrees to indemnify and hold Minnesota State harmless for any taxes owed and any interest or penalties assessed.
- iv. **Entertainers.** Pursuant to Minnesota Statutes 290.9201, Minnesota State is required to withhold a **two percent (2%)** tax on the gross compensation, including reimbursable expenses, paid to non-Minnesota entertainers for any performance in Minnesota.

4. **AUTHORIZED REPRESENTATIVES.**

All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

- a. Authorized representative of Minnesota State for the purpose of administration of this contract is:

Name:
Address:
Telephone:
E-Mail:

Such representative shall have final authority for acceptance of the Contractor's services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause 3, paragraph b.

- b. The Contractor's authorized representative for the purpose of administration of this contract is:

Name:
Address:
Telephone:
E-Mail:

5. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by Minnesota State at any time, with or without cause, upon **thirty (30) days** written notice to the Contractor. In the event of such a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. Minnesota State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor within a reasonable time of Minnesota State receiving notice that sufficient funding is not available. Minnesota State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. Minnesota State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.**

The Contractor shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of Minnesota State.

7. **LIABILITY.**

The Contractor shall indemnify, save, and hold Minnesota State, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by Minnesota State, arising from the performance of this contract by the Contractor or

Contractor's agents or employees. This clause shall not be construed to bar any legal remedies the Contractor may have for the failure of Minnesota State to fulfill its obligations pursuant to this contract.

8. **WORKERS' COMPENSATION.**

The Contractor certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered Minnesota State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the obligation or responsibility of Minnesota State.

9. **PUBLICITY.**

Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor or its employees individually or jointly with others, or any subcontractors shall identify Minnesota State as the sponsoring agency and shall not be released prior to receiving the approval of an authorized representative of Minnesota State.

10. **MINNESOTA STATUTES §181.59.**

The Contractor will comply with the provisions of Minnesota Statutes §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no Contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

11. **DATA DISCLOSURE.**

a. 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.**

- b. **Independent Contractors.** Minn. Stat. §256.998 requires Minnesota State to report the name, address and social security number of independent Contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this 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.

12. **GOVERNMENT DATA PRACTICES ACT.**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Contractor and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Contractor or Minnesota State.

In the event the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify Minnesota State. Minnesota State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

13. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

- a. Minnesota State shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter "Materials").

The Contractor hereby assigns to Minnesota State all rights, title and interest to the Materials. The Contractor shall, upon request of Minnesota State, execute all papers and perform all other acts necessary to assist Minnesota State to obtain and register copyrights, patents or other forms of protection provided by law for the Materials. The Materials created under this contract by the Contractor, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall

be remitted to Minnesota State by the Contractor, its employees and any Subcontractors, and the Contractor shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of an authorized representative of Minnesota State.

- b. The Contractor represents and warrants that Materials produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The Contractor shall indemnify and defend, to the extent permitted by the Attorney General, Minnesota State at the Contractor's expense from any action or claim brought against Minnesota State to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Contractor shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the Contractor's or the opinion of Minnesota State is likely to arise, the Contractor shall, at the discretion of Minnesota State, either procure for Minnesota State the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

14. **ANTITRUST.**

The Contractor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

15. **JURISDICTION AND VENUE.**

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. **AMENDMENTS.**

Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

17. **STATE AUDITS.**

The books, records, documents, and accounting procedures and practices of the Contractor relevant to this contract shall be subject to examination by Minnesota State and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

18. **SURVIVAL OF TERMS.**

The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

19. **FORCE MAJEURE.**

No party to this contract shall be responsible for any delays or failure to perform any obligation under this contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the parties' duty to perform obligations shall be suspended.

a. **INSURANCE.** Contractor shall submit an *ACORD* Certificate of Insurance to an authorized representative of Minnesota State prior to execution of the Master Contract.

b. Contractor shall maintain and furnish satisfactory evidence of the following:

- i. **Workers' Compensation Insurance.** Contractor shall provide workers' compensation insurance for all its employees and, in case any work is subcontracted, Contractor shall 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.
- ii. **Commercial General Liability.** Contractor shall 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 Master Contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed under the Master Contract.

The minimum insurance amounts will be:

- \$2,000,000.00 per occurrence;
- \$2,000,000.00 annual aggregate applying per project or location;
- \$2,000,000.00 annual aggregate applying to Products/Completed Operations

In addition, the following coverages shall be included:

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

- Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent,
- Pollution Exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent,
- Independent Contractors (let or sublet work),
- Waiver of Subrogation in favor of Minnesota State,
- Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU).

Name the following as Additional Insureds, to the extent permitted by law:

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, the Architect and its agents as additional named insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

- iii. **Commercial Automobile Liability.** Contractor shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under the Master Contract, and in case any work is subcontracted the Contractor will require the subcontractors to maintain Commercial Automobile Liability insurance.

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 coverage shall be included:

- Owned, Hired, and Non-owned

c. Additional Insurance Conditions:

- Contractor'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 Contractor's performance under this Master Contract:
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice unless Contractor'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.
- Contractor is responsible for payment of Master Contract related insurance premiums and deductibles;

- Contractor’s policy(ies) shall include legal defense fees in addition to its liability policy limits;
- The insurance policies will be issued by a company or companies having an “A.M. Best Company” financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of the Master Contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the Master Contract.

20. HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRIMARY PLACE OF BUSINESS.

Minnesota State intends to carry out its responsibility for requiring equal pay by its Contractors.

- a. Covered Contracts and Contractors. If the amount of this contract is in excess of \$500,000.00 and the Contractor has 40 or more full-time employees in Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, the Contractor must comply with the requirements of Minnesota Statutes §363A.44 prior to contract execution. Contractor must obtain an [Equal Pay Certificate](#) from the Minnesota Department of Human Rights (MDHR) or claim an [exemption](#) prior to Contract execution. Contractor 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. A certificate is valid for four years.
 - i. Consequences. The consequences for the Contractor’s failure to secure and comply with Minnesota Statutes §363A.44 or make a good faith effort to do so, include but are but are not limited to, suspension or revocation of a certificate of Compliance by the Commissioner, and termination of all or part of this contract by the Commissioner or Minnesota State.
 - ii. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.44 and applicable rules and regulations and is aware of the consequences for noncompliance.

24. ENTIRE AGREEMENT.

This Contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This Contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.

25. **OTHER PROVISIONS.**

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR:

Contractor certifies that the appropriate person(s) have executed the contract on behalf of Contractor as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]:

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date