MINNESOTA STATE COLLEGES AND UNIVERSITIES

Metropolitan State University

March 16, 2020

REQUEST FOR PROPOSAL (RFP)
FOR
GROUNDS MAINTENANCE AND SNOW REMOVAL ON THE
SAINT PAUL CAMPUS

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Metropolitan State University to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on 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.
# REQUEST FOR PROPOSAL (RFP)
FOR
Grounds Maintenance and Snow Removal on Saint Paul Campus of Metropolitan State University

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Section I. General Information

Background

Minnesota State Colleges and Universities is the fifth-largest system of higher education in the United States. It is comprised of 31 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is governed by a 15 member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State Colleges and Universities, please view its website at www.minnstate.edu.

Metropolitan State University is a comprehensive urban university committed to meeting the higher education needs of the Twin Cities and greater metropolitan population.

The university will provide accessible, high-quality liberal arts, professional, and graduate education to the citizens and communities of the metropolitan area, with continued emphasis on underserved groups, including adults and communities of color.

Within the context of lifelong learning, the university will build on its national reputation for innovative student-centered programs that enable students from diverse backgrounds achieve their educational goals. The university is committed to academic excellence and community partnerships through curriculum, teaching, scholarship and services designed to support an urban mission.

Nature of RFP

METROPOLITAN STATE UNIVERSITY is requesting proposals to assist in developing a year-round grounds keeping maintenance program for the St. Paul campus that will include lawn, grounds, and plant maintenance, irrigation repair, and snow removal services. This RFP is undertaken by METROPOLITAN STATE UNIVERSITY pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, METROPOLITAN STATE UNIVERSITY shall select the vendor whose proposal, and oral presentation if requested, demonstrates in METROPOLITAN STATE UNIVERSITY’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. METROPOLITAN STATE UNIVERSITY reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of METROPOLITAN STATE UNIVERSITY. This RFP shall not obligate METROPOLITAN STATE UNIVERSITY to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.

Proposal Requirements

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

1) The VENDOR shall agree to provide appropriately licensed and qualified equipment operators to maintain grounds keeping/snow removal of the St. Paul campus over the three year period of this contract. The VENDOR shall agree to provide labor, supervision, skills, tools, equipment, transportation, training and services required to perform the specified work.
2) The VENDOR will provide the contact information for three references of clients/accounts that have a current contract (or contract during last season) for services with your company, and list the dollar amounts of the contracts. It is preferred that one or more of these contracts is with a college or university.

3) The VENDOR will have been in business for 10 years or more. In the proposal provide a brief history of your company, the number of staff and their experience.

4) METROPOLITAN STATE UNIVERSITY is participating with adjoining cities and communities across the country to clean up storm water and reduce flooding. This will improve our public waters for recreational and environmental uses. To this end, MSU requires that as part of the proposal, interested contractors respond in writing to the following criteria:

- The VENDOR will have procedures for controlling storm water impacts from lawn care, landscaping, and pest control. Please describe.
- The VENDOR’S lawn care staff will be educated on the hazards of improper waste disposal and ways to detect and eliminate illicit discharges
- The VENDOR will demonstrate the capacity to evaluate the use of alternative products, primarily pesticides, and herbicides, and will prevent their hazardous counterparts from being disposed of improperly and potentially contaminating storm water.
- The VENDOR will develop and/or continue procedures to ensure efficient ice and snow removal from parking lots and walkways while minimizing pollutant runoff.
- The VENDOR will demonstrate sustainable recommendations for plant materials on campus.

5) The VENDOR will provide a list of ground maintenance equipment and indicate what equipment and staff you would be using to complete ground maintenance services at Metropolitan State University. The VENDOR will prepare a schedule of lawn, plant and grounds maintenance according to the specifications on Attachment B (pg. 38).

6) The VENDOR will provide software solution for managing onsite times/data. The VENDOR will have demonstrated experience maintaining a public labyrinth. The VENDOR will include the maintenance of the Labyrinth and Community Garden in its grounds plan.

7) The VENDOR will provide a written summary of the company’s qualifications for completing the type of snow removal services requested by Metropolitan State University. Include a description of experience providing this level of service to accounts of similar size. Prepare a snow removal plan that accommodates the specifications in Attachment C (pg. 43).

Selection Process

The selection process includes: Director of Facilities, Security Director, Carpenter and Student Organizations and Activities Coordinator. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, March 16, 2020</td>
<td>Publish RFP notice in State Register</td>
</tr>
<tr>
<td>Tuesday, March 24, 2020, 10 AM</td>
<td>Mandatory Pre-Bid Meeting</td>
</tr>
<tr>
<td>Thursday, March 26, 2 PM</td>
<td>Deadline to submit questions</td>
</tr>
<tr>
<td>Tuesday, March 31, 2020</td>
<td>Deadline to respond to questions</td>
</tr>
<tr>
<td>Thursday, April 2, 2020, 2 PM</td>
<td>Deadline for RFP proposal submissions</td>
</tr>
</tbody>
</table>
Format for Proposals

Responses to this RFP must be made according to the requirements set forth in this section. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal.

All proposals must delivered in a sealed envelope marked “Ground Maintenance and Snow Removal Services Proposal” no later than Thursday, April 2, 2020, 2:00 p.m. CT.

Cover Letter shall be a maximum one-page cover letter and introduction, and shall include the name and address of the organization submitting the proposal, together with the name address, email and telephone number of the contact person who will be authorized to make representations for the company. The cover letter should also include the company’s Federal and State tax ID numbers, as well as a statement that the proposal is valid for 60 days after receipt.

Proposal shall be a maximum of ten (10) pages in length and shall include all the requested information noted in the “Proposal Requirements” section below.

The Proposal shall also include the following:

A. A statement (if applicable) that the responding business is certified as a:

   1. Targeted Group Business, in accordance with Minnesota Rules, part 1230.1810, subpart B
   2. Economically Disadvantaged Business, in accordance with Minnesota Rules, part 1230.1830

B. A statement that neither the responding business or its owners are currently debarred or suspended by federal government, the State of Minnesota or any of its departments or agencies or any other government entity.

The Proposal document shall be submitted in 8 ½ "x 11" paper format. The entire proposal cannot exceed eleven (11) pages, including the transmittal letter, but excluding mandatory attachments.

Authorized Signature

The proposal must be completed and signed in the contractor's name or corporate name, and must be fully and properly executed by an authorized representative of the business.
Pricing Structure

GROUNDS MAINTENANCE PRICING

<table>
<thead>
<tr>
<th>Grounds Maintenance</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Year 1: July 1, 2020 – June 30, 2021</td>
<td>$</td>
</tr>
<tr>
<td>2. Year 2: July 1, 2021 – June 30, 2022</td>
<td>$</td>
</tr>
<tr>
<td>3. Year 3: July 1, 2022 – June 30, 2023</td>
<td>$</td>
</tr>
<tr>
<td>4. Total for lines 1-3:</td>
<td>$</td>
</tr>
</tbody>
</table>

SNOW REMOVAL PRICING

Because the annual cost of Metropolitan State University’s snow removal service is paid by three (3) separate funding sources, the bidding contractor shall provide a proposed annual dollar amount for (A) the Parking Ramp and adjacent surface parking lot separate from the campus snow removal which includes (B) Student Center and (C) all sidewalks, service roads, the courtyard, Jason R. Carter Science Education Center, GROW-IT Center, Library parking and Seventh Street parking areas as indicated on the attached map.

<table>
<thead>
<tr>
<th>Snow Removal</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Year 1: July 1, 2020 – June 30, 2021</td>
<td>$</td>
</tr>
<tr>
<td>6. Year 2: July 1, 2021 – June 30, 2022</td>
<td>$</td>
</tr>
<tr>
<td>7. Year 3: July 1, 2022 – June 30, 2023</td>
<td>$</td>
</tr>
<tr>
<td>8. Total for lines 5-7:</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL COST FOR LINES 4 &amp; 8:</td>
<td>$</td>
</tr>
</tbody>
</table>

Contract Terms

METROPOLITAN STATE UNIVERSITY desires to enter into a Maintenance/Service Master contract (See Attachment A) with the successful vendor(s) effective July 1, 2020. The length of such contract(s) shall be Three (3) Years with the option to offer Two (2) One-Year extensions to the contract through June 30, 2025. If METROPOLITAN STATE UNIVERSITY and the vendor are unable to negotiate and sign a contract by June 1, 2020, then METROPOLITAN STATE UNIVERSITY 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 METROPOLITAN STATE UNIVERSITY 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 METROPOLITAN STATE UNIVERSITY.

School: METROPOLITAN STATE UNIVERSITY

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 METROPOLITAN STATE UNIVERSITY as the successful responder(s) responsible to execute the terms of a contract.

Saint Paul Campus: The campus of METROPOLITAN STATE UNIVERSITY located in the Dayton’s Bluff area of East Saint Paul, Minnesota.

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 CHIEF FINANCIAL 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.
Mandatory Pre-award Vendors Conference

Minnesota State will hold a mandatory pre-award vendors’ conference on Tuesday, March 24, 2020 from 10-11:00 a.m. CT in Founders Hall Room L118. All potential or interested responders must attend the conference.

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 METROPOLITAN STATE UNIVERSITY and the vendor.

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

Authorized Signature

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

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or METROPOLITAN STATE UNIVERSITY to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. METROPOLITAN STATE UNIVERSITY 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

METROPOLITAN STATE UNIVERSITY

Section III. Vendor Requirements

See Attachment B - Lawn and Grounds Schedule of Duties
See Attachment C - Snow Removal Specifications and Requirements

Information Contact

METROPOLITAN STATE UNIVERSITY’s agent for purposes of responding to inquiries about the RFP is:

    Name: Chris Maas
    Title: Director of Facilities
    Address: 700 E. Seventh Street, Saint Paul, MN 55106
    Telephone: 651-793-1711
Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and METROPOLITAN STATE UNIVERSITY shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must be emailed to Chris Maas at the above email address and include the name of the questioner and his/her e-mail address. No phone calls will be accepted. Anonymous inquiries will not be answered.

Section IV. Response Evaluation

The following criteria and their identified weight will be used by METROPOLITAN STATE UNIVERSITY to evaluate the responses:

- Company profile and Staffing - qualifications of the vendor, and experience of personnel who are committed to work on the contract; three references. (15 points)
- Completeness, thoroughness and detail of response as reflected by the proposal’s discussion and coverage of all elements of work in this RFP (15 points);
- Work plan (up to 30 points) – describe understanding of services required by Metropolitan State University, what difficulties or challenges vendor foresees in delivering services and how it expects to manage these challenges. Also vendor will describe how it will communicate with Director of Facilities and/or designated maintenance staff.
- Pricing (20 points) - vendor will provide separate pricing for winter services and summer services for each year of the contract. All three years of winter and three years of summer pricing will be added for a total price.

<table>
<thead>
<tr>
<th>Grounds Maintenance</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Year 1:</td>
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<tr>
<td>Year 2:</td>
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<tr>
<td>Year 3:</td>
<td></td>
</tr>
<tr>
<td>Grounds Maintenance Total:</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Snow Removal</th>
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</thead>
<tbody>
<tr>
<td>Year 1:</td>
<td></td>
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<tr>
<td>Year 2:</td>
<td></td>
</tr>
<tr>
<td>Year 3:</td>
<td></td>
</tr>
<tr>
<td>Snow Removal Total:</td>
<td></td>
</tr>
</tbody>
</table>

| Overall Grounds & Snow Removal Total: |      |

The lowest Total Base Bid will receive the maximum - 25 points. Points will be awarded to each of the other proposals by dividing the lowest proposal by each of the other proposal costs. The answer will always be a fraction, less than 1. That will be the fraction of 25 points that will be awarded to that bid proposal.

Here is an example: The maximum points awarded for Total Base Bid is: 25. Assume that he lowest proposed price is $100. That Proposal receives 25 points. The second lowest price is $125. Divide $100 by $125. This equals .8. Multiply .8...
x 25 = 20. 20 is the number of points to be awarded to that Proposal. The third Proposal is $140. Divide $100 by $140. This equals .71. Multiply .71 x 25 = 17.75 (round to the nearest whole number). 18 is the number of points to be awarded to that Proposal.

- Environmental responsiveness (15 points)
- Preference, Targeted Group, Economically Disadvantaged Business and Individuals/Preference, Service Disabled / Veteran-Owned Business and Individuals (5 points)

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

Metropolitan State University reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. Metropolitan State University 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 Metropolitan State University 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 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 Metropolitan State University'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
  - Metropolitan State University

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

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

In addition, the following 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. Metropolitan State University 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 Metropolitan State University and copies of policies must be submitted to Metropolitan State University’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 Metropolitan State University.

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

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

**Section VI. RFP Responses**

**Submission**

Sealed proposals must be received at the following address not later than 2:00 p.m. CST on Thursday, April 2, 2020.

Proposals shall be delivered to:

Location: Metropolitan State University
Name: Chris Maas, Director of Facilities
Address: Founders Hall, Room 321
Metropolitan State University
St. Paul, MN 55106-5000

**Late responses will not be considered.** No public reading of the proposals will be made.

The responder shall submit four (4) copies 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. Each copy of the proposal must be unbound and signed in blue ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

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.
STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);

2. That the attached proposal submitted in response to the ________________________ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;

3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder’s Firm Name: __________________________________________

Authorized Signature: _____________________________________________

Date: __________________________________________________________

Subscribed and sworn to me this _______ day of ___________

Notary Public: _________________________________________

My commission expires: ________________________________
NOTICE TO CONTRACTORS
AFFIRMATIVE ACTION
CERTIFICATION OF COMPLIANCE

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

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

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

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

<table>
<thead>
<tr>
<th>BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Your response will be rejected unless your business:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)</td>
</tr>
<tr>
<td>- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.</td>
</tr>
<tr>
<td>Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>- We have a current Certificate of Compliance issued by the MDHR. <strong>Proceed to BOX C. Include a copy of your certificate with your response.</strong></td>
</tr>
<tr>
<td>- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on __________________ (date). <strong>Proceed to BOX C.</strong></td>
</tr>
<tr>
<td>- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. <strong>We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.</strong> (See below for contact information.)</td>
</tr>
</tbody>
</table>

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

<table>
<thead>
<tr>
<th>BOX B – For those companies not described in BOX A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check below.</td>
</tr>
<tr>
<td>- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. <strong>Proceed to BOX C.</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BOX C – For all companies</th>
</tr>
</thead>
<tbody>
<tr>
<td>By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)</td>
</tr>
<tr>
<td>Name of Company: ___________________________ Date ___________________________</td>
</tr>
<tr>
<td>Authorized Signature: ___________________________ Telephone number: ___________________________</td>
</tr>
<tr>
<td>Printed Name: ___________________________ Title: ___________________________</td>
</tr>
</tbody>
</table>

For assistance with this form, contact:
Minnesota Department of Human Rights, Compliance & Community Relations
Freeman Building, 625 Robert Street North, Saint Paul, MN 55155
Phone: 651-296-5663 Toll Free: 800-657-3704
Fax: 651-296-9042 TTY: 651-296-1283
Web: mn.gov/mdhr
Email: compliance.mndh@state.mn.us

Affirmative Action Certification Page, Revised 6/11 – MDHR
MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

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

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

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

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

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

DISABLED INDIVIDUAL CLAUSE

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

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

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

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

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

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

NAME OF COMPANY: ______________________________________________

AUTHORIZED SIGNATURE: _________________________________________

TITLE: __________________________________________________________

DATE: __________________________________________________________

Revised 1/22/09
Equal Pay Certificate Application

- We are in compliance with Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Minnesota Human Rights Act, and the Minnesota Equal Pay Act for Equal Work Law.
- The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors, within each of the major job categories in your EEO-1 report. If you are not required to file an EEO-1 report, taking into account mitigating factors, the average compensation for female employees is not consistently below the average compensation for male employees within your organization.
- We make hiring, retention and promotion decisions without regard to gender, nor do we limit employees based on gender to certain job classifications.
- We promptly correct wage and benefit disparities.
- We evaluate wages and benefits (annually) (two year period) (other, please specify) to ensure compliance with the above identified laws.
- In determining our employee compensation we use: (check below)
  ___ Market pricing approach
  ___ State prevailing wage or union contract requirements
  ___ Performance pay system
  ___ An internal analysis
  ___ Other method (please specify) __________________________________________
  __________________________________________

Enclosed is our application fee of $150, made payable to the “Minnesota Department of Human Rights.”

In signing below, I affirm that I am the Board Chairperson or Chief Executive Officer and that the above information to the best of my understanding is accurate and complete.

______________________________       ___________________________       __________
Signature                      Print Name                          Date

______________________________       ___________________________
Business Name                   Business Address
STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM

In accordance with Minn. Stat. §16C.16, subd. 6a, the Minnesota State may award up to a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

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

1. Principal place of business is in Minnesota.

   and

2. The United States Department of Veterans Affairs verifies the business as being a veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

Statutory requirements and appropriate documentation must be met by the solicitation response due date and time to be awarded the veteran-owned preference. The preference applies only to the first $500,000 of a solicitation response.

Claim the Preference

By signing below I confirm that:

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

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

Name of Company: _____________________________ Date: __________________________

Authorized Signature: _____________________________ Telephone: __________________________

Printed Name: _____________________________ Title: __________________________

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.
STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]

MAINTENANCE/SERVICE MASTER CONTRACT
[NOT BUILDING CONSTRUCTION OR REMODELING]

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], 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 services; and

WHEREAS, Minnesota State is in need of maintenance or services that are not related to building or facilities construction or remodeling; and

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

[DELETE THE FOLLOWING TWO 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 shall be effective on [INSERT FULL DATE (e.g., January 29, 2013)] 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 30, 2013)] 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 by Minnesota State’s authorized representative that it may begin work. The term of any work authorization issued under this Maintenance/Service Master Contract may not extend beyond the expiration of this Master Contract.

2. **CONTRACTOR’S DUTIES AND SCOPE OF WORK.**
   a. The CONTRACTOR may be requested by Minnesota State to perform any of the following services under individual work authorizations:
[INSERT SUFFICIENT DETAIL SO THAT CONTRACTOR CAN BE HELD ACCOUNTABLE FOR THIS WORK. ATTACH ADDITIONAL PAGE(S) IF NECESSARY AND LABEL THE ATTACHMENT.]

A complete detailed description of required work will be furnished in each work authorization issued. Work authorizations issued to CONTRACTOR are incorporated as part of this Master Contract.  [ANY WORK AUTHORIZATION OR OTHER NOTICE TO BEGIN WORK MUST INCLUDE PREVAILING WAGE REQUIREMENTS WITHIN THE DOCUMENT, IF APPLICABLE. YOU MUST CHECK:  www.dli.mn.gov/LS/PrevWageComm.asp TO INCLUDE THE PREVAILING WAGE RATES, PREVAILING HOURS OF LABOR, AND HOURLY BASIC RATES OF PAY FOR ALL TRADES AND OCCUPATIONS REQUIRED FOR ANY PROJECT, AND, IF APPLICABLE, INCLUDE IN ANY WORK AUTHORIZATION PRIOR TO AUTHORIZING A CONTRACTOR TO BEGIN WORK.]

b. CONTRACTOR understands that only upon receipt of a work authorization shall CONTRACTOR begin work under this Master Contract. Any and all effort, expenses, or actions taken before the work authorization is issued is not authorized under Minnesota Statutes and is undertaken at the sole responsibility and expense of CONTRACTOR.

c. CONTRACTOR shall comply with all time requirements described in a work authorization. In the performance of work pursuant to this Contract, time is of the essence.

d. CONTRACTOR understands that this Master Contract is not a guarantee of a work authorization. Minnesota State has determined that it might have need for the services under this Master Contract, but Minnesota State does not commit to issuing a work authorization or spending any money with CONTRACTOR.

e. CONTRACTOR and all of its Subcontractor(s) shall comply with the Labor Standards and Wages requirements of Minnesota Statutes Chapter 177 as applicable. [YOU MUST CHECK: www.dli.mn.gov/LS/PrevWageComm.asp TO INCLUDE THE PREVAILING WAGE RATES, PREVAILING HOURS OF LABOR, AND HOURLY BASIC RATES OF PAY FOR ALL TRADES AND OCCUPATIONS REQUIRED FOR ANY PROJECT, AND, IF APPLICABLE, INCLUDE IN ANY WORK AUTHORIZATION PRIOR TO AUTHORIZING A CONTRACTOR TO BEGIN WORK THIS MASTER AGREEMENT.]

f. 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
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 at www.dli.mn.gov/LS/PrevWageComm.asp. 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.

iii. Hours of labor
Pursuant to Minnesota Statutes 177.43:
(1) no laborer or mechanic employed directly on the project work site by the contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work of the project, is permitted or required to work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and
(2) a laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

Exceptions
This requirement does not apply to wage rates and hours of employment of laborers or mechanics who process or manufacture materials or products or to the delivery of materials or products by or for commercial establishments which have a fixed place of business from which they regularly supply processed or manufactured materials or products. This section applies to laborers or mechanics who deliver mineral aggregate such as sand, gravel, or stone which is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

Posting
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. Each contractor and subcontractor performing work on a public project shall keep the information posted on the project in at least one conspicuous place for the information of the employees working on the project.

Penalty
It is a misdemeanor for an officer or employee of the state to execute a contract for a project without complying with this section, or for a contractor, subcontractor, or agent to pay any laborer, worker, or mechanic employed directly on the project site a lesser wage for work done under the contract than the prevailing wage rate as stated in the contract. This misdemeanor is punishable by a fine of not more than $700, or imprisonment for not more than 90 days, or both. Each agent or subcontractor shall furnish to the contractor evidence of compliance with this section. Each day a violation of this section continues is a separate offense.

Examination of records; investigation
The Department of Labor and Industry shall enforce this section. The department may demand, and the contractor and subcontractor shall furnish to the department, copies of any or all payrolls. The department may examine all records relating to wages paid laborers or mechanics on work to which sections 177.41 to 177.44 apply.

The Contractor and subcontractors shall comply with Minnesota Statutes 177.41-.44. To facilitate compliance pursuant to the Statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project
would be secured and are included and published in the Contract Specifications. Any wage determinations that are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the Minnesota Department of Labor and Industry. Therefore, no inference may be drawn from the omission of a classification which has local usage.

**Prevailing wage violations**

Upon issuing a compliance order to an employer pursuant to section 177.27, subdivision 4, for violation of sections 177.41 to 177.44, the commissioner shall issue a withholding order to the contracting authority ordering the contracting authority to withhold payment of sufficient sum to the prime or general contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the contracting authority must withhold the sum ordered until the compliance order has become a final order of the commissioner and has been fully paid or otherwise resolved by the employer.

During an investigation of a violation of sections 177.41 to 177.44 which the commissioner reasonably determines is likely to result in the finding of a violation of sections 177.41 to 177.44 and the issuance of a compliance order pursuant to section 177.27, subdivision 4, the commissioner may notify the contracting authority of the determination and the amount expected to be assessed and the contracting authority shall give the commissioner 90 days' prior notice of the date the contracting authority intends to make final payment.

iv. Pursuant to Minnesota Statutes Section 177.43, Subd. 3, all contractors and subcontractors shall submit to the Owner’s contracting entity copies of payrolls that contain all the date required by Minnesota Statutes §177.30. Contractors and subcontractors shall use Form Minnesota State073 for this purpose.

v. Keeping Records; Penalty:

1. every employer subject to Minnesota Statutes Section 177.21 to 177.44 must make and keep a record of:
   a. the name, address, and occupation of each employee;
   b. the rate of pay, and the amount paid each pay period to each employee;
   c. the hours worked each day and each workweek by the employee;
   d. for each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the employer shall furnish under oath signed by an owner or officer of an employer to the contracting authority and the project owner every two weeks, a certified payroll report with respect to the wages and benefits paid each employee during the preceding weeks specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs; and
   e. other information the commissioner finds necessary and appropriate to enforce sections 177.21 to 177.435. The records must be kept for three years in or near the premises where an employee works except each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the records must be kept for three years after the contracting authority has made final payment on the public works project.
2. The commissioner may fine an employer up to $1,000 for each failure to maintain records as required by this section. This penalty is in addition to any penalties provided under section 177.32, subdivision 1. In determining the amount of a civil penalty under this subdivision, the appropriateness of such penalty to the size of the employer’s business and the gravity of the violation shall be considered.

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

   a. Consideration for all services performed and goods or materials supplied by the CONTRACTOR for all work authorizations issued pursuant to this Master Contract shall be paid by Minnesota State as follows:

      i. **Compensation of** [INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS PER HOUR FOR EACH SERVICE IDENTIFIED, e.g., Fifty and 00/100 Dollars ($50.00) per hour for XYZ task]

      ii. 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)].

      iii. Check one box below as applicable.

         _____ Funds are encumbered on this contract and the encumbered amount is $_______________________.

         _____ No funds are encumbered at this time and payment will be certified by purchase order. [IF THIS BOX IS CHECKED, WRITE “NOT APPLICABLE” IN THE ENCUMBRANCE SIGNATURE BLOCK.]

   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 Minnesota State’s authorized representative. All services provided by the CONTRACTOR under work authorizations issued pursuant to this Master 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:

         1. [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.]

         2. **Retainage.** No more than ninety percent (90%) of the amount due will be paid by Minnesota State until all the services under this Contract or applicable work authorization have been reviewed by Minnesota State’s authorized representative. The balance due will be paid when Minnesota State’s authorized representative determines that CONTRACTOR has satisfactorily fulfilled all the terms of the Contract or applicable work authorization.

      ii. **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.

4. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to work authorizations, purchase orders, or cancellation of this Master Contract must be sent to the other party’s authorized representative.

   a. Minnesota State’s authorized representative for the purpose of administration of this Master Contract is:

      Name:
      Address:
      Telephone:
      E-Mail:
      Fax:

      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 III, paragraph B.

   b. The CONTRACTOR’S authorized representative for the purpose of administration of this Master Contract is:

      Name:
      Address:
      Telephone:
      E-Mail:
      Fax:

5. **CANCELLATION AND TERMINATION.**

   a. This Master 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 Master 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 in this Master Contract. 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 Master 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 Master 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 attorneys’ fees incurred
by Minnesota State, arising from the performance of this Master 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 Minnesota State’s failure to fulfill its obligations pursuant to this Master 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 Minnesota State’s obligation or responsibility.

9. **MINNESOTA STATUTE §181.59.**

The Contractor will comply with the provisions of Minnesota Statute §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.

10. **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.

11. **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.

[IF THE SERVICES PROVIDED BY CONTRACTOR INCLUDE ACCESS TO, STORAGE, OR TRANSMISSION OF EDUCATION RECORDS OR EDUCATION DATA, CONTACT THE OFFICE OF GENERAL COUNSEL FOR ADDITIONAL CONTRACT PROVISIONS REGARDING DATA SECURITY. IF YOU HAVE ANY OTHER PRIVACY CONCERNS ABOUT THIS CONTRACT, PLEASE CONTACT THE OFFICE OF GENERAL COUNSEL.]

12. INTELLECTUAL PROPERTY. The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (“MATERIALS”) 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 Minnesota State’s opinion is likely to arise, the CONTRACTOR shall, at Minnesota State’s discretion, 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.

13. 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 Master Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

14. JURISDICTION AND VENUE. This Master 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 Master Contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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

16. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this Master 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.

17. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation or termination of this contract: 7. Liability; 10., Data Disclosure; 11., Government Data Practices Act; 12., Intellectual Property; 14., Jurisdiction and Venue; and 16., State Audits.

18. INSURANCE.
   a. CONTRACTOR shall submit an ACORD Certificate of Insurance to Minnesota State's authorized representative 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.
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, Under Ground (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.

d. Minnesota State reserves the right to immediately terminate this Master Contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by Minnesota State and copies of policies must be submitted to Minnesota State's authorized representative upon written request.

19. **AFFIRMATIVE ACTION REQUIREMENTS FOR CONTRACTS IN EXCESS OF $100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.**

[DELETE THIS CLAUSE IF THE TOTAL CONTRACT VALUE IS UNDER $100,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.]

Minnesota State intends to carry out its responsibility for requiring affirmative action by its CONTRACTORS.

a. Covered Contracts and Contractors. If the contract exceeds One Hundred Thousand and 00/100 Dollars ($100,000.00) and the contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the CONTRACTOR does not have a Certificate of Compliance, said CONTRACTOR must certify that it is in compliance with federal affirmative action requirements.

b. Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

c. Minnesota R. 5000.3400-5000.3600.
   i. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

Minnesota State RFP Template-OGC Revised December 9, 2014
ii. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

3. In the event of the Contractor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

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

5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

iii. Consequences. The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or Minnesota State.

iv. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statutes § 363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

20. **EQUAL PAY CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF $500,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRIMARY PLACE OF BUSINESS.**

[DELETE THIS CLAUSE IF THE TOTAL CONTRACT VALUE IS UNDER $500,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.]

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 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.

21. OTHER PROVISIONS.

(*DELETE THIS CLAUSE IF THERE ARE NO ADDITIONAL PROVISIONS TO THE CONTRACT.*)

(*ATTACH ADDITIONAL PAGE(S) IF NECESSARY.*)

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 Statute §16A.15.

By (authorized signature and printed name)

Title

Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES
[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]:

Minnesota State RFP Template-OGC Revised December 9, 2014
4. **AS TO FORM AND EXECUTION:**

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ATTACHMENT B:

Lawn and Landscape Maintenance Specifications

THIS AGREEMENT, made today by and between Metropolitan State University and Vendor. Whereas, Metropolitan State University desires to hire Vendor to perform the work described in Attachments A-B, attached hereto and hereby made a part hereof and the Contractor desires to perform such work for the consideration agreed upon herein, the parties do hereby agree as follows:

Scope of work

Vendor agrees to furnish the labor, materials and equipment necessary to perform the work as described below.

Communication:

Vendor will provide the Metropolitan State University with a full time, dedicated representative to provide Landscape Management advice and to consult in the areas of horticulture, sustainable plant care, irrigation and snow removal. The Metropolitan State University will provide Vendor with a site manager, or at least one primary contact person. The intent here is to keep lines of communication open and to insure the success of this specification. Where possible, the crews working on site will check in with the designated University staff person assigned as liaison.

Lawn and Grounds Schedule of Duties – April 1- October 31

A. Spring Clean Up

1. To be completed once annually by May 15. (Weather permitting)
2. Blowing out and removing debris in shrub beds and tree wells.
3. Brooming and blowing sand accumulations from turf areas along boulevards.
4. Blowing, sweeping or vacuuming leaves from curbs, sewer grates, turf and beds.
5. Repairing sod damage caused by Vendor during snow removal operations. The primary method of repair shall be sod replacement.

B. Fall Clean Up

1. To be completed once annually between October 7th & November 1st (weather permitting). To include the removal of leaves and debris from the turf and bed areas; however, removal of flowers from beds will not be part of this operation.
2. Cutting back of certain perennial species that do not provide winter interest and disposal of said material.
3. Additional clean ups may be ordered, it is understood that this contract contains only one fall cleanup. The cost of additional clean ups will be agreed upon by both parties prior to beginning of work.
C. Mowing

1. Mowing lawns, as needed, to maintain a well-kept appearance, however it shall be unnecessary for Vendor to mow more than once every seven days. Spot mowing or site detailing will be done as determined by Vendor during hot, dry, cold periods, uneven or slow growth.

2. Excess clippings will be blown or removed as needed, to ensure a neat appearance after mowing. Patios and drive surfaces will be cleaned of grass clippings at the time of mowing, along with trimming grass along building foundations, rocks, lamp poles and other objects.

3. Vendor will employ a bi-directional method of cutting to maintain a professional appearance of the grounds and limit tracking and/or damage to the turf areas.

4. Mowing height will be 3” for the majority of the growing season. The Vendor may adjust mowing height during periods of slow or uneven growth to protect the turf grass.

D. Weeding

1. Weeding mulch beds throughout the summer, both manually and chemically. Metropolitan State University agrees to keep all mulch beds in a properly maintained condition so that weeding costs are reasonable.

2. Two applications of broadleaf weed pre-emergent will be made, the first by May 1, the second by July 1 to all plant bed areas to minimize weeding. Additional periodic crack / crevice control to the brick terrace areas surrounding New Main building during the growing season.

3. Crack and crevice control as necessary including rock beds, sidewalks, paved surfaces and terraces.

E. Policing the grounds

1. Policing the grounds at the time of mowing including picking up debris such as cans, paper, etc. three (3) times per week ex. Mon, Wed (cutting day) and Friday.

2. Grounds will be kept free of debris and will be thoroughly picked up twice every week during the season.

3. Excessive trash clean up due to repeated trash problems, tires etc. will be addressed on a time & materials basis. Other waste such as pet droppings problems to be handled on a case by case basis.

4. Mechanical sweeping of all parking lots and Parking Ramp Levels 1-5 to be completed bi-annually (spring and fall).

F. Inspections

1. Inspecting the grounds weekly after each mowing by one of the Vendor’s management team.

G. Turf fertilization & weed control

1. Fertilizer applications will be done on all fine turf areas 4 times per season. The schedule for service will be on the following schedule:
Round 1: May 15th (containing Crabgrass Pre-Emergent)
Round 2: July 15th
Round 3: September 15th
Round 4: October 15th

*All fertilizers will be phosphorous free, slow-release in nature and a minimum of 1 lb. of Nitrogen per 1,000sf of turf will be applied. Use of herbicides that are environmentally and pet friendly, neonicotinoid free are strongly recommended.*

2. The weed control applications for the fine turf areas will be done **three (3) times** per season. The schedule for service will be done on the following schedule:

   Round 1: May 15th (Crabgrass Pre-Emergent)
   Round 2: June 1st
   Round 3: September 1st

**H. Edging**

1. Slicing the concrete walks and curb lines with a vertical slice edger will be done **five (5) times** per season to give the property a crisp, clean appearance.

2. Blowing or sweeping all debris from the edging operations and properly disposing of debris.

3. All areas where fine turf grass abuts concrete surfaces will be edged; asphalt boundaries are excluded from edging operations.

**I. Care of David Barton Memorial Garden and Community Labyrinth**

1. Cut labyrinth grass with push mower; maintain 21/2” height.

2. Edge labyrinth grass 5 times a season.


4. Monitor irrigation to maintain green appearance of labyrinth grass.

**J. Tree & Shrub Care**

1. Shaping and trimming of ornamental shrubbery will be done **2 times** per season to increase the health, vigor and natural shape of the plant. Ornamental shrubs in the common areas up to a height of 8’ will be sheared to within 1” of the previous year’s growth.

2. Hedged areas on site to be trimmed four times per season.

3. Pruning will not be done while the flowering shrubs are in full bloom.

4. The evergreen shrubs will be trimmed once per season.

5. Reconstructive pruning of trees and shrubs to be done at an additional charge.
6. Maintaining the base of the trees and shrubs in a manner designed to provide a neat appearance, including the removal of weeds and unsightly sprouts from around the base as well as using herbicide to reduce the growth of weeds around the trunk.

7. Certain species will be rejuvenate-pruned annually to maintain structure and eliminate woody growth, i.e. spirea, dogwood and viburnum.

8. Removal of twigs and branches to be completed once per week.

9. Mulch all campus gardens and plantings biannually beginning in July 2020.
   - Mulch all campus gardens and plantings in Priority 1 areas annually beginning in July 2020. (see attached map)
   - Mulch all campus gardens and plantings in Priority 2 areas bi-annually beginning in July 2020. (see attached map)

K. Aeration

1. Common turf areas will be core-aerated one time per season to a depth of no more than 2.5 inches. ALL AERATED AREAS WILL BE TOPDRESSED WITH PREMIUM KENTUCKY BLUEGRASS SEED AT A RATE OF 2LBS/1,000SF.

2. Underground lines not buried properly may be damaged (i.e. irrigation lines and heads, cable TV, gas, electric, etc.). If damages occur, Metropolitan State University agrees not to hold Vendor responsible.

L. Tree & Shrub Fertilization

1. Deep root feeding of woody plant material will be done one time per season. Fertilizer will contain properly balanced nutrients for the season.

2. This fertilizer will be applied under high pressure at a depth of approximately 15 inches to ensure proper root uptake.

3. For plant health considerations, deep root feeding will not be done between July 15th and September 1st.

M. Material Cost

1. Materials used in the performance of the proposed duties will be paid for by Vendor. Examples of this would be fuel, herbicide and fertilizer.

2. Metropolitan State University shall pay for other items including hoses, water for lawns, sprinklers or other items deemed necessary to keep a pleasing appearance to the area.

N. Irrigation Service

1. Spring Start Up:
   a. Testing and tuning the irrigation system.
   b. Adjusting the controller to current watering conditions.
   c. Setting the controller to current city water requirements.
2. Service Program:
   a. The systems will be started, run zone by zone and visually inspected three times per month.
   b. The controllers will be inspected and adjusted for proper water requirements.
   c. This service also includes general maintenance on items such as clogged nozzles, loose and/or maladjusted heads, or heads not retracting properly.
   d. Adjust systems on a weekly basis to compensate for excessive dry or wet conditions as necessary.

3. Fall Shut Down:
   a. Complete winterization of the system.
   b. Vendor will identify, tag and date all irrigation shut-off valves with clearly marked identification.
   c. This system will be guaranteed for spring operation; however, this guarantee does not apply to systems that have damage other than freeze damage, or to systems with a leaking feed valve or in the case of when water has entered the system after the shut down, this to be determined by Vendor and will be void if the seal is broken prior to the spring inspection.

4. Repairs:
   a. **Major repairs which are unrelated to general maintenance** (i.e. vandalism, main line breaks, controller replacement, cut lines, valve replacement, etc.) will be reported to the Metropolitan State University and repaired at the hourly rate plus the cost of parts. Vendor will provide Director of Facilities with estimate of cost based on Time and Materials for any work outside contracted services, and approval to proceed before starting that work.

O. Tree Wrapping
   1. Smooth bark trees under 4” diameter such as hard maple, linden etc. will be wrapped by November 30.

P. Seasonal Change of Plants
   1. Seasonal change of 22 campus planters - 4 times a year (Spring, Summer, Fall & Winter). Per 16”x16” planter.

_It is understood that The Contractor will play a strong role in making landscape recommendations to Metropolitan State University to reduce maintenance costs and enhance the performance of the specifications outlined above._
ATTACHMENT C

Snow Removal Requirements

Whenever mention is herein made of a service to be provided in accordance with laws, ordinances, building codes, underwriter’s codes or similar expressions, the requirements of these laws, ordinances, etc., shall be considered as the minimum requirements of the specifications unless greater requirements are specifically indicated otherwise. If any ambiguity or apparent conflict within these specifications arises, then the statement requiring the greater quantity, superior quality, or condition most favorable to the University shall take precedence.

Scope of Services (November 1 – March 31)

1. The contractor shall provide snow and ice removal of the Parking Ramp, parking lots, service road, building entrances, sidewalks, walkways, stairways and Plaza areas of the campus. See attached map and priority level clearing plan.

2. The contractor shall furnish all labor, equipment, machinery, materials, tools and supervision to successfully complete snow and ice removal services stated herein.

3. The contractor shall furnish approximately 21 salt buckets to be placed seasonally by door entrances and to be maintained from Oct. 15th -April 15th.

4. The contractor shall plow the Parking Ramp, parking lots, Student Center service road, alleys, and exterior Plaza areas upon the accumulation of 1.0 inch or greater of snowfall, or if snowfall with blowing conditions has accumulated in drifts that impact normal use of the campus. The contractor shall remove all snow and ice as necessary to ensure a safe means of travel to and from these areas.

5. Private university sidewalks, city sidewalks, campus walkways, campus stairways, and campus building entrances will be shoveled at a trigger depth of one-half inch (.50”).

6. For snowfalls up to 8”, plowing and shoveling will be completed by 6am. For accumulations of 8-12”, the time deadlines extend 6 daylight hours.

7. The contractor shall remove all snow from all surface parking lots and the Parking Ramp as necessary to maintain accessibility of all parking stalls. All snow will be removed from the site within 24 hours of an event unless permission is granted by the director of facilities to extend the time. Vehicles occupying parking spaces shall not be plowed/blocked in. The contractor shall take necessary steps to ensure all snow and ice on levels 1 thru 4 are cleared by 6:00am seven (7) days a week of the Parking Ramp. Level 5 clearing operations can be delayed up to 24 hours past the commencement of the snow clearing operations of the previous day. The contractor shall be responsible for removing the chunks of snow and ice that fall off vehicles and equipment while they are onsite clearing snow from the Parking Ramp and parking lots. The contractor shall provide an off-site dumping area for the snow removed from the surface parking lots and Parking Ramp.

8. The contractor shall provide curb clearing of sidewalks at crosswalks. The contractor shall keep snow levels behind all curbs at the traffic intersections of the streets and internal circulation areas below the level needed for clear visibility. The contractor may leave windrows between the street and sidewalk in designated areas provided the contractor ensures the snow level of these windrows is kept below the level needed for clear viability at the traffic intersection of the streets. No snow is to be placed or stacked over curb lines in any areas. Any turf damage to areas where
snow has been stacked over curb lines will be the responsibility of the vendor to be replaced with sod. All snow is to be placed in designated surface areas to be hauled off site.

9. All plowing, shoveling and de-icing is to be done with appropriate materials and equipment, and performed by qualified personnel. Equipment, materials and techniques must be used so that the grounds and landscaping are not damaged.

10. Only polyurethane cutting edges shall be used in the Parking Ramp on all trucks and skid steer loaders. Only non-metal hand shovels shall be used to clear snow on all paver walkways, except that it is also permissible to use small walk behind snow blowers on the paver walkways provided they have no metal scraper blades, skid shoes or any other metal parts that contact the ground. Walk-behind sweepers may also be used on the non-porous pavers. No heavy equipment shall be driven on the paver walkways.

11. The contractor shall apply de-icing material on the Parking Ramp, parking lots, sidewalks, walkways, stairways and exterior Plaza areas as necessary to keep these areas safe. Magnesium chloride shall be used as the ice melt product, with the only exception being that calcium magnesium acetate must be used on the paver walkways and concrete walkways in the Plaza areas. No rock salt shall be used anywhere at the University. The contractor shall provide the University grounds crew staff with a constant supply of magnesium chloride and magnesium acetate for their use. Contractor will provide a barrel of de-icing product at the Library East and South entrances, New Main 7th Street Entrance, New Main courtyard entrances, Founders Hall entrances and St. John’s entrances.

12. Vendor must respond to University service calls within 30 minutes. Calls may be initiated by Safety Officers, Maintenance staff, or Building Services Directors.

13. All generators, transformers, flag poles and onsite hydrants will be snow free and accessible.

14. The contractor shall be held liable for damage caused during their work, including but not limited to damage to concrete, asphalt, pavers, buildings, fencing, irrigation system, signage, lighting, landscaping, and vehicles. The contractor agrees that all property damage will be reported to Metropolitan State University Facilities Management within twenty-four (24) hours. Any damage that impacts the normal operations of the University in any way shall be reported immediately. It is the contractor’s obligation to perform a walk-through of the University before the start of each season and to notify Facilities Management of any pre-existing damage in order to ensure the contractor is not assumed to have caused the damage.

15. The contractor shall replace all damaged sod, trees and other plant materials no later than May 20th each year.

16. The contractor shall be responsible for developing, initiating, maintaining and supervising all safety programs required for their employees to ensure compliance with all applicable Federal, State and local safety laws, rules, regulations, and codes. It is the responsibility of the contractor to ensure that the work contemplated by this RFP is performed in a safe and workmanlike manner, and in compliance with general safety standards for the performance of such work as stipulated by the Occupational Safety Health Administration (OSHA), and by any similar regulatory body or professional association.
ATTACHMENT D: Grounds Maintenance Mulch Priority Map
ATTACHMENT E: Snow Removal Priority Map

Saint Paul Campus

Legend
- Parking Ramp and Lot
- Two-hour Library Parking
- Permit Only Parking
- Campus and Johnson

Legend
- Priority 1 = 7:00 AM
- Priority 2 = 8:00 AM
- Maintain Ongoing = 7:00 AM - 10:30 PM