REQUEST FOR QUALIFICATIONS (RFQ)

FOR

Roof Maintenance and Leak Repair

SPECIAL NOTE: This Request for Qualifications (RFQ) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or St. Cloud State University to award a contract or complete the proposed project and each reserves the right to cancel this RFQ 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 RFQ format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFQ. 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 RFQ by posting notice of the change(s) on Minnesota State’s Vendor & Supplier website for RFQ’s https://www.minnstate.edu/vendors. For this RFQ, 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 QUALIFICATIONS (RFQ)
## FOR
### Roof Maintenance and Leak Repair

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REQUEST FOR QUALIFICATIONS
Roof Maintenance and Leak Repair
ADVERTISEMENT FOR QUALIFICATIONS

Notice is hereby given that Offers will be received by the Director of Purchasing, St. Cloud State University, until Thursday, March 4, 2021 3:00PM CST the purpose of a Roof Maintenance and Leak Repair, according to the specifications on file at:

St. Cloud State University
Business Office – Purchasing Department
Administrative Services 122
Edward J. Mears, Director of Purchasing – ejmears@stcloudstate.edu

Offers are to be submitted electronically to the Director of Purchasing at the above address and clearly marked, “Roof Maintenance and Leak Repair”. St. Cloud State University reserves the right to reject any and all Offers and to waive any informalities contained in such Offers.

Dated at St. Cloud, Minnesota, this 4th day of February, 2021.

________________________________________
Edward J. Mears
Director of Purchasing
Section I. General RFQ Information

1.1 Background

Minnesota State is the third-largest system of higher education in the United States. It is comprised of 30 two-year and 7 four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 350,000+ students each year. The Minnesota State 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 please visit Minnesota State’s website at www.minnstate.edu.

St Cloud State University is a public university founded in 1869 above the Beaver Islands on the Mississippi River in St. Cloud, Minnesota. The university is one of the largest schools in the Minnesota State Colleges system, which is the largest provider of higher education in Minnesota. SCSU has over 200 academic programs, 60 graduate degrees and education abroad choices on six continents emphasizing hands-on learning through community engagement and close interaction with professors. A regional comprehensive university, SCSU has more than 12,600 students and nearly 125,000 alumni. For more information please visit SCSU’s website at www.stcloudstate.edu.

1.2 Nature of RFQ

St Cloud State University hereinafter also referred to as “University” or “SCSU” is requesting qualifications for Roof Maintenance and Leak Repair.

This RFQ is undertaken by St Cloud State University pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, St Cloud State University shall select the vendor or vendor(s) whose qualification(s), and oral presentation(s) if requested, demonstrate in St Cloud State University’s sole opinion, the clear capability to best fulfill the purposes of this RFQ in a cost effective manner. St Cloud 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 St Cloud State University. This RFQ shall not obligate St Cloud State University to award a contract or complete the proposed project and it reserves the right to cancel this RFQ if it is considered to be in its best interest.

1.3 Selection Committee

The selection process includes Facilities Management Contract Administrator, Facilities Construction Coordinator, and Building Services Manager. This group will evaluate the qualifications and make final decisions.
The selection process, in some instances, may require an interview. The University reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview.

The 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 dates identified in Section 1.4 of this RFQ.

1.4 Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
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<tbody>
<tr>
<td>Thursday, February 4, 2021</td>
<td>Publish RFQ notice</td>
</tr>
<tr>
<td>Wednesday, February 10, 2021</td>
<td>Conduct Mandatory pre-proposal vendor conference</td>
</tr>
<tr>
<td>Friday, February 19, 2021</td>
<td>Deadline for RFQ questions from vendors</td>
</tr>
<tr>
<td>Wednesday, February 24, 2021</td>
<td>Answers to RFQ questions on web site</td>
</tr>
<tr>
<td>Thursday, March 4, 2021</td>
<td>Deadline for RFQ proposal submissions</td>
</tr>
<tr>
<td>Friday-Tuesday, March 5-9, 2021</td>
<td>Review RFQ proposals</td>
</tr>
<tr>
<td>Monday-Friday, March 8-12, 2021</td>
<td>Meet with individual responders</td>
</tr>
<tr>
<td>Friday, March 12, 2021</td>
<td>Complete selection process and initiate contract</td>
</tr>
<tr>
<td>Friday, March 19, 2021</td>
<td>Targeted date to finalize contract</td>
</tr>
</tbody>
</table>

1.5 Vendor Questions

Vendor questions must be submitted via email by Friday, February 19, 2021, to:

Ted Mears, Director of Purchasing
St Cloud State University
Email: ejmears@stcloudstate.edu

Other persons are not authorized to discuss RFQ requirements before the proposal submission deadline and the School shall not be bound by and responders may not rely on information regarding RFQ requirements obtained from non-authorized persons.

Questions must include the name, telephone number and e-mail address of the questioner. Anonymous inquiries will not be answered. Answers will be posted on Minnesota State’s Vendor & Supplier website for RFQ’s https://www.minnstate.edu/vendors by the date indicated in Section 1.4 of this RFQ.

1.6 Definitions

Wherever and whenever the following words or their pronouns occur in this proposal, they shall have the meaning given here:
1.7 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 University’s chief financial officer 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 university 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 university 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.

1.8 Pre-Proposal Vendors Conference

St Cloud State University will hold a virtual (Zoom) mandatory pre-proposal vendors conference on Wednesday, February 10, 2021, 2:00pm CST as listed in 1.4. It is mandatory for interested responders attend the conference. If you would like to attend the pre-proposal vendor conference send an email to Ted Mears at ejmears@stcloudstate.edu before the date listed in 1.4.

1.9 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 St Cloud State University and the vendor.

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

The proposal must be completed and signed in the firm's name, corporate name of the vendor, or 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.

1.11 Vendor Notifications Related to RFQ Responses

A. Vendors are hereby notified that neither Minnesota State nor the School shall be responsible for any of the costs incurred by any vendor or potential vendor in their preparation of the proposal documents or for any visits to campus. All such costs are the responsibility of the vendor.

B. By responding to this RFQ Vendors agree to indemnify, save and hold Minnesota State, the School, its agents and employees harmless from any and all claims or causes of action arising from their proposal and performance of any subsequent contract by Vendor or Vendor’s agents or employees. This clause shall not be construed to bar any legal remedies Vendors may have for the School’s failure to fulfill its obligations pursuant to this agreement.

1.12 Interviews

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

St Cloud 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. St Cloud 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.

If deemed necessary by the University, interviews and site visits may also be held as part of the evaluation process.

1.13 Proposal Rejection and Waiver of Informalities

This RFQ does not obligate the Minnesota State system, its Board of Trustees or St Cloud State University to award a contract or complete the proposed project and each reserves the right to cancel this RFQ if it is considered to be in its best interest. St Cloud State University also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to:

a. reject any and all proposals received in response to this RFQ;
b. select a proposal for contract negotiation other than the one with the lowest cost;
c. negotiate any aspect of the proposal with any vendor;
d. terminate negotiations and select the next most responsive vendor for contract negotiations;
e. terminate negotiations and prepare and release a new RFQ;
f. terminate negotiations and take such action as deemed appropriate;
g. select a proposal(s) with one or more qualified vendor for negotiation.

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. The vendor selection and contract award shall be made in the best interest of the University. Accordingly, the University shall select the vendor(s) whose proposal(s), and oral presentation(s), if requested, demonstrate in the University’s sole opinion, the clear capability to best fulfill the purposes of this RFQ in a cost-effective manner.

This RFQ shall not obligate the University to award a contract or complete the proposed project and the University reserves the right to cancel this RFQ if it is considered to be in its best interest.

The 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 Section 1.4 of this RFQ.

1.14 Material Ownership and Disposition of Responses

All materials submitted in response to this RFQ shall become property of the University and Minnesota State and will become public record after the evaluation process is completed and an award decision made. Disqualification of a responder does not curtail this right. Responses to this RFQ will not be open for public review until the University awards, fully executes, and contract becomes active.

If responders submit information in response to this RFQ that they believe to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute 13.37, responders must:

a. Clearly mark all trade secret materials in response at the time the response is submitted.
b. Include a statement in the response justifying the trade secret designation for each item.
c. Defend any action seeking release of the materials believed to be trade secret and indemnify and hold harmless Minnesota State, the University, and its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the University’s award of the contract. In submitting a response to this RFQ, the vendor agrees that this indemnification survives as long as the trade secret materials are in the possession of the University.
The University will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

1.15 Cost of Proposal

The University will not be liable for any costs incurred by responders in preparation of a proposal answering this request for proposal.

1.16 Withdrawal of Proposal

Proposals may be withdrawn in writing and submitted by facsimile, mail, e-mail, or hand delivery form the Vendor prior to the deadline for receipt of proposals. No oral withdrawals will be accepted.

Section II. Vendor Requirements

The work to be completed under this contract shall consist of furnishing all labor, tools, materials, equipment and all else necessary to legally and correctly maintain, repair leaks, and/or replace cedar, built-up, EPDM, TPO, and sheet metal roofs on all owned buildings throughout the St Cloud State University campus. This contract is intended for low slope roof including built-up, EPDM, or TPO as well as steep slope roof including wood shingle style roof or sheet-metal roof and also includes various other roofing-related accessories. This contract DOES NOT include asphalt shingle system repair or replacement. Venders will comply with all state, federal, and campus safety standards.

A complete detailed description of required work will be furnished in each work authorization issued. Work authorizations issued associated with the contract will not exceed $75,000.00.

Proposals must the vendor’s ability to:

A. Provide skilled labor and include the name, title, and telephone number of the vendor’s principal who will serve as the point of contact. A complete list of all key personnel may be requested prior to finalizing the contract.
B. Provide all tools, equipment, and materials required for the work described in Section 2.1.
C. Vendors will provide at least 5 local references and examples of recently completed work.
D. Express an ability to comply with Minnesota State’s Roofing Design Standards located at Roofing Design Standards located at roof-design-standard-3rd-edition-9-17.pdf (minnstate.edu)

Section III. General Contract Requirements

3.1 Contract
The contract entered into by the University and the successful vendor may include this Request for Proposal, the signed Proposal submitted by the successful vendor, any modifications agreed to in writing by the parties and the Contract document. (A sample contract is attached and made a part and requirement of this RFQ as Exhibit H. Please pay careful attention to the legal notifications and requirements contained therein. Any alterations made to the sample contract must be submitted with the RFQ response and will be reviewed by Minnesota State prior to signing and executing the final contract). All other communication between the parties, whether oral or written, with the exception of Amendment, with reference to the subject matter of this Contract is void and superseded.

3.2 A Notice to Vendors and Contractors

As a condition of this contract, CONTRACTOR is required by Minnesota Statute §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, Minnesota Statute §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.

3.3 Contract Term

St Cloud State University desires to enter into a contract with the qualified vendor(s) to be effective Friday, March 19, 2021 for 5 years. If the University and the vendor are unable to negotiate and sign a contract by Friday, March 19, 2021, then the University reserves the right to seek an alternative vendor(s).

3.4 Parties to the Contract

Parties to this contract shall be the Minnesota State and its Board of Trustees acting though and on behalf of St Cloud State University and the successful vendor(s) according to the terms set forth herein. A representative of the University will be responsible for the administration of the Contract, and referred to as the “Authorized Representative”.

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

3.6 **Applicable Law**

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

3.7 **Contract Assignment**

A contract or any part hereof entered into as a result of this RFQ shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the University’s authorized representative named in the contract.

3.8 **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.

3.9 **Problem Resolution Process**

A formal problem resolution process will be established in the contract to address issues raised by either St Cloud State University or the vendor.

3.10 **Affidavit of Non-Collusion**

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

3.11 **Human Rights Requirements**

For all contracts estimated to be in excess of $100,000 over a five (5) year period 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.
3.12 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, toll free at 1-800-657-3704, MN Relay at 711 or 1-800-627-3529, or at compliance.MDHR@state.mn.us.

3.13 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.

3.14 Veteran-Owned Preference

In accordance with Minnesota Statute § 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 Minnesota Statute § 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.
3.15 Insurance Requirements

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the St Cloud 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
     - St Cloud 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 8.4 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. St Cloud 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 St Cloud State University and copies of policies must be submitted to St Cloud State University's authorized representative upon written request.

3.16 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.

3.17 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 RFQ 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 RFQ 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 RFQ, 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.

3.18 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 St Cloud 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 St Cloud 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.

3.19 Reimbursements

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

3.20 Liability

The vendor agrees to indemnify and save and hold the University, its agents and employees, harmless from any and all claims or causes of action arising from performance of any resulting contract by Vendor or Vendor’s agents or employees. This clause shall not be construed to bar any legal remedies Vendor may have for the University’s failure to fulfill its obligations pursuant to contract.

3.21 Americans with Disabilities Act Compliance (hereinafter “ADA”)

The vendor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. 12101, et. Seq. and regulations promulgated pursuant to it. The School is NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
3.22 **Non-Discrimination**

In connection with the performance of work under contract for the University, vendor agrees not to discriminate against any Minnesota State employee or student because of race, color, religion, national origin, sex, marital status, status with regard to public assistance disability, or age.

3.23 **Licenses, Codes and Laws**

The successful Contractor shall have and maintain a valid and appropriate business license, if applicable, as well as all required local, state and federal licenses. Contractor shall also meet all local, state and federal codes and comply with all applicable federal and state laws during the performance of the contract.

3.24 **Safety**

The vendor will comply with all State and Federal laws applicable to this service as they relate to employee safety and customer safety.

3.25 **Indemnification**

The Contractor shall indemnify, defend or hold the University harmless:

1.) from and against any claim or demand by third persons for loss, liability or damage, including claims for property damage, personal injury or wrongful death, arising out of any accident thereto occasioned by any act or nuisance made or suffered on the Premises, or by any fire or other destructive force on the Premises or growing out of or caused by any failure on the part of the Contractor to maintain the Premises in a safe condition and shall reimburse the University for all costs and expenses in connection with the defense of such claims; and

2.) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the nonobservance or non-performance of any of the terms, covenants and conditions in the Contract or the rules, regulations, ordinances and laws of the United States or the State of Minnesota.

---

**Section IV. RFQ Responses**

4.1 **Submission**

Sealed proposals must be received at the following address not later than Thursday, March 4, 2021 3:00PM CST. Proposals will be opened at this time. Vendors are welcome to attend the opening but are not required.

Project: RFQ response for **Roof Maintenance and Leak Repair**
Institution: St Cloud State University
Name: Ted Mears
Title: Director of Purchasing
Mailing Address: ejmears@stcloudstate.edu

The responder must submit the response according: One response to the RFP in a pdf or docx format with all required forms. At this time, we are not requiring Exhibit B to be notarized but may require before finalizing the contract.

Proposals are to be delivered to ejmears@stcloudstate.edu with the responder’s name and “RESPONSE TO RFQ FOR Roof Maintenance and Leak Repair” within the subject line and within the body of the email. Proof of authority of the person signing must accompany the response. Minnesota State, its employees, officers or agents shall not be responsible for any pre-opening of post-opening of any proposal not properly addressed and identified as “RESPONSE TO RFQ Roof Maintenance and Leak Repair.”

Proposals received after this date and time will be returned to the responder unopened. Faxed responses will not be considered.

4.2 Proposal Content

a. Failure to submit proposals in accordance with the RFQ requirements will be grounds for rejection.
b. Respond in order to all of the items listed in Section II of the RFQ and provide written point by point narrative responses to each of the proposal requirements.
c. All required forms, tables, and attachments to this RFQ must be completed in their entirety as applicable, in ink or typewritten/word-processed, signed and notarized where applicable, and attached to the vendor’s proposal upon submission.
d. The Proposal Offering Form must be signed in blue or black ink by an authorized member of the firm.
e. Vendor must warrant that the proposed solution meets or exceeds all specifications contained or referenced herein.
f. In presenting a proposed solution, vendor should be as thorough and detailed as possible so that the School may properly evaluate the vendor’s capability to provide the required services.
g. Deviations from and exceptions to terms, conditions, specifications or the manner of this RFQ 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 RFQ. A vendor’s failure to raise an issue related to the terms, conditions, specifications or manner of this RFQ 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 RFQ.
h. Vendor remains solely responsible for the accuracy of the proposal as to system performance, material quality and material quantity. Vendor should clearly indicate any items to be used in its implementation that are expected to be provided by the School.
i. Prices and terms of the proposal as stated must be valid for the entire length of any resulting contract, unless changes are made through mutual consent.

j. The University reserves the right to waive technicalities or irregularities, to accept any portion of a response when responses are by items, to reject any or all responses, and to make arrangements for the best interest of the School.

k. All costs associated with the service proposed must be made explicit in the vendor’s response. Any costs incurred by the vendor in the completion of any award issued on the basis of this proposal, but not explicitly stated in the vendor’s response, shall not be payable.

l. Vendor must indicate acknowledgement and acceptance of contract language. Any alterations made to the sample contract must be submitted with the RFQ response and will be reviewed by Minnesota State prior to signing and executing the final contract.

4.3 General Selection Criteria

a. Proposal: ........................................................................................................ 20%
   • Proposals not meeting requirements stated in the RFQ may be eliminated from further consideration.

b. Qualifications, experience, personnel and equipment: .............................................. 40%

c. Proposed Services: .......................................................................................... 40%
   • Proposal demonstrates understanding, ability and commitment to meet University requirements and timeframes
     ○ Response plan for emergency calls
     ○ Response plan for non-emergency calls

4.4 Response Evaluation

The following criteria and their identified weight will be used by St Cloud State University to evaluate the responses:

1. Expressed understanding of proposal objectives........................................... (20%);
2. Response Plan to Emergency ................................................................. (20%);
3. Cost in relation to qualifications/level of service provided ................................ (20%);
4. Completeness, thoroughness and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed above.......................... (15%);
5. Consistency of the proposed solutions to St Cloud State University’s present and future needs.............................................................................................................. (13%);
6. Preference, Targeted Group, Economically Disadvantaged Business and Individuals(6%); and
7. Preference, Service Disabled / Veteran-Owned Business and Individuals .......... (6%)
EXHIBIT A – PROPOSAL OFFERING FORM

ST. CLOUD STATE UNIVERSITY
REQUEST FOR QUALIFICATIONS

Roof Maintenance and Leak Repair
PROPOSAL OFFERING FORM

In compliance with this Request for Qualifications, the undersigned acknowledges that I have read and understand all the conditions imposed herein and offer and agree to furnish the services in accordance with the attached proposal or a mutually agreed upon by subsequent negotiation.

Name of Firm: ____________________________________________________________

Address: ________________________________________________________________

City: ________________________________________________________________

State: ___________________________ ZIP: ________________________________

Telephone: __________________________________________________________

Federal ID: __________________________________________________________

State ID: __________________________________________________________

Name: ________________________________________________________________

Signature: ____________________________________________________________

Title: ________________________________________________________________

Date: _________________________________________________________________

E-mail: ________________________________________________________________
EXHIBIT B – AFFIDAVIT OF NON-COLLUSION

STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION

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

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

2. That the attached proposal submitted in response to the ________________________ Request for 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: ________________________________
EXHIBIT C – STATE OF MINNESOTA – AFFIRMATIVE ACTION CERTIFICATION

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, Griggs Midway Building, 540 Fairview Ave N, Suite 201, Saint Paul, MN 55104.

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, Griggs Midway Building, 540 Fairview Ave N, Suite 201, Saint Paul, MN 55104.
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.

**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.

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

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:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**

- 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). **Proceed to BOX C.**

- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**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.

**BOX B** – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

**BOX C** – For all companies

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.)

Name of Company: ____________________________ Date: __________________________

Authorized Signature: _______________________ Telephone number: ________________

Printed Name: ____________________________ Title: ____________________________

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

Minnesota Department of Human Rights, Compliance & Community Relations
Griggs Midway Building, 540 Fairview Ave N, Suite 201, Saint Paul, MN 55104
Phone: 651-593-1100 Toll Free: 800-657-3704
Fax: 651-296-9042 TTY: 651-296-1283
Web: mn.gov/mdhr
Email: compliance.mndh@state.mn.us
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 Minnesota Statute §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 Minnesota Statute §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 Minnesota Statute § 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.
## TYPE OF EXPENSE

<table>
<thead>
<tr>
<th>TYPE OF EXPENSE</th>
<th>REIMBURSEMENT ALLOWANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>State-owned vehicle not available (full IRS rate)</td>
<td>56.0 cents per mile</td>
</tr>
<tr>
<td>State-owned vehicle available but declined (IRS rate less 7.0 cents)</td>
<td>50.5 cents per mile</td>
</tr>
<tr>
<td>Tolls and parking fees</td>
<td>Actual cost</td>
</tr>
<tr>
<td>Commercial transportation (air, taxi, rental car, etc.) plus reasonable gratuities</td>
<td>Actual cost for mode and class of transportation authorized</td>
</tr>
<tr>
<td>Specially equipped personal van – provides wheelchair access (IRS rate plus 9.0 cents)</td>
<td>66.5 cents per mile</td>
</tr>
<tr>
<td>Motorcycle</td>
<td>No reimbursement applicable</td>
</tr>
<tr>
<td>Personal aircraft</td>
<td>1.27 cents per mile</td>
</tr>
<tr>
<td>Overnight lodging</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Laundry and/or dry-cleaning after one week in continuous travel status</td>
<td>Actual cost; not to exceed $16.00 per week</td>
</tr>
<tr>
<td>Work-related long distance telephone calls</td>
<td>Actual cost</td>
</tr>
<tr>
<td>Personal telephone calls</td>
<td>Actual cost up to maximum number of nights away times $3.00</td>
</tr>
<tr>
<td>Special expenses (e.g. conference fees, banquet tickets)</td>
<td>Actual cost with prior approval</td>
</tr>
<tr>
<td>Meals and plus reasonable gratuities:</td>
<td>Actual cost up to maximums</td>
</tr>
<tr>
<td>☐ Breakfast (in travel status overnight or leave home before 6:00 a.m.)</td>
<td>Breakfast $9.00</td>
</tr>
<tr>
<td>☐ Lunch (in travel status and more than 35 miles from work station) ☐ Dinner (in travel status overnight or return home after 7:00 p.m.)</td>
<td>Lunch $11.00</td>
</tr>
<tr>
<td></td>
<td>Dinner $16.00</td>
</tr>
<tr>
<td>Outside the contiguous 48 United States or in predesignated/pre-identified metropolitan areas*</td>
<td>Breakfast $11.00</td>
</tr>
<tr>
<td></td>
<td>Lunch $13.00</td>
</tr>
<tr>
<td></td>
<td>Dinner $20.00</td>
</tr>
<tr>
<td>Meal “bunching” allowed: Two or more consecutive meals reimbursed up to the combined maximum. Dinner and breakfast the following morning are considered consecutive meals. Meals provided as part of a conference or other program are not considered and “break” the string of consecutive meals.</td>
<td></td>
</tr>
<tr>
<td>Expenses that are not travel related (e.g., supplies, copy charges, fax charges)</td>
<td>Actual cost</td>
</tr>
</tbody>
</table>
## Metropolitan Areas

See listing on next page.

<table>
<thead>
<tr>
<th>Metropolitan Area</th>
<th>Including:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atlanta, GA</td>
<td>Clayton, De Kalb, Fulton, Cobb and Gwinnett Counties in Georgia</td>
</tr>
<tr>
<td>Baltimore, MD</td>
<td>Baltimore and Hartford Counties in Maryland</td>
</tr>
<tr>
<td>Boston, MA</td>
<td>Norfolk, Suffolk, Middlesex and Essex Counties in Massachusetts</td>
</tr>
<tr>
<td>Chicago, IL</td>
<td>DuPage, Cook and Lake Counties in Illinois</td>
</tr>
<tr>
<td>Cleveland, OH</td>
<td>Cuyahoga County in Ohio</td>
</tr>
<tr>
<td>Dallas/Fort Worth, TX</td>
<td>Dallas and Tarrant Counties in Texas</td>
</tr>
<tr>
<td>Denver, CO</td>
<td>Denver, Adams, Arapahoe and Jefferson Counties in Colorado</td>
</tr>
<tr>
<td>Detroit, MI</td>
<td>Wayne, Macomb and Oakland Counties in Michigan</td>
</tr>
<tr>
<td>Hartford, CT</td>
<td>Hartford and Middlesex Counties in Connecticut</td>
</tr>
<tr>
<td>Houston, TX</td>
<td>Harris County, LBJ Space Center and Ellington AFB in Texas</td>
</tr>
<tr>
<td>Kansas City, KS</td>
<td>Johnson and Wyandotte Counties in Kansas</td>
</tr>
<tr>
<td>Kansas City, MO</td>
<td>Clay, Jackson and Platte Counties in Missouri</td>
</tr>
<tr>
<td>Los Angeles, CA</td>
<td>Los Angeles, Kern, Orange and Ventura Counties, Edwards AFB, Naval Weapons Center and Ordinance Test Station in California</td>
</tr>
<tr>
<td>Miami, FL</td>
<td>Dade County in Florida</td>
</tr>
<tr>
<td>New Orleans, LA</td>
<td>Jefferson, Orleans, Plaquemines and St. Bernard Parishes in Louisiana</td>
</tr>
<tr>
<td>New York City, NY</td>
<td>Bronx, Brooklyn, Manhattan, Queens, and Staten Island Boroughs in NYC; Nassau, New York, Richmond, Suffolk and Westchester Counties in New York state; Fairfield County in Connecticut; and Bergan, Essex, Hudson, Middlesex, Passaic, and Union Counties in New Jersey</td>
</tr>
<tr>
<td>Philadelphia, PA</td>
<td>Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties in Pennsylvania; and Burlington and Gloucester Counties in New Jersey</td>
</tr>
<tr>
<td>Portland, OR</td>
<td>Multnomah County in Oregon</td>
</tr>
<tr>
<td>Saint Louis, MO</td>
<td>St. Charles and St. Louis Counties in Missouri</td>
</tr>
<tr>
<td>San Diego, CA</td>
<td>San Diego County in California</td>
</tr>
<tr>
<td>San Francisco, CA</td>
<td>San Francisco, Sonoma, Marin, San Mateo, Santa Clara, Santa Cruz, Contra Costa, Alameda and Santa Barbara Counties in California</td>
</tr>
<tr>
<td>Seattle, WA</td>
<td>King County in Washington state</td>
</tr>
<tr>
<td>Washington, DC</td>
<td>Cities of Alexandria, Falls Church and Fairfax in Virginia; Arlington, Loudoun and Fairfax Counties in Virginia; and Montgomery and Prince Georges Counties in Maryland</td>
</tr>
</tbody>
</table>

### RECEIPTS: Itemized receipts are required for all expenses except meals, gratuities, driving tolls, parking meters and telephone calls. All forms of canceled checks and photocopies of credit card bills do not substitute for original receipts. An affidavit in lieu of a receipt may be allowed if the original receipt was lost or a receipt was not obtained.

#### ITEMIZED LIST OF CONTRACTOR’S REIMBURSABLE EXPENSES

A. Minnesota State’s AUTHORIZED REPRESENTATIVE TO COMPLETE THIS SECTION:

NAME AND ADDRESS OF CONTRACTOR:
B. CONTRACTOR TO COMPLETE THIS SECTION (submit additional pages if more than one day in travel status):

* Requires original itemized receipts.
** Other metropolitan areas listed above are up to $11 (breakfast), $13 (lunch), and $20 (dinner).

<table>
<thead>
<tr>
<th>DATE</th>
<th>ALLOWABLE EXPENSES</th>
<th>PURPOSE</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Miles: _______</td>
<td>To: _______________</td>
<td>From: ___________</td>
<td>54.5 cents per mile</td>
<td></td>
</tr>
<tr>
<td>Parking Fees (non meter)*</td>
<td></td>
<td></td>
<td>Actual cost</td>
<td></td>
</tr>
<tr>
<td>Parking Meters/Tolls</td>
<td></td>
<td></td>
<td>Actual cost</td>
<td></td>
</tr>
<tr>
<td>Air Fare*</td>
<td></td>
<td></td>
<td>Actual cost</td>
<td></td>
</tr>
<tr>
<td>Taxi*</td>
<td></td>
<td></td>
<td>Actual cost</td>
<td></td>
</tr>
<tr>
<td>Rental Car*</td>
<td></td>
<td></td>
<td>Actual cost</td>
<td></td>
</tr>
<tr>
<td>Overnight Lodging*</td>
<td></td>
<td></td>
<td>Actual cost</td>
<td></td>
</tr>
<tr>
<td>Long Distance Call</td>
<td></td>
<td></td>
<td>Actual cost</td>
<td></td>
</tr>
<tr>
<td>Breakfast, if in travel status</td>
<td></td>
<td></td>
<td>Up to $9.00**</td>
<td></td>
</tr>
<tr>
<td>Lunch, if in travel status</td>
<td></td>
<td></td>
<td>Up to $11.00**</td>
<td></td>
</tr>
<tr>
<td>Dinner, if in travel status</td>
<td></td>
<td></td>
<td>Up to $16.00**</td>
<td></td>
</tr>
<tr>
<td>Supplies*</td>
<td></td>
<td></td>
<td>Actual cost</td>
<td></td>
</tr>
<tr>
<td>Copy Charges*</td>
<td></td>
<td></td>
<td>Actual cost</td>
<td></td>
</tr>
<tr>
<td>Fax Charges*</td>
<td></td>
<td></td>
<td>Actual cost</td>
<td></td>
</tr>
<tr>
<td>Other*</td>
<td></td>
<td></td>
<td>Actual cost</td>
<td></td>
</tr>
<tr>
<td>TOTAL FOR THE DAY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Remit payment to the following address if different than address at the top of this form:

Name: __________________________________________
Address: __________________________________________

C. SIGNATURES REQUIRED FOR PAYMENT:

Signature: ___________________________ Date: ___________________________
(Verification of Expenses by Contractor)
Signature: ___________________________ Date: ___________________________
(Approval by Minnesota State’s Authorized Representative)
## EXHIBIT G – RATE SHEET

<table>
<thead>
<tr>
<th></th>
<th>$ ______________________</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hourly Billing Rate for Management</strong></td>
<td>$ ______________________</td>
</tr>
<tr>
<td><strong>Hourly Billing Rate for Labor</strong></td>
<td>$ ______________________</td>
</tr>
<tr>
<td><strong>Hourly Billing Rate for Equipment</strong></td>
<td>$ ______________________</td>
</tr>
<tr>
<td><strong>Overtime Billing Rate for Management</strong></td>
<td>$ ______________________</td>
</tr>
<tr>
<td><strong>Overtime Billing Rate for Labor</strong></td>
<td>$ ______________________</td>
</tr>
<tr>
<td><strong>Overtime Billing Rate for Equipment</strong></td>
<td>$ ______________________</td>
</tr>
<tr>
<td><strong>Weekend Billing Rate for Management</strong></td>
<td>$ ______________________</td>
</tr>
<tr>
<td><strong>Weekend Billing Rate for Labor</strong></td>
<td>$ ______________________</td>
</tr>
<tr>
<td><strong>Weekend Billing Rate for Equipment</strong></td>
<td>$ ______________________</td>
</tr>
<tr>
<td><strong>Holiday Billing Rate for Management</strong></td>
<td>$ ______________________</td>
</tr>
<tr>
<td><strong>Holiday Billing Rate for Labor</strong></td>
<td>$ ______________________</td>
</tr>
<tr>
<td><strong>Holiday Billing Rate for Equipment</strong></td>
<td>$ ______________________</td>
</tr>
</tbody>
</table>

**Do you offer 24/7 emergency services?**  
☐ Yes  ☐ No

**If yes, what is your response time?**  
________________________________

**Are billing rates based on port to port or arrival/departure from campus?**  
________________________________

**Do you have a State of Minnesota Vendor number?**  
☐ Yes  ☐ No

**Years of experience with commercial membrane and built up roof maintenance and repairs?**  
_____