

# ST. CLOUD STATE UNIVERSITY FOUNDATION

## REQUEST FOR PROPOSAL (RFP) FOR HBNHC Video Displays, Scoreboard System, & Controls

**SPECIAL NOTE:** This Request for Proposal (RFP) does not obligate the St. Cloud State University Foundation or St. Cloud 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. St. Cloud State University Foundation reserves the right to reject a proposal if required information is not provided or is not organized as directed. St. Cloud State University Foundation also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on their website: <https://www.stcloudstate.edu/foundation/about/documents.aspx> . 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  
HBNHC Video Displays, Scoreboard System, & Controls**

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ST. CLOUD STATE UNIVERSITY FOUNDATION

REQUEST FOR PROPOSAL

**HBNHC Video Displays, Scoreboard System, & Controls  
ADVERTISEMENT FOR PROPOSAL**

Notice is hereby given that Offers will be received by the Director of Finance, St. Cloud State University Foundation, until March 23, 2022 by 2:00pm CT the purpose of **HBNHC Video Displays, Scoreboard System, & Controls**, according to the specifications on file at:

St. Cloud State University Foundation  
Kevin Gohl, Director of Finance ([kevin.gohl@stcloudstate.edu](mailto:kevin.gohl@stcloudstate.edu))  
Lewis House  
720 Fourth Avenue South  
St. Cloud, Minnesota 56301-4498

Specifications and Request for Proposal forms may be obtained from the contact shown above.

Offers are to be submitted digitally via email to the Director of Finance at the above email address and clearly marked in the subject line, " **HBNHC Video Displays, Scoreboard System, & Controls**". St. Cloud State University Foundation reserves the right to reject any and all Offers and to waive any informalities contained in such Offers. Responses must be submitted via email in Microsoft Word or Adobe PDF format. Attachment limits are 50 MB. If file sizes are too large, please create multiple smaller files and email them separately. Hyperlinks to submissions in cloud storage will not be accepted. All pages must be numbered and font size no smaller than 10 point. MINNESOTA STATE'S email receipt time stamp will be used for consideration, not the senders.

Dated at St. Cloud, Minnesota, this ninth day of March, 2022.

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Kevin Gohl  
Director of Finance

## Section I. General RFP Information

### 1.1 Background

Formed in 1958, the St. Cloud State University Foundation, a 501 (c) (3) not-for-profit, is the key philanthropic partner to St. Cloud State University. Created in 1869 as a teacher's college, St. Cloud State University has evolved into one of the largest regional comprehensive universities in the upper Midwest serving over 11,000 students. The university offers over 200 academic programs with especially strong and distinctive programs in Software Engineering, Broadcasting, Nursing, Real Estate, Applied Behavior Analysis, Meteorology, Environmental Engineering and Co-Teaching. St. Cloud State fields men's and women's Division II athletics and is highly regarded for its nationally ranked men's Division I hockey program.

St. Cloud State University is located approximately 70 miles north of Minneapolis-St. Paul alongside the Mississippi River.

### 1.2 Nature of RFP

St. Cloud State University Foundation hereinafter also referred to as "Foundation" is requesting proposals for **HBNHC Video Displays, Scoreboard System, & Controls**.

This RFP is undertaken by St. Cloud State University Foundation pursuant to the authority contained in provisions of Minnesota Statutes and other applicable laws.

Accordingly, St. Cloud State University Foundation shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in the Foundation's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. St. Cloud State University Foundation 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 Foundation. This RFP shall not obligate St. Cloud State University Foundation 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.

### 1.3 Selection Committee

The selection process includes Vice President of University Advancement, Director of Athletics, Deputy Chief Information Officer, and Campus Facility Planner. This group will evaluate the proposals and make the final decision.

The selection process, in some instances, may require an interview. The Foundation reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview.

The Foundation 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 RFP.

## 1.4 Selection and Implementation Timeline

Wednesday, March 9, 2022	Publish RFP
Monday, March 14, 2022 2:00pm CT	Deadline for RFP questions
Wednesday, March 16, 2022	Answers to RFP questions on website
March 23, 2022 by 2:00pm CT	Deadline for RFP proposal submissions
Wednesday, March 23, 2022	Review RFP proposals
Thursday, March 24, 2022	Meet with individual responders
Friday, March 25, 2022	Complete selection process, initiate contract
April 5, 2022	Desired goal to finalize contract signatures and issue purchase order to commence work
July - August, 2022	Installation
September 1, 2022	Substantial Completion

## 1.5 Vendor Questions

Vendor questions must be submitted via email by Monday, March 14, 2022 2:00pm CT, to:

Kevin Gohl, Director of Finance  
St. Cloud State University Foundation  
Email: [kevin.gohl@stcloudstate.edu](mailto:kevin.gohl@stcloudstate.edu)

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

Questions must include the name, telephone number and e-mail address of the questioner. Anonymous inquiries will not be answered. Answers will be posted on the Foundation's website by the date indicated in Section 1.4 of this RFP.

## 1.6 Definitions

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

Foundation:	St. Cloud State University Foundation, 720 4 <sup>th</sup> Avenue South, St. Cloud MN 56301-4498
School:	St. Cloud State University
Vendor:	The firm selected by St. Cloud State University Foundation as the successful responder(s) responsible to execute the terms of a contract.

## 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 Foundation'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 Foundation 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 Foundation 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 St. Cloud State University Foundation's rights.

## 1.8 Pre-Proposal Vendors Conference

A pre-proposal vendors' conference will not be held.

## 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 Foundation 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 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 if practicable.

## 1.11 Vendor Notifications Related to RFP Responses

- A. Vendors are hereby notified that neither St. Cloud State University Foundation 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 RFP Vendors agree to indemnify, save and hold St. Cloud State University Foundation, 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 Foundation 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 Foundation 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.

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

## 1.13 Proposal Rejection and Waiver of Informalities

This RFP does not obligate St. Cloud State University Foundation 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. St. Cloud State University Foundation also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

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

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 Foundation. Accordingly, the Foundation shall select the vendor(s) whose proposal(s), and oral presentation(s), if requested, demonstrate in the Foundation's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost-effective manner.

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



The Foundation 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 RFP.

#### 1.14 Material Ownership and Disposition of Responses

All materials submitted in response to this RFP shall become property of the Foundation 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 RFP will not be open for public review until the Foundation awards, fully executes, and contract becomes active.

If responders submit information in response to this RFP that they believe to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. 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 St. Cloud State University Foundation, the School, 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 Foundation's award of the contract. In submitting a response to this RFP, the vendor agrees that this indemnification survives as long as the trade secret materials are in the possession of the Foundation.

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

#### 1.15 Cost of Proposal

The Foundation 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

Time is of the essence on this project. The targeted date for substantial completion (installation complete and all components operational) is September 1, 2022.

The vendor shall provide and install the devices and all supporting components for a complete and functional Video Display and Scoreboard System (turn-key solution) for the Herb Brooks National Hockey Center Main Rink. The vendor shall furnish all parts, materials, labor, equipment, tools, shipping, transportation and mileage, and any other activities to fulfill the requirements of this scope of work. It is anticipated that this will be a design-build process, and the final elements and products will be determined by the vendor in consultation with the Owner.

**See the attached Scope of Work document, dated March 3, 2022.**

## Section III. General Contract Requirements

### 3.1 Contract

The contract entered into by the Foundation 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.

### 3.2 A 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.

### 3.3 Contract Term

The length of such contract(s) shall be 2 years. If St. Cloud State University Foundation and the vendor is unable to negotiate and sign a contract by April 5, 2022, then St. Cloud State University Foundation reserves the right to seek an alternative vendor(s).

### 3.4 Parties to the Contract

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

### 3.5 Contract Termination

St. Cloud State University Foundation 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 RFP 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 RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the Foundation’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 Foundation 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 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 §363A.36. 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](mailto: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](mailto: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 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.

### 3.15 Insurance Requirements

- A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the St. Cloud State University Foundation'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 St. Cloud State University Foundation 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  
St. Cloud State University Foundation

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 St. Cloud State University Foundation. If the vendor desires authority from St. Cloud State University Foundation 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 St. Cloud State University Foundation 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 St. Cloud State University Foundation 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 St. Cloud State University Foundation 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 St. Cloud State University Foundation;

- 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. St. Cloud State University Foundation 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 Foundation and copies of policies must be submitted to St. Cloud State University Foundation'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 St. Cloud State University Foundation 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 St. Cloud State University Foundation 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 St. Cloud State University Foundation and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when St. Cloud State University Foundation 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, St. Cloud State University Foundation, its agents and employees, from any judgments or damages awarded against the State or St. Cloud State University Foundation in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives St. Cloud State University Foundation’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 St. Cloud State University Foundation.

St. Cloud State University Foundation 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 St. Cloud State University Foundation and St. Cloud State University.

The vendor shall recognize St. Cloud State University Foundation'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, St. Cloud State University Foundation 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 Foundation'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 Foundation, 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 Foundation'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 Foundation 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 Foundation, 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 Foundation 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 Foundation 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. RFP Responses

### 4.1 Submission

Sealed proposals must be received at the following address not later than March 23, 2022 by 2:00pm CT. Proposals will be opened at this time.

Project:	RFP response for: <b>HBNHC Video Displays, Scoreboard System, &amp; Controls</b>
Institution:	St. Cloud State University Foundation
Name:	Kevin Gohl
Title:	Director of Finance
Email:	<a href="mailto:kevin.gohl@stcloudstate.edu">kevin.gohl@stcloudstate.edu</a>

The responder must submit the following: 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.

Proposals are to be delivered to [kevin.gohl@stcloudstate.edu](mailto:kevin.gohl@stcloudstate.edu) with the responder's name and **"RESPONSE TO RFP FOR HBNHC Video Displays, Scoreboard System, & Controls"** within the subject line and within the body of the email. Proof of authority of the person signing must accompany the response. St. Cloud State University Foundation, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified as **"RESPONSE TO RFP HBNHC Video Displays, Scoreboard System, & Controls."**

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 RFP requirements will be grounds for rejection.
- b. All required forms, tables, and attachments to this RFP must be completed in their entirety as applicable, in ink or typewritten/word-processed, signed and notarized where applicable and when practicable, and attached to the vendor's proposal upon submission.
- c. The Proposal Offering Form must be signed in blue or black ink by an authorized member of the firm.
- d. Vendor must warrant that the proposed solution meets or exceeds all specifications contained or referenced herein.

- e. In presenting a proposed solution, vendor should be as thorough and detailed as possible so that the Foundation may properly evaluate the vendor's capability to provide the required services.
- f. 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.
- g. 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 Foundation.
- h. 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.
- i. The Foundation 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.
- j. 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.
- k. Vendor must indicate acknowledgement and acceptance of contract language. Any alterations made to the sample contract must be submitted with the RFP response and will be reviewed by St. Cloud State University Foundation prior to signing and executing the final contract.

### 4.3 General Selection Criteria

#### 1. COMPANY AND TEAM INFORMATION – 10 points

Provide an overview of the company and the specific team members who would be assigned to this project. Include the following:

- Company overview
- Team organization, including any consultants or subcontractors
- Key team members
- Specifically address the availability of appropriate personnel and their capacity to accomplish the work within the time constraints

#### 2. RELEVANT EXPERIENCE – 15 points

Provide relevant examples of Vendor's relevant projects recently completed or in progress. Include the following:

- Name and location
- Brief description (e.g. size, cost, relevance)

- Indicate the role of each proposed team member in the example relevant project.
- Completion date or current status
- Include contact information for three (3) references of projects of similar size and scope completed within the past 5 years.

### 3. PRODUCTS AND SYSTEMS DESCRIPTION – 20 points

Provide a list and description of the specific products and services that you would provide, and confirmation that your company is an authorized dealer of those products.

Include any alternative ideas or proposals that should be considered in addition to the base proposal.

### 4. APPROACH/WORK PLAN – 25 points

Vendors should include a complete description of the services offered in their Proposal. The plan should include, but not be limit to:

- A critical path timeline showing how the Vendor plans to deliver products and/or services to fulfill any contract issued as a result of this RFP.
- Any resource requirements on the part of others necessary in order for the Vendor to meet its obligations under an agreement resulting from this RFP.
- Any hardware, software, or other technology the Owner must have in order to use the Vendors products or services.

### 5. COST PROPOSAL – 30 points

Pricing quoted shall be the final actual cost, and shall include all materials, labor, equipment, permits and any other activity required to provide the level of service and products specified in this proposal. It should be provided as a “not to exceed” lump sum price.

Provide separate pricing for any options or recommended alternatives that are not included within the base Scope of Work.

## 4.4 Response Evaluation

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

#### 1. COMPANY AND TEAM INFORMATION – 10 points

- a. Qualifications of the vendor and its personnel - experience of personnel who are committed to work on the contract will be given greater weight than that of the company

#### 2. RELEVANT EXPERIENCE – 15 points

- a. Recent, relevant experience on projects that have a similar scope and size
- b. Acceptable results and favorable references on past projects

#### 3. PRODUCTS AND SYSTEMS DESCRIPTION – 20 points

- a. Expressed understanding of proposal objectives
- b. Consistency of the proposed solutions to St. Cloud State University ’s present and future needs
- c. Availability of products to be able to meet target completion date

4. APPROACH/WORK PLAN – 25 points
  - a. Work plan aligns with substantial completion date listed within this RFP
  - b. Completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above
5. COST PROPOSAL – 30 points
  - a. Cost in relation to level of service to be provided
6. PREFERENCES – 6 points (extra)
  - a. In accordance with M.S. 16C.16, the basis of award is that eligible certified targeted group (T.G.), economically disadvantaged (E.D.), and Veteran Owned small businesses will receive a six percent (6%) preference. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract.
  - b. Eligible, verified, small businesses currently listed in the Directory of Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendors will be eligible for the preference. This directory is located at <http://www.mmd.admin.state.mn.us/mn02001.htm>. Attach a copy of your firm's letter indicating certification by the Office of Equity in Procurement, if applicable.
  - c. Responders interested in becoming a certified vendor or to verify their T.G. eligibility and certification or E.D. certification, should refer to the state of Minnesota, Department of Administration, Office of Equity in Procurement Division website at <https://mn.gov/admin/business/vendor-info/oep/sbcp/>, or call the division's help line at (651) 296-2402

**Attachment 1: Scope of Work**  
**HBNHC Video Displays, Scoreboard System, & Controls**  
**March 3, 2022**

**1) TIMELINE**

Time is of the essence on this project. The targeted date for substantial completion (installation complete and all components operational) is September 1, 2022.

**2) SCOPE OF WORK**

Provide and install the following devices and all supporting components for a complete and functional Video Display and Scoreboard System (turn-key solution) for the Herb Brooks National Hockey Center Main Rink. The vendor shall furnish all parts, materials, labor, equipment, tools, shipping, transportation and mileage, and any other activities to fulfill the requirements of this scope of work. It is anticipated that this will be a design-build process, and the final elements and products will be determined by the vendor in consultation with the Owner.

**PRODUCTS**

VIDEO DISPLAYS AND SCOREBOARD SYSTEM (Essential Component of Project)

- i) The video displays and all components must be from the same vendor and have one point of vendor contact for all support.
- ii) All components must be new. Remanufactured or refurbished equipment will not be accepted.
- iii) Scoreboards and other electrical components shall be certified for use in United States and Canada by Underwriter Laboratories, (UL) Inc. and shall bear a label acceptable to the Authorities Having Jurisdiction (AHJ).
- iv) At a minimum, the Video Display and Scoreboard System shall include:

VIDEO – DISPLAYS AND SCOREBOARD SYSTEM		
#	ITEM	DESCRIPTION
001	Main endzone LED video displays (Qty 2)	5.99mm pixel depth or lower, and brightness of 3500 Nits, 45’w by 14’h. Size and specs to be evaluated and confirmed in consultation with the selected vendor.
002	Vomitory LED video displays (Qty 6)	5.99mm pixel depth or lower, and brightness of 3500 Nits, 12.60’w by 2.10’h. Size and specs to be evaluated and confirmed in consultation with the selected vendor.
003	Ceiling double-sided ad panels	5.99mm pixel depth or lower, and brightness of 3500 Nits, 3.50’w by 11.33’h. Size and specs to be evaluated and confirmed in consultation with the selected vendor.

004	Scoring controllers	Complete scoring system, Daktronics or equivalent. To include system to export score clock data to 3rd party graphics and data systems. (ie, production room, truck bay, TV studio, press box); Daktronic's version is called the All Sport CG (Character Generator). With spare for redundancy.
005	Set of goal lights	With spare for redundancy.
006	Locker room clocks	Need 15 clocks total to cover locker, coaches and AT spaces for all tenants (14 clocks installed with one redundant back-up). Locker room clocks display time in-sync with the scoreboard clocks. Wall mounted and interfaces with controllers to run as a locker room clock, and as a time of day clock when the controller is not connected. Existing clock locations to be replaced: Rooms 6, 8, 9, SCSU M, SCSU Coach, SCSU AT, SCSU W, SCSU Coach and NCAA Officials. New clock locations to include: Rooms 2, 4, V Coach, Equipment Room, and IR Room.
007	Time of day clocks	Time of day clocks integrated into the main scoring system. With spare for redundancy. (2) TOD clocks to be installed separate within the Main and Practice rinks that are independent of the scoreboard and controlled/sync'd wirelessly
008	Goal horn	Replace existing.
009	LED Event Control / Management	Provide central system that manages / monitors health of all LED displays. Provide Event Control system which includes control of all LED displays, graphics, media audio/video player for entire system, separate from video production system. Provide Audio/Video/GPI connection points to/from in-house video production into LED event control system. Provide single control surface in production space to recall presets/clips/graphics. Provide all system software updates. It should come with a graphics package and training for staff. Video system shall have a simple version of scoring console for youth sporting use.
010	Scoring & advertising software	To include pre-packaged scoring and advertising software solutions. On-site training for initial events

VIDEO DISPLAY CONTROL SYSTEM / EVENT MANAGEMENT SYSTEM (Essential Component of Project)

Software should be designed to provide operators with the ability to show game scores, animations, recorded video, live video, player photos and profiles, full screen images or video, images or video in multiple windows of customizable sizes. Fully customizable scoring layouts, colors, fonts, team names integrated with logos. Sponsor advertisements in customizable sizes with the ability to have multiple sponsor advertisements rotating within a window. Operators should be able to customize the game experience and ease of use with customizable Hot Keys to quickly show pre-determined content from

the scoring station or on a tablet field side for various events (concerts, e-sports, speaker, various levels of Hockey (College, High School, and community)

1. User interface based on Windows format allows operator to control any size LED display (and up to 50 displays simultaneously) supporting true HD resolutions and fascia ribbon displays thousands of pixels wide displays.
2. Touchscreen interface supplied and installed by vendor.
3. Software should support unlimited number of media buttons to allow end user to dynamically remove and add new collections of media items without stopping current media or switching between different modes.
4. Software should be able to drive any compatible LED screens, LCD monitors, or video switchers from any manufacturer.
5. Software should allow native support for multiple video codecs and image formats: including, but not limited to: WMV, AVI, MPG, JPG, BMP, PNG with transparency.
6. Software system should be able to render live video, video clips, graphics and virtual scoring data on SD, HD, SDI, DVI or a combination and should support separate key and fill SDI outputs.
7. Software should automatically scale source content and images to fit display.
8. Software should support multiple “profiles” to allow easy transition from one configuration to another allowing our multi-use venue to easily switch between football and soccer.
9. Software should support user-defined data source to allow new data sources to be able to be changed easily.
10. Simple Clip Server Format allows a user-defined filing system for customizable management of content.
11. Automatically scales live video and feeds to fit the display. On board content to live video switch for quick change from content to video with no latency.
12. Software allows for creation and storage of unlimited advertising playlists.
13. Create sequences of up to 128 media entries. Character generation, CG Overlays of Icons or Logos Included.
14. Provide minimum of qty 4 HD-SDI video inputs for capture and broadcast
15. High quality transitions.

Software to include a “community” level scoring system for events that do not require video or graphic display (youth hockey tournaments, games, and practices). Supported devices/consoles shall be located within scorekeeper bench area. Devices must be user friendly for amateur score and timekeepers (youth hockey volunteers for tournaments, games, and practices).

The dedicated game score controller shall have similar functions to Daktronics All Sport 5100 series, not tablet based software.

#### VIDEO PRODUCTION SYSTEM (Essential Component of Project)

There is an in-house video production system already in place within the Production Room in the Herb Brooks National Hockey Center. The Owner is anticipating that upgrades/replacements will be made to some or all of the video production system. A budgetary number shall be included within the proposal, with final product selections to be made through a collaborative design process with the Owner.

- i) In-House Video Production



- (i) Replace in-house video production system. Integrate A/V lines in/out SCSU TV studio production hardware.
  1. Router (video/audio)
  2. Multi-channel Graphics system
  3. Production multiview system
  4. Multi-channel replay
  5. 30+ input video switcher
  6. Furniture
  7. Cameras
  8. Related infrastructure items (wire, installation, etc...)

AUDIO – SOUND SYSTEM (Optional Component of Project)

The following items are desirable add-on components to the project that could be incorporated into the final package if the budget allows.

AUDIO - SOUND SYSTEM		
#	ITEM	DESCRIPTION
001	Audio for main arena bowl	Complete removal of previous main rink sound systems (wiring and hardware) and replacement of existing sound system for main bowl. It shall be designed for sporting events and other activities.
002	Supplemental audio system	The purpose of this system would be to provide coverage for sporting and dry floor events on main arena field of play.
003	Subwoofer option	This would be an option to upgrade for improved sound output.
004	Integration into existing HBHNC Audio System	Main house system should integrate into existing speakers/amps in zones outside of the main bowl. Design team shall evaluate and make recommendation as to whether or not the practice rink should be separated into its own system. No other changes to the practice rink system are anticipated as part of this project.
005	Upgrade/ replace amplifiers in east tech closet	Move any new amplifiers for main bowl to HBHNC room 406. The goal would be to shut down the current audio amp room, located in HBHNC room 111.
006	Hearing support devices	Address requirements for ADA (match existing campus-wide ALS systems).

AUDIO - CONTROLS		
#	ITEM	DESCRIPTION
007	A/V IO panels	A/V IO panels located in all 4 quadrants of arena and where necessary to support events and productions.
008	Audio processor	Audio processor to handle routing, tuning, recall and storage of presets, etc.
009	Integrate video production system audio feeds into Main Rink and ancillary audio systems	The spirit and intent of this section is for the production control room equipment. These are the items that allow the production room to switch to multiple video/graphics for display on the video boards. Should include a new video replay system at a minimum. Husky Productions to advise if other minimum equipment specifications should be added.

## SERVICES

### b) PREPARATION/EXAMINATION

- a. Verify location and sizes of all scoreboard displays, junction boxes, and accessories with Owner.
- b. Vendor shall verify dimensions by field measurements.
- c. Coordinate requirements for electrical power, data, auxiliary framing and supports, and other components to ensure adequate provisions are made for complete, functional installation of video displays and accessories and/or options.
- d. Vendor shall verify that building structure is capable of supporting the display's weight in addition to the auxiliary equipment.
- e. Verify mounting points are correctly sized and positioned to match the mounting points on the scoreboard cabinets and any optional panels.
- f. If data cable is used, verify continuity from scoreboard display to control console location.
- g. Verify data and AC power cables are not run in the same conduit.
- h. Verify data cable and AC power cable are secure and run in conduits where they might otherwise be exposed to abuse or where local, state, or national codes require.
- i. The Vendor is responsible for making certain the installation meets any requirements set forth in local, state, and national codes. These requirements may include obtaining approvals by a locally licensed professional engineer, and building officials.
- j. All components and work shall comply with Minnesota State Design Guidelines.

### c) SUBMITTALS

Vendor will be required to provide submittals and shop drawings to Owner within 30 days of signed contract. The Owner will review and approve all submittal documents prior to the start of work. The contractor shall advise the Owner of any discrepancy that could affect the installation. If the contractor fails to notify the Owner of any discrepancies, the Vendor will assume responsibility for providing the

required equipment or correcting discrepancies at no additional cost to the Owner. Contents shall include, but not limited to:

- a. Product data for scoreboards, controls, and accessories shall include descriptions of control functions etc.
- b. Installation drawings, face layout, dimensions, construction, electrical wiring diagrams, and method of anchorage. (Provide digital as well when applicable).
- c. Manufacturer's installation instructions. (Provide digital as well when applicable).
- d. Layout indicating the proposed arrangement of mounted equipment including power junction box location.
- e. Detail drawings of all custom fabricated items and approved equipment modifications. Include complete parts list, schematic diagrams, and all dimensions required for proper assembly.
- f. Project schedule in Gantt chart format outlining equipment delivery dates and installation start and finish dates.
- g. Stamped engineering drawings as required for any building modifications.
- h. Submit documents as required to the AHJ for any required plan review or building permits.

**d) DELIVERY**

The Vendor agrees to deliver and install the items within the terms of the contract. All cost for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the vendor, and must be included in your quoted prices.

**e) INSTALLATION**

- a. Vendor is responsible for takedown, removal and disposal of the existing scoreboards, signage, and related equipment.
- b. Install scoreboards, accessories, and/or options in accordance with manufacturer's instructions and approved installation drawings. Mountings should be level, plumb, and secure.
- c. Install new materials for support of displays and components as needed.
- d. The Vendor is solely responsible for the assembly, lifting, rigging, and permanent installation of the new displays and components to the new support structure.
- e. The vendor is responsible for providing all lifts and other equipment or tools necessary to do all work.
- f. Label scoreboard data cable junction boxes and all connectors near junction boxes, scoreboard displays, and accessories so that public address systems and other devices employing similar connectors are not accidentally plugged into any part of the scoreboard system.
- g. Patch and repair any holes or damage resulting from removal or installation, and touch up paint to match adjacent surfaces.
- h. Basic clean-up of work area included.

**f) VIDEO DISPLAY AND SCOREBOARD SYSTEM POWER**

- a. Vendor will be responsible for all power and electrical distribution from demarcation point to new system(s). Vendor will provide all secondary power connections/terminations required to power new system(s).

**g) VIDEO DISPLAY AND SCOREBOARD SYSTEM DATA COMMUNICATIONS**

- a. The vendor is responsible for providing and installing proper signal cabling between the equipment closets, scoring locations, press box, production room, and the various LED displays and associated equipment locations in the contract.
- b. The vendor is to provide the appropriate fittings and labelling as necessary to connect the new low voltage cabling installed including the appropriate devices/connectors on each end.
- c. Provide online support for training and troubleshooting for all hardware and software for 2 years beyond the commissioning date.

**h) FIELD QUALITY CONTROL**

Provide the services of manufacturer's technical representative to prepare and start system.

- a. Include making of final wiring connections, inspection and adjusting of completed installation, and systems demonstration.
- b. Certify that installation is complete and performs according to specified requirements.

**i) PROJECT MANAGEMENT, DEMONSTRATION, AND TRAINING**

The vendor shall provide:

- a. Complete project management for the entire project, including oversight of pre-project planning and organizational meetings.
- b. On-site supervision of all work performed on the job site.
- c. Full onsite training of the system operations to owner's representative(s),
- d. First game support onsite for the first event.

**j) WARRANTY AND TECHNICAL SUPPORT**

- a. Minimum Warranty for all components: 5 years for parts, 5 year onsite labor, 5 year brightness warranty. Lifetime telephone technical support.
- b. Manufacturer of the LED system components shall continue to make all parts necessary for the continued functioning of the system for a minimum of ten (10) years after the acceptance of this project.
- c. Vendor shall provide local technical assistance or service with a detailed plan provided for servicing all components set forth under the warranty section of this specification. Local, direct manufacturer employee shall be located within 100 miles of the University.
- d. Warranty will cover all equipment including processors, controllers, operating systems, and software.
- e. Warranty will include one (1) annual on-site system check-up by a qualified technician. Visit to occur approximately 2-3 weeks prior to the start of the season or as determined by the Owner.

- f. Provide any required on-site service within a 48 hr period (not limited to business days only).

**k) MANUALS**

Upon substantial completion and prior to the on-site training with the Owner, the Vendor will provide four (4) operation and maintenance manuals. The manuals will have tab dividers and shall be logically organized to provide easy access to information. All documents will be in English and will provide sufficient detail as to be understood by an individual with no knowledge of LED displays or the associated control equipment and/or operating systems.

Contents shall include, but not limited to:

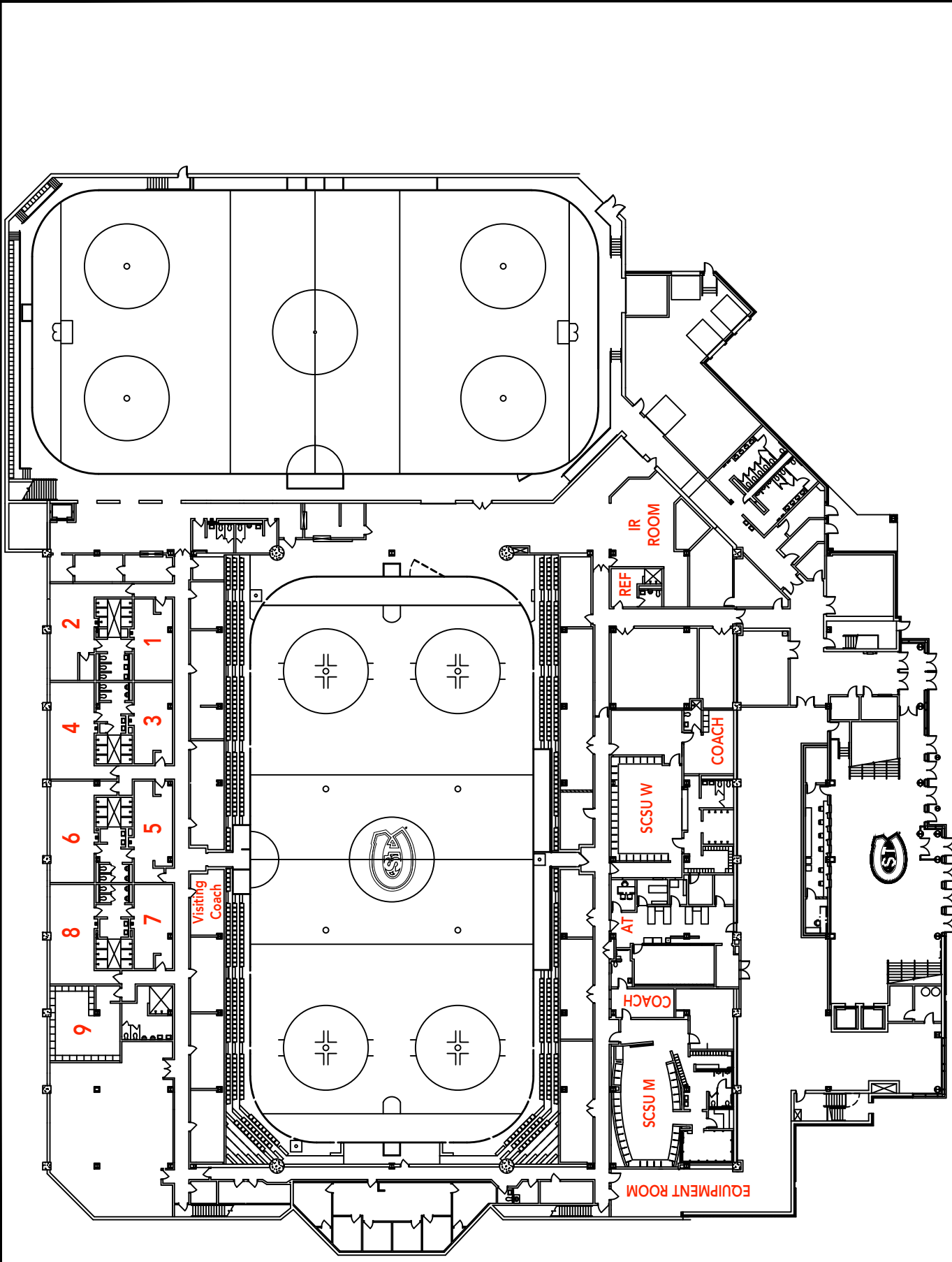
- a. Table of Contents
- b. Description/overview of system(s) including key features and operational procedures.
- c. Full start up procedure for all control room rack equipment and LED display equipment written under the assumption that all equipment was in full powered off mode.
- d. Full shutdown procedure for all control room rack equipment and LED display equipment written under the assumption the facility is in an extended power failure situation.
- e. Troubleshooting procedures for all LED displays, LED display processors, graphics/animation server, scoring systems, and all related equipment provided by the contractor. Troubleshooting procedures will include demonstration photos and/or diagrams as required.
- f. Maintenance procedures for all LED displays, LED display processors, graphics/animation servers, scoring systems, and all related equipment provided by the contractor. Maintenance procedures will include demonstration photos and/or diagrams as required.
- g. Owner's manuals for all third party and/or "off the shelf" type equipment provided by contractor; eg., KVM's fiber modems, etc.
- h. All third party equipment and/or "off the shelf" equipment warranties and a System Warranty.

**l) MAINTENANCE**

- a. Replacement parts and factory repair options are available from manufacturer.
- b. Product support provided by experienced technicians is available via phone, web, and e-mail at no additional cost to customer.
- c. Standard documentation is provided in printed or electronic form at no additional cost to customer.

**m) SPARE PARTS**

- a. Vendor will supply a spare parts inventory containing a minimum of 3% spare parts. Vendor will provide proposed spare parts inventory as part of the bid submission.
- b. At the time of final sign-off, Vendor will supply the specified spare parts inventory regardless of spare parts used during initial "burn-in" and/or testing of newly installed displays.
- c. All spare modules must be from the same BIN code as the equipment supplied.



# HBNHC 1st Floor

Herb Brooks National Hockey Center

Date  
11.05.21



## EXHIBIT A – PROPOSAL OFFERING FORM

**ST. CLOUD STATE UNIVERSITY FOUNDATION**  
REQUEST FOR PROPOSAL

**HBNHC Video Displays, Scoreboard System, & Controls**  
**PROPOSAL OFFERING FORM**

In compliance with this Request for Proposal, 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 MnSCU 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, 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)

–or–

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](http://mn.gov/mdhr)

Email: [compliance.mndh@state.mn.us](mailto:compliance.mndh@state.mn.us)

Affirmative Action Certification Page, Revised 6/11 – MDHR

## EXHIBIT D – EQUAL PAY CERTIFICATE APPLICATION

Minnesota Department of Human Rights  
ATTN: Contract Compliance  
Griggs Midway Building  
540 Fairview Ave N, Suite 201  
Saint Paul, MN 55104  
(Or Send to - [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).)

### Equal Pay Certificate Application

- Required for companies that have employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months.
- 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 \_\_\_\_\_

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Business Name \_\_\_\_\_ Business Address \_\_\_\_\_

## EXHIBIT E – VETERAN OWNED PREFERENCE FORM

### STATE OF MINNESOTA VETERAN-OWNED PREFERENCE FORM

In accordance with Minn. Stat. §16C.16, subd. 6a, the MnSCU 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.

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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.

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#### **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.**

## EXHIBIT F – COMMISSIONER’S PLAN

### STATE OF MINNESOTA MINNESOTA STATE COLLEGES AND UNIVERSITIES 2021 COMMISSIONER’S PLAN EXPENSE REIMBURSEMENT

TYPE OF EXPENSE	REIMBURSEMENT ALLOWANCE												
State-owned vehicle not available (full IRS rate)	56.0 cents per mile												
State-owned vehicle available but declined (IRS rate less 7.0 cents)	50.5 cents per mile												
Tolls and parking fees	Actual cost												
Commercial transportation (air, taxi, rental car, etc.) plus reasonable gratuities	Actual cost for mode and class of transportation authorized												
Specially equipped personal van – provides wheelchair access (IRS rate plus 9.0 cents)	65.5 cents per mile												
Motorcycle	No reimbursement applicable												
Personal aircraft	1.27 cents per mile												
Overnight lodging	Actual reasonable cost												
Laundry and/or dry-cleaning <u>after</u> one week in continuous travel status	Actual cost; not to exceed \$16.00 per week												
Work-related long distance telephone calls	Actual cost												
Personal telephone calls	Actual cost up to maximum number of nights away times \$3.00												
Special expenses (e.g. conference fees, banquet tickets)	Actual cost with <b>prior</b> approval												
Meals and/plus reasonable gratuities: <ul style="list-style-type: none"> <li>● Breakfast (in travel status overnight or leave home before 6:00 a.m.)</li> <li>● 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.)</li> </ul>	Actual cost up to maximums  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100px;">Breakfast</td> <td style="text-align: right;">\$9.00</td> </tr> <tr> <td>Lunch</td> <td style="text-align: right;">\$11.00</td> </tr> <tr> <td>Dinner</td> <td style="text-align: right;">\$16.00</td> </tr> </table> Outside the contiguous 48 United States or in predesignated/pre-identified metropolitan areas*  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100px;">Breakfast</td> <td style="text-align: right;">\$11.00</td> </tr> <tr> <td>Lunch</td> <td style="text-align: right;">\$13.00</td> </tr> <tr> <td>Dinner</td> <td style="text-align: right;">\$20.00</td> </tr> </table> 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.	Breakfast	\$9.00	Lunch	\$11.00	Dinner	\$16.00	Breakfast	\$11.00	Lunch	\$13.00	Dinner	\$20.00
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Lunch	\$13.00												
Dinner	\$20.00												
Expenses that are not travel related (e.g., supplies, copy charges, fax charges)	Actual cost												
TYPE OF EXPENSE	REIMBURSEMENT ALLOWANCE												
State-owned vehicle not available (full IRS rate)	57.5 cents per mile												

<b>TYPE OF EXPENSE</b>	<b>REIMBURSEMENT ALLOWANCE</b>												
State-owned vehicle available but declined (IRS rate less 7.0 cents)	50.5 cents per mile												
Tolls and parking fees	Actual cost												
Commercial transportation (air, taxi, rental car, etc.) plus reasonable gratuities	Actual cost for mode and class of transportation authorized												
Specially equipped personal van – provides wheelchair access (IRS rate plus 9.0 cents)	66.5 cents per mile												
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Lunch	\$13.00												
Dinner	\$20.00												
Expenses that are not travel related (e.g., supplies, copy charges, fax charges)	Actual cost												

**\*Metropolitan Areas**

See listing on next page.



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

**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:	
P.O. #:	VENDOR #:
CONTACT PERSON:	TELEPHONE NUMBER:

**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).

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

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)