



**REQUEST FOR PROPOSAL (RFP)  
FOR  
ENERGY MANAGEMENT SERVICES  
IN CONJUNCTION WITH  
MARSHALL PUBLIC SCHOOLS ISD 413**

**SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees, or Southwest Minnesota State University (SMSU) 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.**

**This RFP is made in coordination with the Request for Proposal (RFP) being issued from the Marshall Public Schools, ISD 413 which can be found at [swmn.org](http://swmn.org). While separate proposals are being requested, the two responses for SMSU and ISD 413 will be evaluated together. Any award will result in two separate contracts, one from each institution.**

**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. MnSCU reserves the right to reject a proposal if required information is not provided or is not organized as directed.**

**MnSCU also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) at:**

**<http://www.smsu.edu/administration/businessservices/?id=4003>**

**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.**

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## **1.0 General Information**

### **1.1 Background**

Minnesota State Colleges and Universities is the largest single provider of higher education in the State of Minnesota and the seventh-largest system of higher education in the United States. It is comprised of 31 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 students annually in credit-based courses and additional students in non-credit courses, and produces approximately graduates each year. For more information about Minnesota State Colleges and Universities, please view its website at [www.mnscu.edu](http://www.mnscu.edu).

Southwest Minnesota State University (herein referred to as the "School") is a fully accredited liberal arts institution, the youngest of the seven four-year universities within the Minnesota State Colleges and Universities (MnSCU) system. Southwest Minnesota State University is fully accessible and offers 48 undergraduate majors, 46 minors, four associate degree majors and four master's programs. A number of "two-plus-two" programs with community colleges within the MnSCU system makes it seamless to move from an associate degree to a bachelor's degree at Southwest Minnesota State University. The University enrolls approximately 7,900 students in its undergraduate, graduate, and College Now programs encompassing the liberal arts, interdisciplinary studies and applied fields. The University is a member of the Minnesota State Colleges and Universities System and has a faculty and staff of about 400. For further information about the University, see our web site at: [www.smsu.edu](http://www.smsu.edu).

### **1.2 Nature of Request for Proposal (RFP)**

The purpose of this RFP is to solicit sealed proposals from qualified Professional Services Providers to develop, implement and manage a comprehensive organizational behavior-based energy conservation program designed to reduce energy consumption requiring NO lighting or equipment retrofits or replacements. The successful candidate will identify and make recommendations to reduce energy consumption of all energy types (electricity, natural gas, fuel oil, etc.) as well as water and sewer, more specifically set forth and described in Exhibit A, Qualifications, Scope of Services and Fees, with the intent to enter into a contract for up to five years, commencing no later than September 1, 2014. Please note that the resulting contract shall also be available for use by other MnSCU institutions. This RFP is undertaken by the School pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Selection of vendors shall be based on the School's evaluation of responses. The School seeks to enter into a multi-year agreement for the development, implementation and management of a customized organizational behavior-based energy conservation program, as well as any further terms and conditions negotiated between Southwest Minnesota State University, the System Office's General Counsel and/or the Office of the Attorney General, and the selected vendor. All interested providers are invited to submit a proposal in accordance with the terms and conditions stated in this Request for Proposal (RFP).

### **1.3 Selection Criteria**

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

- a. Expressed understanding of proposal requirements and Scope of Work
- b. Comprehensive Proposal
- c. Net Savings and Guarantee

- d. Experience, Expertise, Background, and Qualifications
- e. Submission of References
- f. Proposal submission to Marshall Public Schools, Independent School District 413

Interviews-may be held as part of the evaluation process.

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

This Request for Proposal is not subject to competitive bidding requirements of Minnesota Law. The University reserves the right to accept multiple proposals. The University reserves the right to:

- Accept or reject any and all proposals, in whole or in part.
- Waive any informalities or minor defects in proposals if it is deemed not to have any material effect on the final outcome.
- Accept any item(s) in any proposal, unless otherwise specified in writing by Responder.
- Negotiate separately as necessary in order to serve the best interests of the University.

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

The School 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 1.5 of this RFP.

Please refer to Section 1.17 Proposal Rejection and Waiver of Informalities for additional information.

#### **1.4 Selection Process**

The selection panel includes an ad hoc committee comprised of the Vice-President for Finance and Administration, the Director of Facilities and Physical Plant, the Director of Business Services, the Building Maintenance Supervisor, and the Building Services Manager. The ad hoc committee will evaluate the proposals and make a recommendation for the vendor selection to the President of the School.

All complete proposals received by the deadline will be evaluated. An interview or site visit(s) of present locations where responders occupy may be part of the evaluation process.

#### **1.5 Selection and Implementation Timeline**

Notice Published on Dept. of Administration Website and RFP available on School's website	May 21, 2014
Deadline for vendor questions regarding RFP	June 11, 2014
Responses to vendor questions provided to each participant and posted on the School's website	June 18, 2014
Submission deadline for RFP proposals	June 30, 2014

Review and evaluation of proposals	July 9, 2014
Interviews (if necessary)	July 14 – 18, 2014
Complete selection process and initiate contract	July 23, 2014

**1.6 Vendor Questions**

Vendor questions must be submitted via email by 2:00 PM on June 11, 2014 to:

Deb Kerkaert, Vice President of Finance and Administration  
 Southwest Minnesota State University  
 Email: [Deb.Kerkaert@smsu.edu](mailto:Deb.Kerkaert@smsu.edu)  
 Phone: 507-537-6093

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 same website as the RFP by the date indicated in Section 1.5 of this RFP.

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

**1.7 Contract Term**

The School desires to enter into a contract with the successful vendor(s) effective September 1, 2014. The length of such contract(s) shall be up to five years. If the School and the vendor are unable to negotiate and sign a contract by August 11, 2014 the School reserves the right to seek an alternative vendor(s).

**1.8 Parties to the Contract**

Parties to this contract shall be the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the School and the successful vendor(s).

**1.9 Contract Termination**

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract(s) upon 30 days written notice, with or without cause. The vendor(s) may cancel the contract(s) upon 181 days written notice, with or without cause.

Upon the expiration or termination of the leasing agreement, the vendor shall surrender possession of premises to the University in the same order as when received minus ordinary wear and tear, and depreciation excepted, the fixtures and equipment owned by the University and any equipment furnished by the vendor to replace similar equipment which may have become lost, damaged, or destroyed, shall become the sole property of the University.

**1.10 Definitions**

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

MnSCU: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Southwest Minnesota State University

School(s): Southwest Minnesota State University

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

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

**1.11 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.

**1.12 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 School's Vice President of Finance and Administration.

**1.13 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. The contents of the proposal of the successful bidder shall be incorporated and made part of the contract by reference. All previous communication 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. The School reserves the right to incorporate standard State of Minnesota contract provisions into any contract resulting from this RFP.

**1.14 Deviations and Exceptions**

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

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

**1.16 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.

### **1.17 Proposal Rejection and Waiver of Informalities**

This RFP does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or the School 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. The School 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.

### **1.18 Material Ownership and Disposition of Responses**

All materials submitted in response to this RFP shall become property of the School and MnSCU 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 School awards a contract.

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 MnSCU, 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 School'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 School.

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

### **1.19 Cost of Proposal**

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

## **2.0 VENDOR REQUIREMENTS**

### **2.1 MnSCU Information Contact**

The School's contact/liaison for purposes of responding to inquiries about the RFP is:

Name: **Deb Kerkaert**  
Title: **Vice President of Finance and Administration**  
Address: **1501 State Street FH 215**  
**Marshall, MN 56258**  
E-mail Address: [Deb.Kerkaert@smsu.edu](mailto:Deb.Kerkaert@smsu.edu)

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and the School shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. See Section 1.6 for further information on submission of vendor questions.

## 2.2 General Requirements

### Section 1 – Program Criteria

- Describe your company's background and experience providing organizational behavior-based energy conservation programs similar to the scope of services
- Describe the financial aspects and guarantee of your program
- Describe the overall experience of your company and implementation team in providing services similar to the scope of services
- Provide an overview of proposed services

### Section 2 – Services Criteria

- Describe your approach to integrating operational and behavioral practices of energy conservation to achieve best results
- Provide a timeline and key deliverables
- Indicate whether your process or methodology has ever been reviewed by an expert in Organizational Behavior Science
- Describe your experience in saving energy by helping your clients optimize existing buildings, equipment and controls systems without the reliance on new equipment or controls installation as a vehicle to save energy and money.
- Describe your experience with ENERGY STAR® and in helping organizations achieve ENERGY STAR recognition
- Describe the internal and external communications and public relations support your Organization will provide with your program  
Provide examples of operating or training manuals or checklists in support of this effort that you may have created for other clients

### Section 3 – Measurement and Verification

- Describe your approach to measuring and verifying (M&V) savings over 5 year program
- Identify whether the energy accounting software used for M&V will be managed by School or vendor
- Describe software's adherence to industry standards, specifically whether it adheres to the International Performance Measurement and Verification Protocol (IPMVP)
- Identify whether the energy accounting software used for M&V is owned or developed by provider or by a third party.
- Identify how many updates or upgrades the software has had in the past 3 years
- Describe how adjustments are made to account for non-program related savings or other changes in the School's environment
- Describe how the measurement and verification methodology control for building improvements is calculated and factored in along with the impact of behavior or organizational change versus optimizing equipment

### Section 4 – Program Cost and Savings Guarantee

- Describe program and costs
- Describe your savings guarantee
- Explain your approach for helping School achieve savings prior to incurring costs
- Describe the methodology your company uses to arrive at savings projections
- Describe the average simple payback of the program



- Include a five year savings projection summary, identifying annual costs and projected annual savings. Savings projections should be based on actual (historical) expenditures, not budgeted expenditures.
- Identify whether fees are set at a fixed level or as a percentage of actual savings during the contract term
- Identify the duration of the payment term

**Section 5 – References and Case Studies**

- Provide at least three to five references for whom you have provided similar services; include contact information
- Include at least two case studies that demonstrate measurable results solely from organizational behavior-based energy conservation, not from new equipment or lighting retrofits or automated controls installation
- Provide reference letters from at least three clients for whom you have implemented an organizational behavior-based energy conservation program
- Describe any awards your organization has received relevant to your work in the energy conservation field

**Section 6 – Client and Program Success Coverage**

- Provide samples of positive media coverage your clients have received as a result of implementing your program

**Section 7 – Supplemental Information**

- Provide any additional information that may help School in its evaluation

**Section 8 – Service Agreement**

- Include a copy of your company’s proposed service agreement, terms and conditions

**3.0 Proposal Evaluation**

SMSU is interested in selecting a provider with demonstrated experience and expertise in successfully developing, implementing and administering organizational behavior-based energy conservation programs for complex environments that include: an extensive number of facilities, varying energy consumption groups (occupants and service providers), varying consumption patterns, multiple stakeholders (leadership and facilities), etc. All Proposals will be evaluated for completeness and the proposer’s ability to meet or exceed RFP specifications, outlined in section 6.0 below.

Criteria:

Expressed Understanding of RFP requirements and Scope of Work

Comprehensive Proposal

Net Savings and Guarantee

Experience, Expertise, Background and Qualifications

References

Proposals Submitted to Marshall Public Schools ISD 413

**4.0 ADDITIONAL RFP RESPONSE AND CONTRACT REQUIREMENTS**

**4.1 Contract**

The contract entered into by the School 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. The resulting contract shall be available for use by all other MnSCU institutions.

#### **4.2 Problem Resolution Process**

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

#### **4.3 Affidavit of Non-Collusion**

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

#### **4.4 Non-Discrimination**

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

#### **4.5 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.

#### **4.6 Human Rights Requirements**

For all contracts estimated to be in excess of \$100,000, all responding vendors are required to complete Exhibit B, 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, 680 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.

#### **4.7 State Audit & Minnesota Data Practices**

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to MnSCU and the Legislative Auditor's Office for six (6) years after the termination/expiration of 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 MnSCU, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed and an award decision made. 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, MnSCU, its agents and employees, from any judgments or damages awarded against the State or MnSCU in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MnSCU'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 MnSCU.

#### **4.8 Conflict of Interest**

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

#### **4.9 Organizational Conflicts of Interest**

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

#### **4.10 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, section 270B.02, subdivision 1, 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 Statutes Chapters 270B and 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 MnSCU and the School.

The vendor shall recognize MnSCU'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, MnSCU and the School 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.

#### **4.11 Liability**

The vendor agrees to indemnify and save and hold the School, 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 Schools' failure to fulfill its obligations pursuant to contract.

#### **4.12 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.

#### **4.13 Insurance Requirements**

a. The selected vendor will be required to submit an ACCORD Certificate of Insurance to the Southwest Minnesota State University's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insured's. The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better prior to execution 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

In addition, the following coverage must be included:

Products and Completed Operations Liability  
Blanket Contractual Liability

Name the following as Additional Insured's:

Board of Trustees of the Minnesota State Colleges and Universities

Southwest Minnesota 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:

Owned, Hired, and Non-owned

Name the following as Additional Insured's:

Board of Trustees of the Minnesota State Colleges and Universities

Southwest Minnesota State University

- 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

The vendor will be required to submit a certified financial statement providing evidence the vendor has adequate assets to cover any applicable E & O policy deductible.

- c. Southwest Minnesota 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 Southwest Minnesota State University and copies of policies must be submitted to Southwest Minnesota State University's authorized representative upon written request.

## 5.0 RFP RESPONSES

### 5.1 Submission

The responder shall submit Six (6) copies of its RFP response and one digital copy (CD or Flash Drive) with the RFP response in Microsoft Word format. One copy of the proposal must be marked as the "Original" and signed in blue ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Proposals must be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. MnSCU, 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 FOR ENERGY MANAGEMENT SERVICES.**

Sealed proposals are due at the following location no later than **June 30, 2014 by 2 PM:**

Institution: **Southwest Minnesota State University**  
Name: **Deb Kerkaert**  
Address: **1501 State Street FH 215**  
**Marshall, MN 56258**

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

**Fax and e-mail responses will not be considered.**

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

**5.2 Proposal Content**

Failure to submit proposals in accordance with the RFP requirements will be grounds for rejection.

Responses to this RFP must be presented in the same order as in the RFP, item by item. Where no specific response is deemed necessary, please simply indicate vendor's awareness and understanding of the requirement.

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 attached to the vendor's proposal upon submission.

The Proposal Offering Form must be signed in blue ink by an authorized member of the firm and proof of authority of the person signing must accompany the response.

Vendor must warrant that the proposed solution meets or exceeds all specifications contained or referenced herein.

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. The vendor must clearly state in the proposal any exceptions to, or deviations from, the specifications, terms, and conditions.

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.

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.

The School 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.

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.

**5.3 Proposal Offering Form**

The Proposal Offering Form attached to this RFP as Exhibit C must be completed and submitted with each vendor's response.

## 5.4 Vendor Notifications Related to RFP Responses

- a. Vendors are hereby notified that neither MnSCU 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 MnSCU, 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.

## 6.0 QUALIFICATIONS, SCOPE OF SERVICES AND FEES

### 6.1 Qualifications

Your proposal certifies that your company:

- Provides services primarily for higher education and k-12 school districts or for similar complex environments.
- Has at least 10 years or more of experience as a firm delivering organizational behavior-based energy conservation programs and services similar to the services sought by this RFP and that specifically do not depend on or involve improvements and installation of energy efficient lighting, HVAC equipment or computerized controls systems.
- Is a provider with similar contracts in the upper Midwest region
- Is recognized in its work in organizational behavior-based energy conservation programs
- Provides an energy program that is sustainable for the long term (10+ years) even after the period of full services from the provider are no longer necessary. Must include savings information from at least two 10+ year clients to validate this qualification.
- Has references and case studies that demonstrate the provider's ability to implement long-term, successful organizational behavior-based energy conservation programs

Your proposal certifies that measurement and verification (M&V) will be conducted by using an independent third-party measurement and verification (M&V) software company that:

- Has at least 10 years or more of experience licensing agreements with similar organizations
- Is an EPA ENERGY STAR partner
- Will provide evidence of and demonstrates successful implementation of verification software to similar organizations
- Adheres to industry standards (specifically including the IPMVP) for calculating cost avoidance from energy conservation measures
- Provides an interface between its software and EPA's Portfolio Manager for ENERGY STAR reporting
- Is completely independent of Provider; i.e., no common ownership

### 6.2 Scope of Services and Fees

Successful provider must possess demonstrated ability and expertise to develop, implement, measure and manage a customized behavioral-based energy management and conservation program. Provider shall make recommendations, provide energy conservation program management, training, and subject matter expertise to develop a comprehensive multi-year Energy Conservation Program.

Services — The Provider will make assessments of current energy consumption and establish a baseline, assess building occupancy patterns, equipment run times and settings and staff routines and practices and provide initial and ongoing recommendations on a range of cost

effective service delivery options, staffing, processes and procedures that will ultimately produce a sustainable reduction in energy consumption. These recommendations and procedures will include a set of transition initiatives to ensure realized savings exceed program investment costs within twelve months of program implementation.

Scope of Services to be provided shall include, but are not limited to the following:

1. Program Implementation
  - a. Implementation of a formalized organizational behavior-based energy conservation program. Proposal shall not include or depend on financing vehicles, installation of mechanically retrofitted devices or of computerized control systems. The program will be funded from our existing utility budget and an initial implementation period will exist where initial costs are deferred or minimized to ensure positive cash flow within a few months of program start. A reasonable goal is \_\_\_\_\_% savings (please fill in).
  - b. Proposal shall include an integrated approach to implementing a program that addresses both behavioral changes of occupants and energy users, as well as optimization of existing equipment and control systems. The program will not include replacement of mechanical equipment or lighting in the facilities. The emphasis of the program should be on changing energy attitudes, procedures, habits and routines.
  - c. Vendor will provide or hire dedicated personnel to manage the organizational behavioral-based energy program. The vendor must demonstrate significant expertise in the selection of an Energy Manager. Selection of an Energy Manager will be a collaborative process between the vendor, School, and Marshall Public Schools ISD 413.
  - d. Vendor must conduct initial and follow-up onsite assessments of Organization's facilities, providing support of a team of specialists, engineers and other experts with collective experience in all aspects of energy management. Provider will deliver substantial savings recommendations specific to the Organization's facilities on an ongoing basis. All areas must fall within industry standards and guidelines for thermal comfort, air quality/ventilation, lighting, and safety standards.
2. Measurement and Verification
  - a. Vendor shall recommend energy tracking software to measure and verify (M&V) an accurate calculation of savings throughout the term of the contract. Organization will maintain the software license directly with the software vendor. Software must be commercially available, must include a component to calculate cost avoidance, and the software's formulas used to determine cost avoidance must adhere to the IPMVP protocol for energy conservation measurement and verification.
  - b. Vendor shall certify that it has no ownership in the energy tracking software proposed for this project.
  - c. The M&V training process must be supported by a Certified Measurement & Verification Professional (CMVP) or an equivalent certified data expert from the Provider's staff. Energy Manager, will build and maintain the energy consumption and other databases that are used to calculate savings in accordance with relevant industry standards. Savings results will be reported monthly by the Energy Manager using the aforementioned software program.
3. Communication and Recognition
  - a. Provide support for obtaining initial ENERGY STAR® building certification recognition.
  - b. Provide public relations and internal communications support for the effective communication of the energy program during all stages of implementation.
4. Ongoing Service
  - a. Provide basic ongoing support at no additional cost beyond the end of the contract term. Support may include assessments, replacement of the Energy Manager,



additional training of the Energy Manager, written materials and no-fee registration at annual conferences. Vendor should identify if there are optional fee-based services also available after the contract term.

5. Fees
  - a. The program shall be entirely self-funded. There will be no out of pocket startup costs to the School.
  - b. All costs must be clearly identified in the proposal, and savings projections must be based on the most current actual expenditures.
  - c. The proposed solution must be guaranteed to generate enough savings to pay for itself within the first year of contract award, and for each year of the contract term.
6. Savings — At a minimum, a five-year savings matrix must be provided with the proposal response. All reported savings must be generated from a direct reduction in energy consumption and any additional verifiable cost containment or avoidances resulting from the Program in accordance with current industry-accepted valuation methodology.

The historical data below is intended to assist in calculating and proposing a ten-year projected cost savings to Organization:

Fiscal Year 2013 (July 12-June 13) Year's Actual Expenditures:

Electricity -	\$1,291,252.89,
Natural Gas -	\$24,350.35
Heating Oil -	\$0
Water/Sewer -	\$271,151.43

Fiscal Year 2014 (July 13-June 14) Budgeted Expenditures:

Electricity -	\$1,300,000
Natural Gas -	\$30,000
Heating Oil -	\$0
Water/Sewer -	\$349,000

Total full time enrollment Fiscal Year 2014: 3,678 total full year equivalents (FYE); of these 1,346 FYE are from students who likely never stepped on campus, so on campus is 2,332 FYE - some of these students could be taking only online courses but more than likely most are on campus

Number of sites/campuses: one

Total building square footage: 1,233,169

Approximate percentage of air conditioned square footage: 73%

Approximate percentage of square footage where HVAC is controlled by energy management microprocessors: 79%

School does have a central heating/cooling plant but several buildings have their own chillers

School does not generate its own power.

**EXHIBIT A**  
**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 B

## Human Rights Certification Information and Affirmative Action Data Page

### 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 two (2) years. For additional information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5<sup>th</sup> Street, Suite 700, St. Paul, Minnesota 55101.

#### AFFIRMATIVE ACTION DATA PAGE – FOR RESPONSES IN EXCESS OF \$100,000 ONLY

If a response to this solicitation is in excess of \$100,000, complete the information below to determine whether the business or firm is subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement and to provide documentation of compliance if necessary. *It is the sole responsibility of the business or firm to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the response and to obtain Human Rights certification prior to the execution of the contract.*

**Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$75.00 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 \$75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101.**

**How to determine which boxes to complete on this form:**

	Box A	Box B	Box C	Box D
<b>On any single working day within the previous 12 months, the company... Then you must complete these boxes...</b>				
employed more than 40 full-time employees in Minnesota.	•			•
did not employ more than 40 full-time employees in Minnesota but did employ more than 40 full-time employees in the state where the company is domiciled.		•		•
did not employ more than 40 full-time employees in Minnesota or the state where the company is domiciled.			•	•

**BOX A – For a company which has employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months,**

Its response will be rejected unless the company:

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 and time the responses are due.

Check one of the following statements if the company has 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. Include a copy of your certificate with your response. **Proceed to BOX D.**
- We do not have a current Certificate of Compliance but we have submitted an affirmative action plan to the MDHR for approval which the Department received on \_\_\_\_\_(date) at \_\_\_\_\_(time). [If you do not know when the Department received your plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance and have not submitted an affirmative action plan to the MDHR. *We acknowledge our response will be rejected.* **Proceed to BOX D.**

**Note: A** Certificate 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 reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B - For a company which has not had more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is domiciled,**

the company may achieve compliance with the Minnesota Human Rights Act by certifying it is in compliance with applicable federal affirmative action requirements.

Check one of the following statements if the company has not employed more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is located:

- We are not subject to federal affirmative action requirements. **Proceed to BOX D.**
- We are subject to federal affirmative action requirements and are in compliance with those requirements. **Proceed to BOX D.**

**BOX C – For a company not described in BOX A or BOX B,**

The company is not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on a single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D.**

**BOX D – For all companies**

By signing this statement, you certify the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone number: \_\_\_\_\_

For further information regarding Minnesota Human Rights Act requirements, contact:  
Minnesota Department of Human Rights, Compliance Services Unit

Mail: 190 East 5<sup>th</sup> Street, Suite 700  
St. Paul, MN 55101

Metro: 651.296.5663

Toll Free: 800.657.3704

Website: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

Fax: 651.296.9042

Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)

TTY: 651.296.1283

**MINNESOTA STATE COLLEGES AND UNIVERSITIES  
NOTICE TO VENDORS**

**AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE**

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

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

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to MnSCU that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5<sup>th</sup> Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; TTY: 651.296.1283.

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

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

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

Failure by the vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statutes §363A.36, subdivisions 3 and 4). A certificate is valid for a period of two (2) years.

## **DISABLED INDIVIDUAL CLAUSE**

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

B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

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

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

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

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

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

NAME OF COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# EXHIBIT C

## Proposal Offering Form

### **Southwest Minnesota State University Energy Management Services**

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 service(s) in accordance with the attached proposal, or as mutually agreed upon by subsequent negotiation and contract. Vendor will make services operational by \_\_\_\_\_ or within \_\_\_\_\_ days from the date a contract is executed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_