Request for Proposal
#192234
Outside Laboratory Testing

Department of Student Affairs – Health Services
Minnesota State University, Mankato

Facilities Purchasing Office

Request for Proposal

Outside Laboratory Testing

Return proposals to:  
Donna Hensel, Coordinator  
Minnesota State University, Mankato  
Wiecking Center 358  
415 Malin Street  
Mankato, MN 56001

Current Date: 06/01/15

RFP Date Due 06/26/2015
RFP Time Due 2:00 PM CST
RFP Number 192234

(507) 389-5016  
Email: donna.hensel@mnsu.edu

Name of VENDOR Firm:____________________________  
Firm Contact:________________________ Phone:_________________ Fax:____________________

Mailing Address:________________________________ Web Address (if any):__________________________

Email:________________________________________________________

Signature of Authorized Agent:________________________ Date:____________________

Proposal are being accepted by Minnesota State University, Mankato for Outside Laboratory Testing. See specifications in the RFP following.

Proposals are to be submitted in a sealed envelope, plainly marked “Proposal No. 192234 -- Outside Laboratory Testing” along with the VENDOR’s name and date and time of the scheduled opening. Minnesota State University, Mankato, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified. Proposals made in pencil or forwarded using e-mail and the internet will be rejected.

SUBMISSION

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

LIABILITY
ACCESSIBILITY: COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

The VENDOR agrees that in occupying the premises as described herein, it is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act. The University 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.

This document is available in alternative format to individuals with disabilities by calling Donna Hensel at the Office of Facilities Purchasing 507-389-5016 or 800-627-3529 (TTY).

DISCLAIMER

Issuance of this Request for Proposal in no way commits the University or its faculty or staff to enter into a contract for services outlined above. The University reserves the right to reject any or all Requests for Proposal submitted in response.

MINNESOTA DATA PRACTICES ACT

The VENDOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the VENDOR in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the VENDOR or the STATE. In the event the VENDOR receives a request to release the data referred to in this Article, the VENDOR must immediately notify the STATE. The STATE will give the VENDOR instructions concerning the release of the data to the requesting party before the data is released.
MINNESOTA STATE COLLEGES AND UNIVERSITIES

MINNESOTA STATE UNIVERSITY, MANKATO

REQUEST FOR PROPOSAL (RFP) #192234
FOR
Outside Laboratory Testing

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or Minnesota State University, Mankato 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. 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) on the Facilities Purchasing Web Site: http://www.mnsu.edu/fpurchas/ 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.

May, 2015
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Section I. General Information

Background

Minnesota State Colleges and Universities is the seventh-largest system of higher education in the United States. It is comprised of 32 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 50,000 students each year in credit and an additional 130,000 students in noncredit courses, and produces 33,500 graduates each year. For more information about Minnesota State Colleges and Universities, please view its website at www.mnscu.edu.

Minnesota State University, Mankato, a comprehensive university in the Minnesota State Colleges and Universities (MnSCU) system, is located on a 303 acre campus in Mankato, Minnesota, a community of approximately 53,000 situated in the Minnesota River Valley of south central Minnesota. The University offers a full range of undergraduate and a broad selection of graduate programs, and as such, has statewide responsibilities for the articulation of and providing access to professional programs not available at other colleges and regional universities. The University also has a major obligation to provide leadership in applied research important to the economy and quality of life in the state.

Founded in 1868, Minnesota State University, Mankato, has evolved from its beginnings as a normal school, to become in 1921 Mankato State Teachers College when it was authorized to offer a four-year curriculum. Because of its increasing commitment to providing more than teacher preparation, the name was changed to Mankato State College in 1957. The institution continued to grow in size and its reputation for academic excellence led to university status in 1975. Mankato State University became Minnesota State University, Mankato, in September 1998, giving further prominence to its growth to an institution recognized nationally.

The University is under the control and management of the Minnesota State Colleges and Universities (MnSCU) Board of Trustees, an agency of the State of Minnesota.

More than 15,000 students, including more than 600 international students from approximately 75 countries, attend Minnesota State University, Mankato. 1,500 faculty and staff, including more than 700 teaching faculty, provide for those student customers.

For additional information on the campus those interested are invited to review the University’s Web site at: http://www.mnsu.edu/

Nature of RFP

Minnesota State University, Mankato is requesting proposals for outside laboratory testing. This RFP is undertaken by Minnesota State University, Mankato pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

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

General Selection Criteria

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

-Ability to build or utilize an established tunnel to transfer information between the current electronic medical record (Medicit, LLC) at Minnesota State University, Mankato Student Health Services, and to the successful bidder.
- Efficiency and ease of use of the services and transmission of outside laboratory tests to and from the clinic.
• Costs of individual laboratory tests most commonly conducted and of selected tests specified.
• Support to the campus when problems occur.
• Demonstrated ability to understand the needs of a college health clinic.
• Willingness to bill students at agreed upon rates in all situations when billing is done through the outside laboratory.

Selection Process

The selection process includes:
Director of Health Services
Director of the Laboratory
Insurance/Billing Representative
Medical Director

Other staff may consult on process as needed such as the Privacy and Security Officer of IT Services. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>Day/Date</th>
<th>Timeline Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, June 1, 2015</td>
<td>Publish RFP</td>
</tr>
<tr>
<td>Thursday, June 11, 2015</td>
<td>Deadline for Questions submitted on web site</td>
</tr>
<tr>
<td>Thursday, June 18, 2015</td>
<td>Answers posted on web site</td>
</tr>
<tr>
<td>Friday, June 26 at 2:00 pm CT</td>
<td>Deadline for RFP proposal submissions</td>
</tr>
<tr>
<td>Monday-Wednesday, June 29 – July 1, 2015</td>
<td>Review RFP proposals</td>
</tr>
<tr>
<td>Wednesday, July 8, 2015</td>
<td>Complete selection process</td>
</tr>
<tr>
<td>October 1, 2015</td>
<td>Approximate deadline for executing contract</td>
</tr>
</tbody>
</table>

Contract Term

Minnesota State University, Mankato desires to enter into a contract with the successful VENDOR(s) effective October 1, 2015. The length of such contract(s) shall be five (5) years. If Minnesota State University, Mankato and the VENDOR are unable to negotiate and sign a contract by September 1, 2015, then Minnesota State University, Mankato reserves the right to seek an alternative VENDOR(s).

Parties to the Contract

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

Contract Termination

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

Definitions

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

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

School: Minnesota State University, Mankato
Office of the Chancellor: The central system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota.

VENDOR: The firm selected by Minnesota State University, Mankato as the successful responder(s) responsible to execute the terms of a contract.

EHR: Electronic Health Record and comprehensive medical practice management system

Applicable Law

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

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the Vice President of Finance and Administration, Richard J. Straka.

Entire Agreement

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties, whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

Deviations and Exceptions

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

Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between Minnesota State University, Mankato and the VENDOR.

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

Authorized Signature

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

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or Minnesota State University, Mankato 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. Minnesota State University, Mankato also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

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

Section II. Parties to the RFP

Minnesota State University, Mankato

Section III. VENDOR Requirements

Student Health Services is seeking to contract with a qualified VENDOR for Outside Laboratory Testing (Medicat, LLC). Discussion should include pricing, how tests are conducted, programmatic elements, features, compatibility with outside programs and services, linkages needed for compatibility, limitations and all itemized costs.

VENDOR should discuss:

1. The product’s ability to electronically transfer laboratory requisition and results, demographic information and insurance information to and from Minnesota State University, Mankato. The ability to provide seamless linkages (through an interface tunnel) that connects lab testing, patient demographic information, and billing, and insurance information to EHR (Medicat, LLC). Discuss systems components within your software interface and specify exactly what systems your program interfaces with externally (compatibility). Discuss ease of use of laboratory interface and how this interface works.
2. Willingness to negotiate costs related to building a tunnel to/from the electronic record. Reference lab will be responsible for entire cost of building a tunnel or maintenance if a current tunnel exists to support lab interface.
3. VENDOR’s experience working with college health clinics to provide outside laboratory testing services. Please give a minimum of two college health center references (preferable campuses of 12,000-15,000).
4. Security and privacy features and compliance with state and federal laws.
5. Ability to bill to multiple insurance companies or bill specific charges on an account to a student directly. Willingness to charge Minnesota State University, Mankato contracted rates for all student samples, including transparent costs for those student insurances being billed directly.
6. The support features for the electronic laboratory interface. How and when (frequency) charges will be electronically submitted to Minnesota State University, Mankato. Discuss when charges will be billed directly to the student’s insurance VENDOR.
7. The laboratory reports available from the VENDOR at no additional cost to Minnesota State University, Mankato.
8. How laboratory rates are determined and negotiated for tests offered. How the VENDOR will breakdown all costs related to lab tests, training, start-up, and maintenance.
9. Willingness to negotiate rates when insurance reimbursement is less than reference lab rates.
10. Provide a comprehensive list of lab rates in addition to a 5-year breakdown of lab testing costs for the identified lab tests (see Attachment A). If you are unable to identify 5-year guaranteed rates please give guaranteed rates for years 1 - 3 and estimated rates as a percentage increase for years 4-5. State clearly that the costs will not exceed the estimated percentage increases listed.
11. Training of staff (if needed), timelines, duration, etc.
12. Ability to provide customer service and support including availability by phone, hours of operation, frequency of courier service, availability of drop box after hours or other method to send time sensitive tests once the courier is gone.
13. Supply general testing materials used for outside lab orders at no cost to Minnesota State University, Mankato such as tubes, transport bags, bandages, alcohol wipes, and pathology transport containers.
14. Ease of transition with current laboratory interface and work flow.
15. Verify current lab certification, proof of CLIA certification and laboratory accrediting agency
    information/certificate.
16. Pricing must include itemized breakdown of both product purchases (modules available and
    features included in each), linkages to other system (Minnesota State University, Mankato
    laboratory, EHR, insurance companies, etc), and all training and implementation costs. VENDOR
    methodology should be provided where specified.

Information Contact

Questions regarding this RFP need to be submitted in writing, and submitted through the Purchasing web site
(http://www.mnsu.edu/fpurchas/) under submit questions. The questions are linked to the contact person below.

Name: Wendy Schuh
Title: Director of Student Health Services
Address: 21 Carkoski Commons, Mankato, MN 56001

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and
Minnesota State University, Mankato shall not be bound by and responders may not rely on information regarding
RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and
his/her telephone number, fax number and/or e-mail address. Anonymous inquiries will not be answered.

Section IV. Response Evaluation

The following criteria and their identified weight will be used by Minnesota State University, Mankato to evaluate
the responses:

<table>
<thead>
<tr>
<th>Evaluation Criteria Categories</th>
<th>Evaluation Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost: itemized initial and 5-year rates. Any start-up costs needed for implementation. Fill out Attachment A and include with RFP Response.</td>
<td>40%</td>
</tr>
<tr>
<td>Completeness, thoroughness and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed above.</td>
<td>25%</td>
</tr>
<tr>
<td>Implementation, training and maintenance – ability to provide interface between EHR and outside laboratory. Provide seamless transition and training/support at no additional cost.</td>
<td>25%</td>
</tr>
<tr>
<td>Qualifications of the VENDOR and their personnel - experience working with college health.</td>
<td>5%</td>
</tr>
<tr>
<td>Consistency of the proposed solutions to Minnesota State University, Mankato’s present and future needs.</td>
<td>5%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

Minnesota State University, Mankato does not agree to reach a decision by any certain date although it is hoped the
evaluation and selection will be completed by the date identified in the Selection and Implementation Timeline
above.

A proposal may be rejected if it is determined that a VENDOR’s ability to work with the existing infrastructure will
be too limited or difficult to manage.
Section V. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors

As a condition of this contract, VENDOR 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 VENDOR 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 VENDOR, Minn. Stat. §256.998 requires the state to report your name, address and social security number to the New Hire Reporting Center of the Minnesota Department of Human Services unless your contract is for less than two months in duration with gross earnings of less than $250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

Problem Resolution Process

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

Affidavit of Non-Collusion

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

Human Rights Requirements

For all contracts estimated to be in excess of $100,000, all responding VENDORs are required to complete the Human Rights Certification Information and Affirmative Action Data Page, and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 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.

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 VENDORs 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 VENDORs shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Insurance Requirements

A. The selected VENDOR will be required to submit an ACORD Certificate of Insurance to the Minnesota State University, Mankato'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 MnSCU 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 subVENDOR 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 sub-VENDOR 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
   Minnesota State University, Mankato

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 sub-VENDOR 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 MnSCU. If the VENDOR desires authority from MnSCU 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 MnSCU 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 MnSCU 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 MnSCU 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 MnSCU;
- 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 VENDOR(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. Minnesota State University, Mankato 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 Minnesota State University, Mankato and copies of policies must be submitted to Minnesota State University, Mankato’s authorized representative upon written request.

State Audit

The books, records, documents and accounting practices and procedures of the VENDOR relevant to the contract(s) must be available for audit purposes to MnSCU and the Legislative Auditor’s Office for six (6) years after the termination/expiration of the contract.

Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The VENDOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by 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. Pursuant to the statute, completion of the evaluation process occurs when MnSCU 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, 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.

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

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Solely for the purposes of defining the VENDOR’S role in relation to the use and disclosure of MnSCU’s protected health information, the VENDOR engaged in activities pursuant to this Agreement is a member of the MnSCU’s workforce as that term is defined by 45 CFR 160.103. The VENDOR is not and shall not be construed to be an employee of MnSCU.

MnSCU shall cooperate with the VENDOR in complying with its obligations as a HIPAA covered entity, including, but not limited to, making VENDOR available for MnSCU’s training in its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. MnSCU shall instruct the VENDOR to comply with MnSCU’s policies and procedures governing the use and disclosure of individually identifiable health information.

**Conflict of Interest**

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

**Organizational Conflicts of Interest**

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a VENDOR is unable or potentially unable to render impartial assistance or advice, or the VENDOR’s objectivity in performing the contract work is or might be otherwise impaired, or the VENDOR has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school’s chief financial officer or the Office of the Chancellor’s Business Manager that must include a description of the action which the VENDOR has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the school or Office of the Chancellor 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 Office of the Chancellor 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 VENDOR, and the terms “contract,” “VENDOR,” and “contracting officer” modified appropriately to preserve MnSCU’s rights.

**Physical and Data Security**

The VENDOR is required to recognize that on the performance of the contract the VENDOR will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13; and other applicable laws.
In performance of the contract, the VENDOR agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13 relating to confidentiality of information received as a result of the contract. The VENDOR agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

The VENDOR agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The VENDOR agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the VENDOR on behalf of MnSCU and Minnesota State University, Mankato.

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

Reimbursements

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

Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than Friday, June 26, 2015, at 2:00 pm CST:

Institution: Minnesota State University, Mankato
Name: Donna Hensel
Title: Facilities Purchasing Coordinator
Mailing Address: 358 Wiecking Center -- 415 Malin Street -- Mankato, MN 56001

The responder shall submit five (5) copies of its RFP response and a compact disc with the RFP response in Microsoft Word format. Proposals are to be sealed in mailing envelopes or packages with the RFP number, responder’s name and address clearly written on the outside. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the VENDOR. Proof of authority of the person signing must accompany the response.

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

Fax and e-mail responses will not be considered.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of “white out” is considered an alteration.
STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

Responder’s Firm Name: ____________________________________________

Authorized Signature: _____________________________________________

Date: ___________________________________________________________

Subscribed and sworn to me this _______ day of __________

Notary Public: _________________________________________________

My commission expires: _________________________________________
NOTICE TO VENDORS
AFFIRMATIVE ACTION
CERTIFICATION OF COMPLIANCE

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

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

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

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a VENDOR 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 VENDOR. **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 VENDOR. (These requirements are generally triggered only by participating as a prime or subVENDOR on federal projects or contracts. VENDORS are alerted to these requirements by the federal government.)

Name of VENDOR: ___________________________ Date____________________

Authorized Signature: ___________________________ Telephone number: ________________________

Printed Name: ___________________________ Title: ___________________________

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

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

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to 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, 625 Robert Street North, Saint Paul MN 55155; 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 by the Commissioner of Human Rights. Receipt of a Certificate of Compliance issued by the Commissioner shall signify that a firm or business has an affirmative action plan approved by the Commissioner.

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

DISABLED INDIVIDUAL CLAUSE

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

B. The VENDOR agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
C. In the event of a VENDOR’s noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.

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

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

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

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

NAME OF VENDOR: __________________________________________

AUTHORIZED SIGNATURE: ______________________________________

TITLE: _______________________________________________________

DATE: ________________________________________________________

Revised 1/22/09
# Attachment A

## Most Common Tests Sent to Reference Lab

<table>
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<tr>
<th># of Tests*</th>
<th>Test</th>
<th>CPT</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
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<tbody>
<tr>
<td>801</td>
<td>Chlamydia trachomatis</td>
<td>87491</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>747</td>
<td>Neisseria gonorrhea</td>
<td>87591</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>257</td>
<td>TSH w/reflex FT4</td>
<td>84443</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>242</td>
<td>Comprehensive Metabolic Panel</td>
<td>80053</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>142</td>
<td>Thin Prep Pap</td>
<td>88142</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>121</td>
<td>Lipid Panel</td>
<td>80061</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>102</td>
<td>Quantiferon</td>
<td>86480</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>97</td>
<td>Urine Culture</td>
<td>87088</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>97</td>
<td>HIV</td>
<td>86703</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>57</td>
<td>RPR</td>
<td>86592</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>55</td>
<td>Ferritin</td>
<td>82728</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>49 each</td>
<td>HSV 1 &amp; 2 Titer</td>
<td>86695, 86696</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*March 31, 2014-April 1, 2015