



MINNESOTA STATE

MINNESOTA STATE

Winona State University

REQUEST FOR PROPOSAL

for

WSU-19- Clean Fleet Plan

September 2018

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system (hereinafter Minnesota State), its Board of Trustees or Winona State University to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the Minnesota State Vendor Opportunities Web Site, <http://www.minnstate.edu/vendors/index.html> For this RFP, posting on the captioned web site above constitutes written notification to each Respondent. Respondents should check the site daily and are expected to review information on the site carefully before submitting a final proposal. Addenda to the RFP will be available on Minnesota State website. Respondents must acknowledge any addenda when submitting a proposal. Failure to acknowledge any addenda may result in rejection of the Respondent's RFP response.

**REQUEST FOR PROPOSALS
FOR
Clean Fleet Plan**

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Section I. General Information

Background

Minnesota State Colleges and Universities is the fourth-largest system of higher education in the United States. It is comprised of 37 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The system serves approximately 375,000 students each year. For more information about Minnesota State Colleges and Universities, please view its website at www.minnstate.edu.

Winona State University is a member of the Minnesota State system, serving the southeast region of the state. As a 4-year University located in Winona, Minnesota, the institution offers 7,390 (full-year equivalent, or FYE) students annually a wide range of education opportunities to enhance personal growth and community vitality.

Nature of RFP

Winona State University has established priorities to reduce campus-generated GHG emissions, move towards carbon neutrality, and promote overall campus sustainability. These commitments are reflected in our institutional Strategic Framework and Master Plans, Sustainability Strategic Plan, participation in Second Nature's Carbon Commitment, and membership in the Association for the Advancement of Sustainability in Higher Education (AASHE). WSU is requesting proposals to assist in assessing on and off-road fleet vehicle use for greenhouse gas (GHG) and other emissions reductions, fuel switching, and operational efficiency improvement opportunities.

Accordingly, Winona State University shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Winona State University's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. Winona State University reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of Winona State University. This RFP shall not obligate the College 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.

Minnesota State, acting through its Board of Trustees, on behalf of Winona State University, intends to retain consulting services from study mobilization to closeout. This RFP is undertaken by Winona State University pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Project Details

WSU operates a fleet comprised of 15 rental motor pool cars/vans/SUVs, 48 cars/trucks/vans assigned to individual staff and departments, 8 Bobcat/Gator/UTV vehicles, and 10 riding/stand-on mowers.

The purpose of this study is to create a Clean Fleet Plan aimed at decreasing WSU's fleet vehicle emissions by 50% over the next 5 years, including emissions from electricity generated to power electric vehicles, from a baseline established by this study from current usage and fuel consumption data. To reach this goal the university is requesting proposals for professional services to monitor and assess fleet vehicle use for the purposes of identifying suitable opportunities to 1)

replace vehicles with battery electric and/or plug-in hybrid vehicles and/or other alternative fuel source vehicles; 2) improve driver behavior; and 3) reduce the number of fleet vehicles required to maintain existing operations and customer support.

The selected firm will provide consulting, research, and advising services to collect and analyze data in order to develop and focus WSU fleet vehicle optimization efforts, specifically aimed at creating a 5-year plan for vehicle replacements. The study will also identify and recommend other changes to fleet vehicle composition and usage patterns that can save the university money, reduce GHG and other emissions, and improve operational efficiency and effectiveness. This process will aim to make WSU a leader among peer institutions in operating an advanced clean-fuel fleet and in showcasing maximized operational efficiency.

To accomplish this, a variety of specific tasks will be required:

1. Monitor existing fleet vehicle utilization and establish a benchmark:

- a. For the duration of the study, use telematics fleet tracking or similar automated technology to continuously monitor data for all on-road vehicles including, but not limited to:
 - i. Vehicle location
 - ii. Odometer readings
 - iii. Diagnostic trouble codes
 - iv. Vehicle uptime and downtime
 - v. Total distance travelled
 - vi. Miles per trip/day/month
 - vii. Vehicle speed (average and max)
 - viii. Fuel consumption
 - ix. Fuel economy
 - x. Engine idle time
 - xi. Hard braking
 - xii. Hard accelerating
 - xiii. Idle fuel consumption
 - xiv. Greenhouse gas emissions and other emissions
- b. Implement other monitoring techniques for off-road vehicles and equipment that cannot be monitored using automated technology to collect data including, but not limited to:
 - i. Hours of usage over project period
 - ii. Vehicle/equipment utilization rates per day/month
 - iii. Vehicle/equipment uptime and downtime
 - iv. Fuel consumption
 - v. Fuel economy/efficiency
 - vi. Greenhouse gas and other emissions
- c. Provide access to vehicle telematics data through a web site for the duration of the study
- d. Benchmark key metrics required to measure future improvements including, but not limited to:
 - i. Duty cycles
 - ii. Average daily utilization
 - iii. Average fleet fuel economy
 - iv. Average engine-on hours
 - v. Average duty cycle speed
 - vi. Average time idling
 - vii. Seasonal variations

2. Provide initial recommendations for 3-4 rental motor pool vehicle replacements by the end of the calendar year

- a. Identify the suitability for immediate electric vehicle adoption to take advantage of funding that currently exists for these vehicle replacements

3. Understand fleet vehicle user behavior and identify opportunities for improvement

- a. Conduct interviews, surveys, user shadowing, etc. to gather insights into how vehicles and equipment are used and what user needs and functions are
- b. Identify opportunities for improving driver/operator behavior and safety

4. Analyze and model baseline data

- a. Run baseline data through analytics and modeling tools

5. Prepare Clean Fleet Plan and propose recommended actions

- a. Identify the suitability for electric vehicle adoption and charging infrastructure requirements
- b. Identify the suitability for other alternative fuel switching and infrastructure requirements
- c. Perform right sizing analysis of overall fleet vehicle size and vehicle types
- d. Identify opportunities for driver behavior and safety improvements
- e. Identify opportunities for changing vehicle types/sizes/features to better align with user needs and functions
- f. Calculate total economic and environmental impacts of current fleet and proposed changes over the 5-year replacement period as well as the overall expected life of the fleet
- g. Propose a 5-year plan for vehicle replacements and needed infrastructure deployment

Winona State University Responsibilities

Winona State University will provide the selected vendor with the following documents:

- 1) List of vehicles including year, manufacturer/model, mileage/hours, and use
- 2) Copies of sustainability plans and commitments as requested/relevant
- 3) Other documents as requested and mutually agreed upon

Winona State University will assign a project manager to assist with the following project responsibilities:

- 1) Serve as a day-to-day point of contact
- 2) Coordinate distribution of needed documents, data, and other information
- 3) Be available to answer questions and provide project guidance/direction on behalf of WSU
- 4) Coordinate the installation of vehicle telematics devices
- 5) Coordinate access to vehicle users and provide assistance in scheduling interviews, distributing surveys, and otherwise obtaining information on vehicle usage and needs

Deliverables

The selected vendor is required to provide:

- 1) Data tracking solution(s) for all vehicles and vehicle types
- 2) Access to real-time telematics data through a web site for the duration of the project period
- 3) Recommendations for replacement of 3-4 rental motor pool vehicles by the end of the calendar year
- 4) Analysis of user behavior and recommended changes
- 5) Analysis and modeling of vehicle and user data
- 6) Final Clean Fleet Plan and proposed recommended actions

Proposed Project Schedule

Activity	Begin	Complete
Fleet vehicle monitoring	November 2018	November 2019
Provide web access to vehicle telematics	November 2018	November 2019
Provide initial recommendations for 3-4 rental motor pool vehicle replacements	November 2018	December 15, 2018
Develop insights into user behavior	Fall 2018	Summer 2019
Analyze and model baseline data	Summer 2019	Fall 2019
Final Clean Fleet Plan	Summer 2019	November 2019

Project Budget and Proposal Costs

Winona State University will budget campus funds in 2018 and 2019 for this project. Proposal costs are to include all professional fees and reimbursable expenses, surveys, travel, on-site visits, project management, project and data tracking, and contingencies.

Selection Process

WSU Facilities Staff and Nathan Engstrom, Campus Sustainability Director, will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

Event	Day	Date and Time
Publish announcement	Monday	September 10, 2018
Deadline for Respondent Questions	Monday	September 24, 2018 at 5:00 PM
Last RFP Addendum Issued	Wednesday	September 26, 2018
Deadline for RFP proposal submissions	Monday	October 1, 2018 at 2:00PM
Selection notification	Monday	October 8, 2018
Anticipated Contract Execution		October 26, 2018

All times Central.

Information Contact

Winona State University's agent for purposes of responding to inquiries about the RFP is:

Name: Nathan Engstrom

Title: Campus Sustainability Director

E-mail address: Nengstrom@winona.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Winona State University 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 e-mail address. Anonymous inquiries will not be answered.

Contract Terms

The successful Responder will be required to meet all the terms and conditions and execute the current Minnesota State Facilities P/T Services Contract (Non-Master) as amended by Minnesota State Colleges and Universities. A copy of the contract is posted in the eManual, under Section 4. Designers & Consultants Selection & Contracts, on the Minnesota State Facilities Division website at:

http://www.minnstate.edu/system/finance/facilities/design-construction/pm_emanual/index.html

Definitions

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

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the system office and/or any Minnesota State College or University (C/U).

Minnesota State system office: The central administrative system office of Minnesota State Colleges and Universities located at 30 7th Street East, Suite 350, St. Paul, Minnesota, 55101.

College/University (C/U): The specific Minnesota State college or university for which the Project will be designed and constructed.

Responder/Respondent: A firm which replies to this RFP.

Vendor: The firm selected by Minnesota State as the successful Responder responsible to execute the terms of a contract.

Alternative Fuel: A fuel other than gasoline or diesel for powering motor vehicles such as electricity, natural gas, hydrogen, etc.

Clean Fleet: A fleet optimized for low lifecycle greenhouse gas emissions and optimized for operational and financial efficiency.

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 Owner.

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 Respondent's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the Respondent shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A Respondent'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 Respondent'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 thirty (30) calendar days from the proposal submission deadline, unless extended by mutual written agreement between Minnesota State 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.

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees, or the College/University to award a contract or complete the proposed Project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Minnesota State 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 Respondent;
- D. Terminate negotiations and select the next most responsive Respondent for contract negotiations;
- E. Terminate negotiations and prepare and release a new RFP; or
- F. Terminate negotiations and take such action as deemed appropriate.

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 College/University" and the successful Responder.

Section II. RFP Responses

General Selection Criteria

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

- A. Pass/Fail requirements
- B. Project Team Composition
- C. Project Experience
- D. Approach/Methodology
- E. Cost of Services
- F. Preference

Responses to this RFP will be evaluated based on the criteria described below, based upon the point scale, to evaluate Respondent's proposals. The evaluation may include requests for additional information and will focus on the specifics of the Respondents' response to the RFP and approach.

Submission

Proposals must be sent to the following address no later than **Monday, October 1, 2018 at 2:00 PM CT**:

Name: Nathan Engstrom
Title: Campus Sustainability Director
Address: Winona State University
175 West Mark Street
Winona, MN 55987

Proposal Format:

- Three (3) paper copies
- Provide one (1) electronic copy via email. The file size should be 2-3 mb or less. Use the reduce size feature if necessary. The document should be password secured against copying text, images and other content
- 8 ½ x 11, plastic comb bound or stapled only, portrait format, no plastic dividers or covers
- Maximum twenty pages, excluding cover letter, front & back covers, blank dividers, transmittal form, and required attachments
- All pages numbered
- Font size no smaller than 10 point

Proposals received after this date and time will be returned to the Responder un-opened.

Proposal Content

Responders shall follow the order of proposal contents found in this section.

1) TRANSMITTAL COVER:

Firms are required to submit one original form with their response. The required form is attached.

2) COVER LETTER:

Single face cover letter providing a brief overview of the proposal.

3) RESPONDER'S PROPOSAL: (BY SECTION)

A. PASS/FAIL REQUIREMENTS

- Proposal delivered on time.
- Proposal includes all required attachments and sections.

B. PROJECT TEAM COMPOSITION – 15 Points

- List the name, title, and telephone number of the firm's principal who will serve as the point of contact. Provide a complete list of all key personnel (including proposed sub-consultants, if applicable), who will be assigned to the Project. Include key personnel relevant experience, qualifications for this work, roles and responsibilities. Include resumes (limited to one page per person), specific professional registrations and any specialized or technical certifications that your firm or members of your team may have, and relevant experience to past similar projects.
- Include a brief statement of the team's past or current working relationships. For each team member provide:
 1. Name, title and position in firm
 2. Responsibility on this Project
 3. Years of experience
 4. Relevant recent experience (if with another firm, so note)
 5. Relevant certifications or specialized credentials
- Describe the team leadership and the team dynamics.

C. PROJECT EXPERIENCE – 30 Points

Provide examples of similar projects of various size and complexity within 5 years prior to the date of this RFP (projects may be either completed or in-progress) including:

- Name, location and owner
- Brief description (e.g. size, cost, relevance)
- Indicate the role each proposed team member had on each relevant project.
- Completion date or current status
- References

D. APPROACH/METHODOLOGY – 30 Points

Describe your familiarity and understanding of comprehensive fleet vehicle assessments specifically directed towards identifying opportunities to transition to EV and/or other alternative fuel vehicles. Describe your approach and handling of the duties, tasks and responsibilities necessary to complete the required deliverables. Include a description of your recommended approach(es) for gathering data from all vehicles types and modeling vehicle use and emissions scenarios, including using data collected from existing petroleum-fueled vehicles to model the operational benefits and costs of deploying plug-in EVs in the same applications.

E. COST - 25 points

Provide a lump sum proposal.

The costs will be scored as follows: The lowest total cost proposal will receive the maximum points. Points will be awarded to each of the other proposals by dividing the lowest proposal by each of the other proposal costs. The answer will always be less than 1. Take the answer of the division and multiply by the maximum points. The answer will be the number of points (rounded to the nearest whole number) assigned to the total cost for this Responder.

F. PREFERENCE – 6 Points (extra points)

TO TARGETED GROUP, ECONOMICALLY DISADVANTAGED & SERVICE OWNED/SERVICE DISABLED VETERAN-OWNED BUSINESSES & INDIVIDUALS - 6 Points (extra points)

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. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

- Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete **Attachment D, the Veteran-Owned/Service Disabled Veteran-Owned Preference Form** in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference. Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Section III. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors

As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

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

Problem Resolution Process

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

Affidavit of Non-Collusion

All Respondents shall complete **Attachment A, the Affidavit of Non-Collusion**, obtain signature by a Notary Public, and submit it with their response proposal.

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, Respondents shall complete **Attachment B, Workforce Certification** and submit it with their response proposal. 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 Respondents shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

Insurance Requirements

A. The selected vendor will be required to submit a Certificate of Insurance to the Owners' 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 the Owner has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

B. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:

1. Workers' Compensation Insurance: The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts CONSULTANT from Workers' Compensation insurance or if the CONSULTANT has no employees in the State of Minnesota, CONSULTANT must provide a written statement,

signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements.

If during the course of the contract the CONSULTANT becomes eligible for Workers' Compensation, the CONSULTANT must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate
\$2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Products and Completed Operations Liability
Blanket Contractual Liability

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, named as an Additional Insured, to the extent permitted by law.

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) for Bodily Injury and Property Damage
In addition, the following coverages should be included:
Owned, Hired, and Non-owned Automobile

C. Additional Insurance Conditions:

- CONSULTANT'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 CONSULTANT's performance under this contract;
- If CONSULTANT receives a cancellation notice from an insurance carrier affording coverage herein, CONSULTANT agrees to notify the Owner in accordance with the policy provisions with a copy of the cancellation notice, unless CONSULTANT's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without advanced written notice to the Owner in accordance with the policy provisions;
- CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles;
- If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached;
- CONSULTANT's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability insurance above;
- CONSULTANT shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the CONSULTANT's policy limits to satisfy the full policy limits required by the Contract.

The Owner 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 the Owner and copies of policies must be submitted to the Owner's authorized representative upon written request.

State Audit

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

Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the Minnesota State 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, Minnesota State, its agents and employees, from any judgments or damages awarded against the State or Minnesota State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Minnesota State award of a contract. In submitting a response to this RFP, the vendor agrees this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

Conflict of Interest

Each Responder shall 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 shall include the names of the entity, the relationship, and a discussion of the conflict.

Organizational Conflicts of Interest

The vendor 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 vendor 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 C/U's chief financial officer or Minnesota State 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 C/U or Minnesota State 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 C/U or Minnesota State 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 contract vendor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve Minnesota State rights.

Physical and Data Security

The Responder 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 Minnesota State and the C/U.

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

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

ATTACHMENTS

Include the following attachments:

- a. Attachment A. Affidavit of Non-Collusion
- b. Attachment B. Workforce Certification
- c. Attachment C. Disabled Individual Clause
- d. Attachment D. Veteran/Service Disabled Veteran-Owned Preference Form (if applicable)

End of Request for Proposal

**Winona State University
WSU-19- Clean Fleet Plan
Transmittal Form *[COMPANY NAME]***

Date:

Firm Name:

Firm Address:

Phone Number:

Fax Number:

Contact Person:

Direct Phone:

Email Address of Contact Person:

Company Email address:

Response includes:

Transmittal Form

Cover Letter

Required Attachments

Attachment A. Affidavit of Non-Collusion

Attachment B. Workforce Certification

Attachment C. Disabled Individual Clause

Attachment D. Veteran/Service Disabled Veteran-Owned Preference Form (if applicable)

(3) Copies of Proposal plus one electronic copy (pdf) on compact disc.

Proposer certifies that no member of the proposing firm or its sub-consultants has discussed this Request for Proposal (RFP) or the project with any member of the requesting agency from the date of publication of this RFP, other than the prescribed communication provisions set forth in the RFP. Proposer further certifies that no member of the proposing firm or its sub-contractors will have any discussions regarding this RFP or project with any member of the requesting agency until after the completion of interviews for this project. Proposer understands that its proposal will be disqualified if discussions occur with the requesting agency outside the prescribed communications provisions set forth in the RFP.

By signing below, *[COMPANY NAME]* agrees:

1. The proposal contents are accurate to the best knowledge of the undersigned.
2. The firm is committed to entering into the work promptly, if selected, by engaging the consultants and assigning the persons named in the proposal along with adequate staff to meet the requirements of the work.
3. The consultants listed in this proposal have been contacted and have agreed to be part of the team.
4. The undersigned has read and agrees to the Minnesota State contract terms, and is willing to sign the contract should it be offered to our firm.

Signature:

D

Attachment 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 Proposals 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: _____

Attachment B. Workforce Certification of Compliance

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO CONTRACTORS
WORKFORCE CERTIFICATION OF COMPLIANCE**

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

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

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

STATE OF MINNESOTA –WORKFORCE CERTIFICATE INFORMATION
Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

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

Name of Company: _____ Date _____
Authorized Signature: _____ Telephone number: _____
Printed Name: _____ Title: _____

For Assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/> TC Metro: 651-539-1095 Toll Free: 800-657-3704
Email: compliance.mdhr@state.mn.us TTY: 651-296-1283

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS
WORKFORCE CERTIFICATION OF COMPLIANCE**

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

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

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

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

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

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

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

Attachment C

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: _____

Attachment D

VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

- (1) Recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- (2) Veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- Certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at:

<http://www.vetbiz.gov>

You must submit this form and the documentation required above with your response in order to be considered for this preference.