



MINNESOTA STATE

MINNESOTA STATE

Winona State University

REQUEST FOR PROPOSAL

for

WSU-19- Operational Waste Diversion Study

August 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
Operational Waste Diversion Study**

Table of Contents

Section I. General Information3
 Background.....3
 Nature of RFP.....3
 Project Details.....3
 Proposed Project Schedule.....5
 Project Budget and Proposal Costs.....5
 Selection Process.....5
 Selection and Implementation Timeline.....5
 Information Contact.....5
 Contract Terms.....5
 Project Management.....6
 Definitions.....6
 Applicable Law.....6
 Contract Assignment.....6
 Entire Agreement.....6
 Deviations and Exceptions.....6
 Duration of Offer.....7
 Authorized Signature.....7
 Proposal Rejection and Waiver of Informalities.....7
 Parties to the Contract.....7
Section II. Scope of Services7
 Project Team.....7
 Summary of Tasks and Deliverables.....7
Section III. RFP Responses8
 General Selection Criteria.....8
 Submission.....8
 Proposal Content.....9
Section IV. Additional RFP Response and General Contract Requirements11
 Notice to Vendors and Contractors.....11
 Problem Resolution Process.....11
 Affidavit of Non-Collusion.....11
 Human Rights Requirements.....11
 Insurance Requirements.....11
 State Audit.....13
 Minnesota Government Data Practices Act.....13
 Conflict of Interest.....13
 Organizational Conflicts of Interest.....13
 Physical and Data Security.....14

Attachments

Transmittal Form

Attachment A. Affidavit of Non-Collusion

Attachment B. Human Rights Certification Information & Affirmative Action Data

Attachment C. Disabled Individual Clause

Attachment D. Veteran-Owned/Service Disabled Veteran-Owned Preference Form

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 (FYE) students annually a wide range of education opportunities to enhance personal growth and community vitality.

Nature of RFP

Winona State University is requesting proposals to assist in developing and designing an overall campus operational waste diversion plan. This RFP is undertaken by Winona State University pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, Winona State University shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Winona State University 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.

Project Details

Winona State University has strategic priorities to reduce campus generated landfill waste and promote overall campus sustainability. To advance these goals the university is requesting proposals to facilitate facilities resource management and waste diversion improvements. The purpose of this study is to create a Resource Management Plan aimed at increasing WSU's diversion rate by 30% over the next 5 years, from a baseline established by WSU's 2018/2019 waste stream data. The Resource Management Plan is expected to follow proven zero waste strategies and techniques, as exemplified in such third party certification programs as the GBCI's TRUE Zero Waste certification system. WSU is not targeting zero waste; however the strategies and tactics of a zero waste program apply to any effort to cut costs and increase diversion rates.

The selected firm will provide consulting, research, and advising services to collect and analyze data in order to develop and focus WSU waste minimization and diversion efforts, specifically aimed at establishing a system of continual data collection and analysis for use in calibrating diversion rates and targeting waste reduction efforts. This process will aim to reduce front-load trash and recycling pickups by a minimum of 10% from 2019 and 5% from 2020 and facilitate the adaptation to higher diversion rates of recyclables and compostables over the life of the program by allowing data-driven right sizing of each semester's pickup schedule for front-load equipment.

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

1. An initial planning session during the summer of 2018 where the consultant will:

- a. Spend two days on-site with WSU staff and stakeholders.
- b. Review, define, and document the current waste stream processes for MSW, organics, C&D, and surplus property: collection process, service levels, existing contract costs, and vendor contact information.
- c. Interview representatives from all of WSU's campus purchasing departments.
- d. Review the purchase process of durable and disposable goods.
- e. Work with staff to develop solutions for each stream and to begin tracking volumes and weights, to align with future certification systems.
- f. Review and define potential vendors in the area to handle identified waste streams.
- g. Review the current situation and establish immediate solutions for a clean out of surplus equipment, fixtures, and furniture, followed by the establishment of an ongoing process for this stream.
- h. Organize findings into an initial Resource Management Plan:
 - i. Set a potential diversion goal and broad long term outline.
 - ii. Consolidate practices, processes, and responsible parties and contact information into one document.
 - iii. List potential future vendors and processes for development.
 - iv. Outline purpose, intent, and procedures for waste, purchasing, and operational audits.
 - v. Identify the acceptable materials in each waste stream.
 - vi. Provide a single destination for discard information on the location, size and pickup schedule of exterior waste containers.
 - vii. Define waste handling policies, procedures and requirements for MSW, organics, C&D, and surplus property.
 - viii. Define waste container and signage policies and standards.
 - ix. Define intended research and implementation focus areas for future years.

2. Staff training sessions during the fall of 2018 where the consultant will:

- a. Organize two intensive audit and training sessions covering academic, residential, and food service building types. Each session will cover the following:
 - i. Instruct a mixed group of staff and student volunteers on the basic waste audit process: safety, equipment, scheduling, communications, internal waste handling review, three stream waste analysis (trash/recycling/compost).
 - ii. Execute two waste audits using WSU staff and student volunteers, consultant provided equipment, and WSU tables. Each audit will include an internal process review with three waste streams categorized.
 - iii. Development of reports for each audit alongside WSU staff and student volunteers to instruct them on: report structure, data analysis, and how to avoid common difficulties and misperceptions that could skew data results.

3. An initial project setup element during the fall of 2018 that will:

- a. Implement and troubleshoot data collection processes for all waste streams through December 31, 2018.
- b. Report on waste volume status at the end of this period.
- c. Set up a project website or other data/resource tracking tool to centralize waste data including: the Resource Management Plan, audit results, waste tracking information, progress reporting, audit and plan resources, and service levels.

Proposed Project Schedule

Activity	Begin	Complete
Initial two day on-site planning session	Summer 2018	Summer 2018
Two staff training sessions	Fall 2018	Fall 2018
Two waste audits of MSW and organics in residential and academic buildings	Fall 2018	Winter 2018
One audit of surplus property campus wide	Fall 2018	Fall 2018
Development of reports for each audit	Fall 2018	Winter 2018
Set up project website or other data/resource tracking tool, begin data tracking	Summer 2018	December 31, 2018
Prepare resource management plan	Summer 2018	December 31, 2018

Project Budget and Proposal Costs

Winona State University will budget campus funds in 2018 for the mobilization activities and development of the Resource Management Plan. Proposal costs are to include all professional fees and reimbursable expenses, surveys, 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	August 6, 2018
Deadline for Respondent Questions	Monday	August 13, 2018 at 5:00 PM
Last RFP Addendum Issued	Wednesday	August 15, 2018
Deadline for RFP proposal submissions	Monday	August 20, 2018 at 2:00PM
Selection notification	Wednesday	August 22, 2018
Anticipated Contract Execution		September 4, 2018

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

Project Management

The successful vendor shall utilize the Owner's web-based enterprise project management system (EPMS), called e-Builder. This software includes real time Internet visibility of the Project status, coordination, reporting, and a central location for all Project information. The functionality of this software may include, but is not limited to the processing of: Plan Reviews, contracts, Purchase Orders, Change Orders, Invoices, Applications for Payment, and Requests for Information, Submittals and document management related to the Project. Minnesota State will provide and manage a log-in license for the vendor's designated Project representative(s) at no cost to the vendor. Minnesota State will provide initial software training to the vendor's designated Project representative(s) at no cost to the vendor. Except for licenses and initial training, Minnesota State assumes no responsibility for any real or potential costs associated with the use of this software by the vendor.

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.

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. Scope of Services

The selected team shall provide as a minimum the following:

Project Team

Project Manager/Director: Primary project contact and advisor, TRUE Zero Waste certification or equivalent preferred
Data Entry/Research Assistant(s)
Backup Staff to cover any gaps in availability

Summary of Tasks and Deliverables

1. Conduct one purchasing audit, reviewing the top consumables and durable goods ending up in the waste stream to identify opportunities to change WSU's purchasing practices to focus on durable goods over expendables, or focus on recyclable or compostable materials over non-recyclable materials.
2. Conduct one procedural audit, reviewing the operating manuals, habits, and processes that allow the top consumables and durable goods to end up in the waste stream and identify opportunities to change WSU's culture to reduce the generation of waste.
3. Organize two intensive audit and training sessions covering academic, residential, and food service building types. Review trash and recycling streams at the top producing buildings to identify the basic compositions of the waste

streams, primary materials entering the waste stream, custodial waste handling processes and user access to diversion options.

4. Instruct a mixed group of staff and student volunteers on the basic waste audit process: safety, equipment, scheduling, communications, internal waste handling review, three stream waste analysis (trash/recycling/compost).
5. Provide analysis after each audit and hold an on-site meeting with WSU stakeholders to communicate the findings and recommendations.
6. Post results on an accessible website or other project management and collaboration tool and hold a monthly teleconference to verify WSU is acting on audit recommendations or determine areas where research is needed.
7. Prepare Resource Management Plan and develop guidelines for monitor progress towards waste reduction goals,
8. Continually advise WSU on waste reduction strategies and enhancements during the contract period.
9. Optional with an order: Provide education services to staff and students on zero waste principals with a focus on WSU's efforts to reduce waste, increase efficiencies, and find financial savings.
10. Optional with an order: Provide review of waste hauling contracts to align service, costs, and data collection requirements with WSU's Resource Management Plan.
11. Optional with an order: Provide an online platform for WSU's use in tracking waste reduction, recycling and disposal issues and requests, allowing WSU to log difficulties with vendors and feedback from campus users.

Section III. 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, August 20, 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 on a CD in PDF format on compact disc. 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.

B. PROJECT TEAM COMPOSITION – 20 Points

- Required team members include:
 1. Project Manager/Director
 2. Data Entry/Research Assistants
 3. Backup staff
- TRUE Zero Waste certification or equivalent preferred
- 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 – 20 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 – 20 Points

Describe your familiarity and understanding of proven zero waste strategies and techniques, as exemplified in such third party certifications programs as the GBCI's TRUE Zero Waste certification system, and how they would be applied to this study. Describe your approach and handling of the duties, tasks and responsibilities necessary to complete the required deliverables.

E. COST - 25 points

Provide a lump sum proposal with cost breakdowns for optional items 9-11 under Summary of Tasks and Deliverables.

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 IV. 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- Operational Waste Diversion Study
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:

Dated

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.