

**STATE OF MINNESOTA  
MINNESOTA STATE – Alexandria Technical and Community College  
FORMAL REQUEST FOR BID (RFB)**

**Truck Driving Training Simulator**

**RESPONSE DUE DATE AND TIME: May 13, 2021, 3:00 PM CST**

**RESPONSES MUST BE RECEIVED AT THE LOCATION LISTED BELOW:**

**Alexandria Technical and Community College  
Business Office  
1601 Jefferson Street  
Alexandria, MN 56308**

**Contact: Dave Bjelland  
Phone: 320-762-4407  
E-Mail: [dave.bjelland@alextech.edu](mailto:dave.bjelland@alextech.edu)**

Your response to this Request for Bid (RFB) must be returned sealed. Sealed responses must be received no later than the due date and time specified above, at which time the names of the vendors responding to this RFB will be read. Late responses cannot be considered and the responses will be rejected.

The laws of Minnesota and MnSCU Board of Trustees policies and procedures apply to this RFB.

All attached General RFB Terms and Conditions, Specifications and Special Terms and Conditions are part of this RFB and will be incorporated into any contract(s) entered into as a result of this RFB.

**GENERAL PROPOSAL/BID CONDITIONS**

**THIS IS A REQUEST FOR PROPOSAL/BID NOT A PURCHASE ORDER.**

**AFFIRMATIVE ACTION COMPLIANCE:** Responder/bidder agrees that if awarded the contract, responder/bidder will not engage in any discriminatory employment practices. Vendor must certify that it either (1) has a Human Rights Certificate issued by the Commissioner of Human Rights, or (2) has applied for a certificate from the Commissioner of Human Rights or (3) is exempt from the requirements of M.S. 363.073.

**Effective July 1, 2003 - The Minnesota Department of Human Rights is authorized to charge a \$75.00 fee for each Certificate of Compliance issued. You may submit your affirmative action plan along with a cashier's check or money order in the amount of \$75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at: Contract Compliance Unit, Minnesota Department of Human Rights, Sibley Square at Mears Park, 190 East 5th Street, suite 700, St. Paul, MN 55101, Phone 651-296-5663, TTY 651-296-1283, Toll Free 800-657-3704**

**ANTITRUST:** By signing this proposal/bid, the responder/bidder affirms, under penalty of perjury, that the pricing contained herein has been arrived at by the responder/bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or

services described in the request for proposal/bid, designed to limit independent bidding or competition. In addition, the responder/bidder hereby assigns to procurer any and all claims for overcharges as to goods and materials purchased in connection with this project resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first-tier suppliers under the contract.

**AUTHORIZED SIGNATURE:** Proof of authority of the person signing the proposal/bid shall be furnished upon request.

**BID AWARD:** Procurer can be called at (320) 762-4407 to find out if a bid has been awarded. Bid tabulations will not be given over the telephone. Vendors should allow approximately (2) two weeks after bids are scheduled to open before calling on an award.

**BID RESULTS:** Vendors in the Alexandria area may see bid results at 1601 Jefferson Street in Alexandria, MN, Business Office, weekdays 7:30 a.m. to 4:00 p.m. anytime after the bids are opened. To determine the award of a bid, vendors should allow up to (3) three weeks after the scheduled bid opening.

**BID RESULTS:** Vendors outside the Alexandria, MN area can obtain bid tabulations by sending in a stamped, self-addressed envelope along with their bids. The bid tabulations will be sent to vendors approximately (2) two weeks after bids are awarded.

**DATA PRIVACY-GOVERNMENT DATA PRACTICES ACT:** To the extent that the vendor takes possession of, has access to the private, nonpublic protected nonpublic, or confidential data of procurer or the State, the vendor will agree to comply with the requirements of the Minnesota Government Data Practices Act (M.S. Chapter 13) in providing services under this agreement. The vendor agrees to indemnify, save, and hold the State of Minnesota harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provisions of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of this agreement. In the event that the vendor subcontracts any or all of the work to be performed under this agreement, the vendor shall retain responsibility under the terms of this paragraph for such work.

**DATES:** Dates are listed in the sequence of month/date/year.

**DEFAULT:** A Minnesota State Colleges and Universities purchase order constitutes a binding contract. Failure to comply with the requirements of that purchase order and its bid will constitute default, and the vendor will be held responsible for all costs required to correct the default. Repeated defaults or failures to pay all costs may cause suspension for all bidder lists.

**DEVIATIONS:** Any deviation from specifications must be clearly indicated by responder/bidder, otherwise it will be considered that the proposal/bid is in strict compliance, and the responder/bidder will be held responsible therefore. When brand name or manufacturers' numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the proposal/bid states: "No substitute." Proposals/bids will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals/bids offering lower quality will not be considered.

**DISCOUNT:** Discount offered for less than 30 days will not be considered in making an award.

**FALSE STATEMENTS:** Proposals/bids which contain conflicting, false, or misleading statements or which provide references which contradict or do not support an attribute or condition stated by the vendor shall be rejected.

**HAZARDOUS SUBSTANCES:** To the extent that the products to be supplied to procurer by the successful responder/bidder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in Minnesota Rules, the successful responder/bidder shall provide procurer with sufficient material safety data sheets regarding those substances. A copy shall be included with each delivery made during the term of the contract.

**INQUIRIES:** Telephone inquiries or unsolicited visitation by vendors or their representatives are not allowed. Questions from prospective vendors regarding the RFB/bid shall be submitted in writing. Questions may be submitted by fax machine.

**INTELLECTUAL PROPERTY INDEMNIFICATION:** The vendor warrants that any materials or projects provided or produced or utilized in the performance of this order will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the vendor and, the vendor at the vendor's expense, shall indemnify and defend the State against any losses, cost, expense or liability (including attorney's fees) arising out of such a claim, whether or not such claim is successful against the State.

**LAWS AND REGULATIONS:** Any and all services, articles or equipment furnished shall comply fully with all State and Federal laws and regulations.

**LEGAL AUTHORITY:** This contract is to be awarded subject to Minnesota Statutes 136F.581 and 471.345.

**LIABILITY:** It shall become a part of the order that the vendor shall hold the State of Minnesota, its agents and employees, harmless from any and all claims or causes of action of any kind or nature, including but not limited to the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this order by the vendor or vendor's agents or employees. This clause shall not be construed to bar any legal remedies the vendor may have for the State's failure to fulfill its obligations pursuant to this RFB.

**NATION OF ORIGIN:** The responder/bidder must state the nation of origin of all items proposed/bid, if such nation is not the United States.

**NON-APPROPRIATION:** Continuation of any agreement beyond June 30 of any year is contingent upon continued legislative appropriation of funds for the purpose of this agreement. If these funds are not appropriated, procurer shall notify vendor in writing and any agreement will terminate on June 30 of that year. Procurer shall not be assessed any penalty if the agreement is terminated because of the decision of the legislature not to appropriate funds.

**NON-COLLUSION:** An Affidavit of Non-collusion must be completed and returned with the proposal/bid.

**NOTICE TO CONTRACTOR:** Minnesota contractors are required to provide their Minnesota Tax Identification Number (or Social Security Number) and/or Federal Employer I.D. Number. Non-Minnesota contractors are required to provide their Federal Employer I.D. Number (or Social Security Number) only. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This proposal/bid will not be approved unless these numbers are provided:

Social Security or Minnesota Tax I.D. No. \_\_\_\_\_  
Federal Employer I.D. No. (If applicable) \_\_\_\_\_

**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.

**OWNERSHIP OF COPYRIGHT:** All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered “works for hire” as defined in the U.S. Copyright Act.

**OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.

**PRICES:** Prices shall be submitted in United States currency. Prices shall be maximum and delivery F.O.B. destination, freight collect, unless otherwise specified.

**PROCURER RIGHTS:** Notwithstanding anything to the contrary, procurer reserves the right to:

- a) Reject any and all proposals received in response to this RFB;
- b) Select, for order or for negotiation, a proposal other than the one with the lowest cost;

- c) Waiver or modify any informalities, irregularities, or inconsistencies in proposal received;
- d) Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at a time;
- e) Terminate negotiations and select the next most responsive vendor, prepare and release a new RFB, or take such other action as the proposer deems appropriate if negotiations fail to result in an agreement.

**PROPERTY OWNERSHIP:** Material submitted in response to this RFB/bid shall become the property of the State of Minnesota and will become public record, consistent with the Minnesota Government Data Practices Act.

**PROPOSALS MADE IN PENCIL SHALL BE REJECTED:** Alterations in cost figures used to determine the lowest priced proposal/bid shall be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to the price quoted. Proof of authorization shall be provided upon request. The use of “white out” is considered an alteration.

**RFB ADDENDUM(S):** Procurer may modify or clarify this RFB issuing one or more addenda to this RFB. Addendum(s) will become part of this RFB.

**STATE AUDIT:** The books, records, documents, and accounting procedures and practices of contractor/vendor relevant to this agreement shall be subject to examination by the customer, Minnesota State Colleges and Universities, and either the Minnesota legislative auditor or state auditor as appropriate.

**TARGETED GROUP VENDORS:** Certified targeted group responders/bidders will receive a six percent (6%) preference and certified economically disadvantaged responders/bidders will receive a four percent (4%) preference on the basis of award for this proposal/bid. Responders/bidders interested in becoming certified responders/bidders or verifying their status should call (651) 296-2600.

**TERMS AND CONDITIONS:** Minnesota State Colleges and Universities reserves the right to accept or reject any or all proposals/bids or portions thereof, or to waive any irregularities or informalities in proposals/bids received.

**ATTACHMENTS TO THIS RFB INCLUDE:**

- 1. Introduction**
- 2. Vendor Requirements**
- 3. Equipment Specifications**
- 4. Affidavit of Non-collusion**
- 5. Veteran-owned Preference form (if applicable)**
- 6. State of Minnesota Affirmative Action Certification**

## **Introduction**

Alexandria Technical and Community College requests bids for the purchase of a realistic truck driver training simulator.

The intent is to award the contract to the lowest responsive bidder which meets or exceeds the specifications and requirements of this RFB solicitation. Alexandria Technical and Community College reserves the right to make the award it deems to be in the best interest of the College. Life cycle cost methods, timeliness of delivery/set-up, warranties, maintenance, and service agreements may be used in evaluation of bid submittals when appropriate. Please include information about multiple unit discounts offered, if any.

## **Vendor Requirements**

As the Alexandria Technical and Community College truck driving program is located in Alexandria, MN, all pricing should reflect delivery to the campus located at 1601 Jefferson Street, Alexandria, MN 56308.

Payment will be issued promptly by Alexandria Technical and Community College within 30 days of delivery.

The quote, including the specification sheets for the simulator, must be submitted by May 13, 2021 at 3:00pm CST. This may be submitted via US Mail or in person at the Alexandria Technical and Community College Business Office, located at 1601 Jefferson Street, Alexandria, MN 56308.

## **Truck Driving Simulator Specifications**

The specifications in this request are the minimum acceptable. When manufacturer specific specifications are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. Bidders are encouraged to submit bids for comparable products. When alternates are bid/proposed, they must be identified by manufacturer, model number, and such other information necessary to establish equivalency. Alexandria Technical and Community College shall be the sole judge of equivalency.

Requirements: The effectiveness of this simulator shall be validated by published research studies.

### **1. Realism of the Transmission**

The simulation model includes the effect of shifting in hills, skipping gears and the jerking/vibrations on the shifter when the transmission is not synchronized properly. The accuracy and realism of the transmission simulation should provide realistic force feedback on the shifter under all driving conditions.

### **2. Learning the Basic Maneuvering.**

Students will learn basic maneuvers such as shifting, backing, making turns in tight areas, coupling/uncoupling and pre-trip with air brake inspection through proficiency-based, step-by-step programs.

### 3. Tracking Student Performance and Progress.

Individual student progress will be tracked and recorded. Additionally each student will receive immediate feedback. The instructor will receive feedback reports for each student in each skill program completed including types of errors and scores.

Scenarios should include:

Driving and Manual Shifting: City, Expressway, Highway and Rural (summer & winter), Mountain (summer), Mountain (spring), Mountain (winter driving) Countryside Rolling Hills (asphalt) Countryside (dirt road), Countryside (winter) – Aiming and Steering, Stop and Go Traffic, Blind Spot and Mirrors, Turn Preparation, Right Turns, Left Turns, Lane Changes, Passing, Merging, Space Ahead, Speed Adjustment – Weather, Serpentine in City, Backing up, City Hazard Perception, Move Over Law Requirements.

Manual Shifting: Clutch Movement, Up Shifting and Down Shifting, Shifting on Hills, Controlling the fuel pedal while shifting.

Backing: options for tractor only, and tractor-trailer

Parking: Serpentine with Cars, Backing up between Trucks and Lines, Parking at an Angle, Approaching Loading Dock, Right Angle Parking, Forward Serpentine, Reverse Serpentine, Off-Center Corridor A and B, Alley Docking, Offset Backing, Right and Left Parallel Parking.

Observation and Vigilance: Keeping Eyes Moving – video replace of facial expressions to verify student performance.

Eco-driving Skills: students will learn how to improve fuel efficiency.

### 4. Interactive Schematic of the Air Brake System and Associated Malfunctions.

An interactive schematic of the air brake system of a tractor semi-trailer configuration showing graphically the air pressure on all the components and piping of the air brake system will be provided. The Air Brake system should be programmable to simulate faults or malfunctions.

### 5. Visual System with Out-of-the-Left-Door-Window View for Backing Manoeuvres at Angle.

When backing at an angle, in the vehicle, the student drivers should see the side of the trailer, looking directly from their left window.

### 6. 3-Axis Motion/Vibration System

Simulation will include vehicle engine vibrations that reflects realistic experiences based on the vehicle speed and road surface. Students should feel motion from seat, steering wheel and the simulator platform. For manual transmission training applications, the students should experience the vibrations under foot as the clutch is released.

## 7. Train the Trainer Program

Training will indicate best practice methods for integrating the simulator into a traditional truck driving program. A detailed review of the training simulator and scenarios will be provided.

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**STATE OF MINNESOTA  
AFFIDAVIT OF NON-COLLUSION**

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the \_\_\_\_\_ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

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

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**STATE OF MINNESOTA  
VETERAN-OWNED PREFERENCE FORM**

In accordance with Minn. Stat. §16C.16, subd. 6a, the MnSCU may award up to a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. §16C.19(d):

1. Principal place of business is in Minnesota.

**and**

2. The United States Department of Veterans Affairs verifies the business as being a veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

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Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference. The preference applies only to the first \$500,000 of a solicitation response.

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**Claim the Preference**

**By signing below I confirm that:**

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. by making this claim, I verify that:

- My company's principal place of business is in Minnesota; and
- The United States Department of Veteran's Affairs verifies my company as being a veteran-owned small business. (Supported By Attached Documentation)

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

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

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

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**Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.**

### State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

#### **BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR) –*or*–
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

#### **BOX B – For those companies not described in BOX A**

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

#### **BOX C – For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

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

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

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

#### **For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance & Community Relations

Freeman Building, 625 Robert Street North, Saint Paul, MN 55155

Phone: 651-296-5663

Toll Free: 800-657-3704

Fax: 651-296-9042

TTY: 651-296-1283

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

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