MINNESOTA STATE COLLEGES AND UNIVERSITIES

Ridgewater College

REQUEST FOR PROPOSAL (RFP)
FOR
Mobile Truck Driver Training Simulator Purchase/Installation
(CDL training simulation software and hardware)

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Ridgewater College to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. MnSCU reserves the right to reject a proposal if required information is not provided or is not organized as directed. MnSCU also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on http://www.minnstate.edu/vendors/index.html. For this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.
REQUEST FOR PROPOSAL (RFP)  
FOR  
Mobile Truck Driver Training Simulator Purchase/Installation  
(CDL training simulation software and hardware)
Section I. General Information
Background

Minnesota State is the third-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 430,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is governed by a 15 member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State Colleges and Universities, please view its website at https://www.minnstate.edu/.

Ridgewater College is a community and technical college with campuses located in Hutchinson and Willmar, Minnesota. Ridgewater College offers over 100 areas of study in technical education, liberal arts transfer programs, customized training and continuing education.

The simulation unit will be used for instruction in Ridgewater College’s (herein after Minnesota State) Customized Training and Continuing Education program area. Customized Training and Continuing Education provides comprehensive workplace training solutions to businesses and organizations. Each year, we deliver over 80,000 hours of training to over 17,000 class participants.

Nature of RFP

Minnesota State is requesting proposals to assist in developing a CDL/Truck Driver Training Simulation Platform. This RFP is undertaken by Minnesota State pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, Minnesota State shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Minnesota State’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. Minnesota State reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of Minnesota State. This RFP shall not obligate the Minnesota State to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.

General Selection Criteria

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

Evaluation will be based on a value determination, including comprehensive list of features and options available and included in final pricing model, as well as installation and training timelines.

Vendor responses to include proposals for one and two units.

CDL training simulation software and hardware, including the following mandatory features:
- Manual and automatic shifting simulation
- Backing simulation
- Variety of environmental simulations (city/country, road conditions, day/night, etc.)
- Realistic operator station
- Audio/Video driver feedback and/or haptic response
- Operator station that is easy to use, even for non-technical instructors
- Scenarios covering basic driver training through advanced driver simulations and evaluation, including shifting, backing, multi-condition roads
- Ability to be installed and used continuously in a mobile training environment (trailer-mounted).
- Multi-screen visual displays including multi-angle views (overhead, rear view mirror, etc.)
- Upgrade options, including
  - Custom scenario development
  - Other vehicle types (e.g., snow plow, bus, hazmat, etc.)
  - Student tracking systems
- Installation at campus location
- Instructor and staff training services
- Ongoing service/support

Selection Process

The selection process includes Dean of Customized Training, Dean of Instruction (Ag program), Vice President of Student Success, Chief Financial Officer, Community Partners, Vice President of Outreach and Advancement, CDL Instruction Team. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, February 18</td>
<td>Publish RFP notice in State Register</td>
</tr>
<tr>
<td>Tuesday, March 3, 4:00 p.m. CT</td>
<td>Deadline for RFP proposal submissions</td>
</tr>
<tr>
<td>Wednesday-Thursday, March 4-5</td>
<td>Review RFP proposals</td>
</tr>
<tr>
<td>Friday, March 6</td>
<td>Complete selection process</td>
</tr>
<tr>
<td>Friday, March 20</td>
<td>Deadline for executing contract</td>
</tr>
</tbody>
</table>

Contract Term

Minnesota State desires to enter into a contract with the successful vendor(s) Friday, March 6, 2020. The length of such contract(s) shall be 3 years. If Minnesota State and the vendor are unable to negotiate and sign a contract by Friday, March 20, 2020 then Minnesota State reserves the right to seek an alternative vendor(s).

Parties to the Contract

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

Contract Termination

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

Definitions

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

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

School: Ridgewater College

System Office: The central system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota 55101.
Vendor: The firm selected by Minnesota State as the successful responder(s) 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 Dean of Customized Training and Continuing Education, Sam Bowen.

Entire Agreement

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

Deviations and Exceptions

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

Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between Minnesota State 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, or by electronic signature, by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Minnesota State 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, not withstanding anything to the contrary, reserves the right to:

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

Section II. Parties to the RFP

Parties to this contract shall be the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Minnesota State and the successful responder. Responding vendors should be aware that the contract resulting from this RFP will be available for use by all Minnesota State institutions, including the System Office, on a non-exclusive basis.

Section III. Vendor Requirements

- Provide staffing required to meet deliverables within the timelines identified by Minnesota State.
- Identify a plan (tasks and dates) for providing the deliverables stated above.
- Facilitate and document user requirements.
- Travel to delivery destination to solicit user requirements.

Information Contact

Minnesota State’s agent for purposes of responding to inquiries about the RFP is:

Name: Sam Bowen  
Title: Dean of Customized Training and Continuing Education  
Address: 2101 15th Ave. NW; Willmar, MN 56201  
Telephone: 320-222-5206  
E-mail address: sam.bowen@ridgewater.edu

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

Section IV. Response Evaluation

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

1. expressed understanding of proposal objectives (5%);
2. features/functionality (29%);
3. cost in relation to the level of service and functionality provided (25.0%);
4. qualifications of the vendor and its personnel (experience of personnel who are committed to work on the contract will be given greater weight than that of the company (10%);
5. completeness, thoroughness and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed above (15%);
6. service, support, training and timeliness of delivery/install (10%).
7. Preference, Targeted Group, Economically Disadvantaged Business and Individuals (5%)
8. Preference, Service Disabled / Veteran-Owned Business and Individuals (6%)

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

Minnesota State reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. Minnesota State does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the Selection and Implementation Timeline above.

A proposal may be rejected if it is determined that a vendor’s ability to work with the existing infrastructure will be too limited or difficult to manage.

Section V. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors

As a condition of this contract, 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.

FERPA School Official Requirement
The selected Vendor(s) agree to be designated a “school official” with “legitimate educational interests” in Minnesota State’s data, as those terms have been defined under the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations, and Vendor will agree to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. The selected Vendor will agree to use Minnesota State’s data only for the purpose of fulfilling its duties under the resulting contract or for Minnesota State’s benefit and will not monitor or share such data with or disclose it to any third party except as required by law or authorized in writing by Minnesota State.

Accessibility
If the resulting contract includes any end-user-facing human interface, such as an end-user device software component or web site form, file upload system, etc. Vendor shall warrant that the products or services to be provided under the resulting contract comply with the accessibility guidelines of Section
508 of the Rehabilitation Act of 1973 as amended, and the Web Content Accessibility Guidelines (WCAG) 2.0 published at https://www.w3.org/TR/WCAG20/

If the resulting contract includes any end-user-facing human interface, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, etc., Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and Vendor further agrees to indemnify and hold harmless Minnesota State from any claim arising out of its failure to comply with the aforesaid requirements.

Minnesota State may, at its discretion, at any time test Vendor’s products or services covered by the resulting contract to ensure compliance with Section 508 and WCAG 2.0. Testing that results in findings of non-compliance, will result in a 25% reduction in the total cost of the products and/or services covered by the resulting contract if the non-compliance is not corrected within 30 days of being reported to Vendor in writing. All withheld amounts will be paid to Vendor upon correction of the non-compliance and acceptance by Minnesota State. Said acceptance not to be unreasonably withheld.

Failure to comply with these requirements will constitute a breach and be grounds for termination of this resulting contract and a pro-rated refund of fees paid from Minnesota State for the remainder of original contract period.

**Physical and Data Security**

In the event the contract(s) entered into as a result of this RFP allows the selected Vendor(s) access to any nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (“Minnesota State Data”), Vendor agrees to the following terms:

a. Vendor will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13 relating to confidentiality of information received as a result of the contract and will protect such data using commercially-acceptable standards, no less rigorously than it protects its own confidential information. Vendor agrees that it, its officers, employees, and agents will be bound by such confidentiality laws and that it will establish procedures for safeguarding the information. 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. Vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by Vendor on behalf of Minnesota State.

b. Vendor must recognize Minnesota State’s sole and exclusive right to control the use of Minnesota State Data. Vendor further agrees it will 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.

c. Vendor agrees it will indemnify and hold harmless the State of Minnesota and Minnesota State from any and all liabilities and claims resulting from the unauthorized disclosure by Vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract(s) entered into as a result of this RFP.

d. Network Security. To the extent applicable to Vendor’s performance under the resulting contract, Vendor agrees at all times to maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, regular third-party penetration testing and vulnerability scanning. Vendor will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

e. Patching: Vendor agrees to maintain secure environments that are patched and up-to-date with all appropriate security updates no less than the standards set forth in Operating Instructions 5.23.1.5 (see http://minnstate.edu/board/procedure/ 523p1g5.html).

f. Data Encryption. Vendor agrees to encrypt all data Minnesota State Data in transit and implement security controls to protect data Minnesota State Data at rest using commercially reasonable and industry accepted measures such as encryption.
g. Secure Coding. Vendor will scan all source code for vulnerabilities when code changes are made and all medium, high, and critical vulnerabilities remediated and scanned again before being placed in to production. CONTRACTOR Vendor must follow best practices for application code review and the OWASP top 10 or a similar industry accepted standard. Upon request from Minnesota State, Vendor will provide summary results of most recent scans.

h. Security Audits & Remediation. Vendor will audit the security of the systems and processes used to provide the services under the resulting contract, including those of any data centers or third parties used by Vendor to provide the services. This security audit: (1) will be performed at least once every calendar year; (2) will be performed according Statement on Standards for Attestation Engagements (“SSAE”) 16 Service Organization Control (“SOC”) 2, International Organization for Standardization (“ISO”) 27001/27002, or FedRAMP; (3) will be performed by third party security professionals at Vendor’s election and expense; (4) will result in the generation of an audit report (“Audit Report”); (5) may be performed for other purposes in addition to satisfying this section. Upon Minnesota State’s reasonable, advance written request, Vendor will provide to the Minnesota State a copy of the Audit Report. Vendor will use best efforts to remediate any control deficiencies identified in the Audit Report in a commercially reasonable timeframe. If Minnesota State becomes aware of any other Vendor controls that do not substantially meet Minnesota State’s requirements, Minnesota State may request remediaion from Vendor. Vendor will use best efforts to remediate any control deficiencies identified by Minnesota State or known by Vendor, in a commercially reasonable timeframe.

i. Password Protection: Vendor agrees that any device or computer that resides at any Minnesota State facility, has access to a Minnesota State network, or stores any non-public data is equipped with strong and secure password protection in compliance with Operating Instructions 5.23.1.1 (http://minnstate.edu/board/procedure/523p3g1.html);

j. Data Re-Use.: Vendor must recognize Minnesota State’s sole and exclusive right to control the use of Minnesota State Data. Vendor further agrees that any and all data exchanged provided by Minnesota State will be used expressly and solely for the purpose enumerated in the resulting contract. Minnesota State Data will not be distributed, repurposed or shaped across other applications, environments, or business units of Vendor. Vendor must ensure that any licensees, subcontractors, agents or others to whom it provides Minnesota State Data agree in writing to be bound by the same restrictions and conditions regarding data security as found in the resulting contract.

k. Data Return or Destruction: Vendor agrees that, upon completion, termination, or cancellation of the resulting contract, all Minnesota State Data will be remitted, without charge, in a mutually agreeable format and media, to Minnesota State. The foregoing sentence does not apply if Minnesota State’s Chief Information Security Officer or delegate authorizes in writing Vendor to erase, destroy, and render unreadable the data and Vendor certifies in writing that these actions have been completed.

l. Reporting of Suspected and Actual Breaches. For this and following subsections, “breach” has the meaning given to it under the applicable Minnesota (Minn. Stat. § 13.055 Subd. 1(a)) or federal law. Immediately upon discovery of confirmed or suspected breach of Minnesota State Data, Vendor will notify Minnesota State by telephone and email. In no event will the report be made more than one (1) business day after Vendor knows or reasonably suspects a breach has or may have occurred. In the event of a suspected breach, Vendor will keep Minnesota State informed regularly of the progress of its investigation until the uncertainty is resolved.

m. Costs Arising from Breach. In the event of a breach by Vendor or its staff, or any other event requiring notification under applicable law, Vendor agrees to promptly reimburse all costs to Minnesota State arising from such breach, including but not limited to costs of notification of individuals, establishing and operating call center(s), credit monitoring and/or identity restoration services, time of Minnesota State personnel responding to the breach, civil or criminal penalties levied against Minnesota State, attorney’s fees, court costs, etc. Any breach may be grounds for immediate termination of the resulting contract by Minnesota State.

**Intellectual Property Infringement**
Vendor represents and warrants that its software and any related systems and/or services related to its software (collectively, the “Software”) furnished by Vendor to Minnesota State will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Vendor will, at its expense, defend any suit brought against Minnesota State, and will indemnify Minnesota State against an award of damages and costs (including reasonable attorney fees, court costs, and appeals), made against Minnesota State by settlement or final judgment of a court that is based on a claim that the use of Vendor’s Software infringes an intellectual property right of a third party.

Affidavit of Non-Collusion

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

Human Rights Requirements

For all contracts estimated to be in excess of $100,000 all responding vendors are required to complete the Human Rights Certification Information and Affirmative Action Data Page and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 660 Olive Street, St. Paul, MN 55155.” All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363A.36. Failure to comply shall be grounds for rejection.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference, but no less than the percentage awarded to any other group under this section on state procurement to certified small businesses that are majority-owned and operated by veterans.

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation due date and time.

If you are claiming the veteran-owned preference, attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation. Only eligible veteran-owned small
Insurance Requirements

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the Minnesota State's authorized representative prior to execution of the contract. The selected vendor shall not commence work under the contract until they have obtained all the insurance described below and Minnesota State 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, at limits not less than $100,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $100,000.00 bodily injury by accident.

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

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

In addition, the following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Products and Completed Operations Liability
- Blanket Contractual Liability
- Name the following as Additional Insureds:
  - Board of Trustees of the Minnesota State Colleges and Universities
  - Minnesota State

3. Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

   $2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:
4. Errors and Omissions (E & O) Insurance. The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the vendor’s professional services required under this contract. The minimum insurance amounts will be:

$2,000,000.00 per occurrence
$2,000,000.00 annual aggregate

Any deductible will be the sole responsibility of the vendor and may not exceed $50,000 without the written approval of Minnesota State. If the vendor desires authority from Minnesota State to have a deductible in a higher amount, the vendor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that Minnesota State can ascertain the ability of the vendor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and vendor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by vendor to fulfill this requirement.

Additional Insurance Conditions:

- Vendor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of vendor’s performance under this contract;
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice, unless vendor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minnesota State;
- Vendor is responsible for payment of contract related insurance premiums and deductibles;
- If vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Vendor shall obtain insurance policy(ies) from insurance 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 vendor’s policy limits to satisfy the full policy limits required by the contract.

C. Minnesota State 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 Minnesota State and copies of policies must be submitted to Minnesota State's authorized representative upon written request.

State Audit
The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to 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 System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected vendor. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

- mark clearly all trade secret materials in its response at the time the response is submitted;
- include a statement with its response justifying the trade secret designation for each item;
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State of Minnesota, 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’s award of a contract. In submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

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

**Conflict of Interest**

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

**Organizational Conflicts of Interest**

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

Physical and Data Security

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13; and other applicable laws.

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

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

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

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

Reimbursements

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


Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than Tuesday, March 3, 4:00 p.m. CT

Institution: Ridgewater College
Name: Teren Novotny
Title: Purchasing
Mailing Address: 2101 15th Ave NW, Willmar MN 56201
The responder shall submit one paper copy and an electronic copy of its RFP response and a compact disc with the RFP response in Microsoft Word format. Proposals are to be sealed in mailing envelopes or packages with the responder’s name and address clearly written on the outside. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

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

Fax and e-mail responses will not be considered.

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

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

1. That I am the Responder (if the Responder is an individual), a partner in the 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: ________________________________
NOTICE TO CONTRACTORS
AFFIRMATIVE ACTION
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 – 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
Email: compliance.mndh@state.mn.us

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

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to 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.

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: __________________________

Revised 1/22/09
STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM

In accordance with Minn. Stat. §16C.16, subd. 6a, the Minnesota State 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.

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.

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: __________________________

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