

# MINNESOTA STATE COLLEGES AND UNIVERSITIES

## RIDGEWATER COLLEGE

Hutchinson MN

### REQUEST FOR PROPOSAL (RFP)

FOR

### LAWN SERVICE

for the

Hutchinson MN Main and East Campuses

**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. 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 <https://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.**

APRIL 2021

**REQUEST FOR PROPOSAL (RFP)  
FOR  
LAWN CARE MAINTENANCE**

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## **Section I. General Information**

### **Background**

Minnesota State Colleges and Universities (Minnesota State) is the third-largest system of higher education in the United States. It is comprised of 37 state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 350,000 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, please view its website at <https://www.minnstate.edu/>.

Ridgewater College is a community and technical college with two campuses located in Hutchinson (the Main campus located at 2 Century Ave SE and the East campus located at 980 2<sup>nd</sup> Ave SE) and one campus located at 2101 15<sup>th</sup> Ave NW in Willmar, Minnesota. Ridgewater College offers over 100 areas of study in technical education, liberal arts transfer programs, customized training and continuing education.

### **Nature of RFP**

Ridgewater College is requesting proposals to assist in lawn care maintenance. This RFP is undertaken by Ridgewater College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, Ridgewater College shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Ridgewater College's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost-effective manner. Ridgewater College 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 Ridgewater College. This RFP shall not obligate Ridgewater 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.

### **General Selection Criteria**

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

- 1) Please describe how your company differentiates itself from your competitors. Please provide a detailed yet concise response.
- 2) What is your company doing to minimize the impact to the environment?
- 3) How long in years has your company performed commercial mowing services?
- 4) Is lawn maintenance a full-time or part-time business for your company?
- 5) How many staff does your company employ?
- 6) Do you maintain an office that is staffed during regular business hours of 8:00-5:00 Central Time.
- 7) Has your company experience bankruptcy in the last 5 years?
- 8) Please describe additional services your company offers that is not part of this RFP as previously described?
- 9) Please provide three (3) commercial customer references.
- 10) Please describe any value-added services that your company is offering Ridgewater College.
- 11) Include a statement if there is anything you would like to offer that was not already covered.

## **Selection Process**

The selection process includes the Vice President of Finance & Operations, the Physical Plant Director, the Building Services Supervisor and Plant Maintenance Engineer.

## **Selection and Implementation Timeline**

Tuesday, April 27, 2021	Publish RFP
Friday, May 7, 2021 at 11:00 AM	Conduct pre-award vendor conference via Zoom
Tuesday, May 11, 2021 at 11:00 AM	Site Inspection
Tuesday, May 18, 2021	Deadline for RFP proposal submissions
Wednesday-Thursday, May 19-20, 2021	Review RFP proposals & Complete selection process
Friday, May 28, 2021	Deadline for executing contract

## **Contract Term**

Ridgewater College desires to enter into a contract with the successful vendor(s) effective when the contract is fully executed. The length of such contract(s) shall be for two (2) years. If Ridgewater College and the vendor is unable to negotiate and sign a contract by May 28, 2021, then 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 Ridgewater College 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 Ridgewater College.

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 Ridgewater College 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 Vice President of Finance, Daniel Holtz.

## **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.

## **Pre-award Vendors Conference**

Ridgewater college will hold a mandatory pre-award vendors conference on Friday, May 7, 2021 at 11:00 AM via Zoom Meeting.

[Meeting Link](#) ; Meeting ID: 963 6854 0069.

By phone dial 1-312-626-6799; Meeting ID: 963 6854 0069, Passcode 251918.

## **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 Ridgewater College and the vendor.

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

## **Authorized Signature**

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

## **Proposal Rejection and Waiver of Informalities**

This RFP does not obligate the Minnesota State Colleges and Universities (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. Ridgewater College also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

1. reject any and all proposals received in response to this RFP;

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

## **Section II. Parties to the RFP**

Ridgewater College

## **Section III. Vendor Requirements**

- Mow lawn at the Main and East Campuses
- Trim at the Main and East Campuses
- Trash and small branch pick up (under 2" Dia)

## **Information Contact**

Ridgewater College's agent for purposes of responding to inquiries about the RFP is:

Name: Tim Schroepfer  
Title: Building Services Supervisor  
Address: 2 Century Ave SE, Hutchinson MN 55350  
Telephone: 320-224-8643  
E-mail address: tim.schroepfer@ridgewater.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Ridgewater College 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 Ridgewater College to evaluate the responses:

1. Expressed understanding of proposal objectives (10%);
2. Work plan (15%);
3. Cost (34%);
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 (15%);
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. Consistency of the proposed solutions to Ridgewater College's present and future needs (5%);
7. Preference, Targeted Group, Economically Disadvantaged Business and Individuals. An eligible submission with a rating augmented by targeted group preference shall be entered on an eligible list ahead of a non-targeted group with the same rating. (6%);

8. Preference, Service Disabled / Veteran-Owned Business and Individuals. Ranking of veterans. An eligible submission with a rating augmented by veteran's preference shall be entered on an eligible list ahead of a non-veteran with the same rating. (6%)

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

Ridgewater College reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. Ridgewater College 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.

### **Problem Resolution Process**

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

### **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 §363.A36. Failure to comply shall be grounds for rejection.

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime 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](mailto: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 businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

### **Insurance Requirements**

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the Ridgewater College'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  
Ridgewater College

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. Ridgewater College 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 Ridgewater College and copies of policies must be submitted to Ridgewater College'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.

## **Section VI. RFP Responses**

### **Submission**

Sealed proposals must be received at the following address not later than 4:30 PM on Tuesday, May 18, 2021.

Name: Tim Schroepfer  
Title: Building Services Supervisor  
Institution: Ridgewater College  
Address: 2 Century Ave SE, Hutchinson MN 55350

The responder shall submit two (2) copies of its RFP response. 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.

The remainder of this page was intentionally left blank

**Attachment 1**

**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: \_\_\_\_\_

## Attachment 2

### **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 –WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

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**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](mailto: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](mailto: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](mailto:compliance.mdhr@state.mn.us) TTY: 651-296-1283



## STATE OF MINNESOTA MINNESOTA STATE PREFERENCE FORM

In accordance with M.S. 16C.16, the basis of award is that eligible certified targeted group (T.G.) prime Bidders and certified economically disadvantaged (E.D.) prime Bidders will receive a six percent (6%) preference. Preference will only be allowed if the Bidder is certified prior to the scheduled bid opening. Both the targeted group (T.G.) preference and the economically disadvantaged (E.D.) preference are applied only to the first \$2,000,000 of the bid. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract. Bidders interested in becoming a certified vendor or to verify their T.G. eligibility and certification or E.D. certification, should refer to the state of Minnesota, Department of Administration, Office of Equity in Procurement Division website at <https://mn.gov/admin/business/vendor-info/oe/sbcp/>, or call the division's help line at (651) 296-2600. The Bidder shall designate their company's status in below.

ARE YOU A CERTIFIED, TARGETED GROUP PRIME CONTRACT BIDDER?  Yes  No

ARE YOU A CERTIFIED, ECONOMICALLY DISADVANTAGED PRIME CONTRACTOR?  Yes  No

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Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the targeted group or economically disadvantaged preference.

### Claim the Preference

#### By signing below I confirm that:

My company is claiming targeted group or economically disadvantaged preference afforded by Minn. Stat. § 16C.16. By making this claim, I verify that:

- The business has been certified by the Office of Equity in Procurement as being a targeted group (T.G.) or an economically disadvantaged (E.D.) business.

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

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

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

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**Attach a copy of your firm's letter indicating certification by the Office of Equity in Procurement and sign and return this form with your solicitation response to claim the TG/ED preference.**

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

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the state will award a 6% preference 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) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

**ARE YOU A CERTIFIED, VETERAN OWNED OR DISABLED VETERAN OWNED SMALL BUSINESS PER EITHER REQUIREMENT ABOVE?**  Yes  No

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

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

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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.

**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:

- The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.
- or
- 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 or service-disabled veteran-owned small business (Supported By Attached Documentation)

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

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

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

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

Information regarding certification by the United States Department of Veterans Affairs may be found at: <https://www.va.gov/osdbu/>

**Attachment 5  
Response Form and Checklist**

Service Rates

	Main Campus	Unit of Measure	East Campus	Unit of Measure
<b>Acres</b>	<b>24</b>		<b>4.5</b>	
Lawn Service	\$	Per Acre	\$	Per Acre
<i>Optional Add-on Services:</i>				
Fertilizer & Weed Control	\$	Per application	\$	Per application
Aeration	\$	Per Acre	\$	Per Acre
Aeration & Seed	\$	Per Acre	\$	Per Acre
Ornamental Bed Weed Control	\$	Per application	\$	Per application
Tree Service	\$	Per Tree	\$	Per Tree
Shrub Service	\$	Per Shrub	\$	Per Shrub
Buckthorn Treatment	\$	Per Hour	\$	Per Hour
Apple Scab Control Spray	\$	Per Tree	\$	Per Tree
Additional enhancements to landscaping & plantings	\$	Per man hour	\$	Per man hour
Other:	\$		\$	

Submission Checklist

- ✓ RFP terms, conditions and service rates.
- ✓ Response to General Selection Criteria, numbers 1 through 11 above.
- ✓ Signed documentation if claiming Veteran-owned eligibility.
- ✓ Signed documentation if claiming targeted group eligibility.
- ✓ Affidavit of Non-Collusion

Company Name	
Contact Name	
Title	
Date Signed	
Phone Number	
eMail Address	