



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2446
Fax: 651.297.3996

REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.: 3 Date of Addendum: January 21, 2010
Due Date, Time: February 3, 2010, at 3:00PM CT Revised Date, Time: N/A
Acquisition Mgmt. Spec.: Luke Jannett Agency: MMD
Web Registration No.: 13580
Title: Single and Tandem Axle Cab and Chassis 2010 Diesel Emission Engine

SCOPE OF ADDENDUM

1. The following make and model has been added to the approved list:

2011 Ford F-750 Super Cab – Single Axle

The following items have been provided for clarification purposes:

1. The "FOREIGN OUTSOURCING OF WORK PROHBITED" clause added in Addendum 2 refers to warranty and service work performed under the Contract. Products may be manufactured outside the borders of the United States.
2. Responders may submit the tab titled "Vendor & Base Unit Information" that was revised in Addendum #2 as a separate document. MMD will merge the "Vendor & Base Unit Information" revised tab into the original pricing pages. The revised "Vendor & Base Unit Information" tab will supersede the original tab in all cases. Failure to submit the Addendum #2- "Revised Vendor & Base Unit Information" tab may be cause for rejection of the entire proposal or portions thereof.
3. Item 2.26 detailed in both specifications 330-1009 and 350-1009 states "Exhaust system shall be horizontal with horizontal muffler, if available."

Responders are to detail the standard exhaust configuration in line 125 of the "Revised 1.15.2010 Base Unit Pricing" tabs provided in Addendum #2. "Horizontal/Horizontal" should be listed if available.

This addendum shall become part of the RFP and **MUST** be returned with the RFP.

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2446
Fax: 651.297.3996

REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.: 2 Date of Addendum: January 15, 2010
Due Date, Time: February 3, 2010, at 3:00PM CT Revised Date, Time: _____
Acquisition Mgmt. Spec.: Luke Jannett Agency: MMD
Web Registration No.: 13580
Title: Single and Tandem Axle Cab and Chassis 2010 Diesel Emission Engine

SCOPE OF ADDENDUM

1. **ADD** the following to the SCOPE for specification 330-1009 (Single Axle Cab & Chassis) and specification 350-1009 (Tandem Axle Cab & Chassis).

1.0 SCOPE

1.1 Vehicle must be 26,000 GVW or larger.

Make and models submitted that do not meet the 26,000 GVW or larger requirement will not be considered.

2. **DELETE** specification 2.6 from Specification 330-1009 (Single Axle Cab & Chassis).
3. **DELETE** specification 2.6 from Specification 350-1009 (Tandem Axle Cab & Chassis).
4. The tab titled "Vendor & Base Unit Information" has been revised. Responders must download the revised tab sheets titled "Vendor & Base Unit Revised" for both the Single and Tandem Axle Trucks. The revised tab sheets are available from the following links:

Single Axle:

[http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13580T647\(5\)SingleAxlePricingRevised.xls](http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13580T647(5)SingleAxlePricingRevised.xls)

Tandem Axle:

[http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13580T647\(5\)TandemAxlePricingRevised.xls](http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13580T647(5)TandemAxlePricingRevised.xls)

For convenience, the changes have been highlighted on the price sheets.

Failure to use the revised "Vendor & Base Unit Information Revised 1.15.2010" tab sheets may be cause for rejection of the proposal, or portions thereof.

5. **DELETE** the form titled "State of Minnesota Location of Service Disclosure and Certification" located on Page 30. This form is not required.
6. **ADD** the following to the Special Terms, Conditions, and Specifications Section:
 33. **FOREIGN OUTSOURCING OF WORK PROHIBITED.** All services under this Contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all levels.
7. A list of the approved make and models that may be offered in response to this solicitation is detailed herein. The list contains eighty (80) approved make and models.

The following have been provided for Clarification purposes.

- C1. Responders are not required to respond to all make and models offered by an OEM. The State will award based on individual make and model, and will award single and tandem trucks of the same make and model to only one vendor. The evaluation process will be determined prior to the opening date of the RFP. Additional detail on the evaluation process is not public information at this time. Option content should be as complete as possible, as an option not offered on the price schedule will not be listed on the Contract; and therefore cannot be sold under the Contract.
- C2. Any line items offered on the Price Schedule that do not have a firm, fixed price will not be considered and will be deleted from the price schedule.
- C3. All approved make and models detailed herein are open for proposals. Interested parties may submit a response to any make and model listed, even if they did not submit the make and model for approval.
- C4. Responders may only submit a price deduct when it is specifically requested on the pricing page. Responders that list price deducts other than as an instructed may have their proposal, or portions thereof, rejected.

The following are State's responses to questions received.

- Q1.** The specification states a hor/hor exhaust with a 84 inch ca. on our single axles our hor/ hor exhaust (your base exhaust)has a minimum ca factory requirement of 96. We can get down to the 85 ca with the hor muffler vert exhaust. The cab to axle change from 85 to 96 is a no charge change. I am assuming it is ok to have the base spec with the hor/hor exhaust at 96 ca knowing that they can go down to the 85 ca at no charge if they change the exhaust to hor /vert(the hor/vet exhaust is an upcharge).

Transversly, the 7600(big bore engines) model has just been changed and they have made the hor/vet exhaust standard and an up charge to go with the hor/hor exhaust. Is it ok to have the hor/vert on this model as standard?

A1. Refer to Addenda #2 Items 1, 2, 3 and 4 detailed above.

Q2. Describe, in detail, the evaluation process that the State will use for Phase II, price schedule, page 34?

A2. Refer to Clarification-C1.

2010-2011 MN/DOT APPROVED MAKE AND MODELS LIST T-647/13580 Addendum #2 1.15.2009 (Page 1 of 2)				
1	2011	Ford	F650 Regular Cab	Single
2	2011	Ford	F650 Super Cab	Single
3	2011	Ford	F650 Crew Cab	Single
4	2011	Ford	F750 Regular Cab	Single
5	2011	Ford	F750 Crew Cab	Single
6	2011	Freightliner	Coronado	Tandem
7	2011	Freightliner	Coronado SD	Tandem
8	2011	Freightliner	Coronado 122SD	Tandem
9	2011	Freightliner	Cascadia CA 113 DC	Tandem
10	2011	Freightliner	Cascadia CA 125 DC	Tandem
11	2011	Freightliner	M2-106	Single
12	2011	Freightliner	M2-106	Tandem
13	2011	Freightliner	M2-106V	Single
14	2011	Freightliner	M2-106V	Tandem
15	2011	Freightliner	M2-112	Single
16	2011	Freightliner	M2-112	Tandem
17	2011	Freightliner	M2-112V	Single
18	2011	Freightliner	M2-112V	Tandem
19	2011	Hino	268A	Single
20	2011	Hino	338	Single
21	2011	International	4300	Single
22	2011	International	4300 M7	Single
23	2011	International	4300 LP	Single
24	2011	International	4300 M7 4x4	Single
25	2011	International	4300 M7 LP	Single
26	2011	International	4400	Single
27	2011	International	4400 LP	Single
28	2011	International	4400 6x4	Tandem
29	2011	International	5500 6x4	Tandem
30	2011	International	5600 6x4	Tandem
31	2011	International	7300	Single
32	2011	International	7300 4x4	Tandem
33	2011	International	7400	Single
34	2011	International	7400 4x4	Single
35	2011	International	7400 6x4	Tandem
36	2011	International	7400 6x6	Tandem
37	2011	International	7500	Single
38	2011	International	7500 4x4	Single
39	2011	International	7500 6x4	Tandem
40	2011	International	7500 6x6	Tandem
41	2011	International	7600	Single
42	2011	International	7600 6x4	Tandem
43	2011	International	7700	Single
44	2011	International	7700 6x4	Tandem
45	2011	International	8600	Single
46	2011	International	8600 6x4	Tandem

2010-2011 MN/DOT APPROVED MAKE AND MODELS LIST T-647/13580 Addendum #2 1.15.2009 (Page 2 of 2)				
47	2011	Kenworth	T800	Single
48	2011	Kenworth	T800	Tandem
49	2011	Kenworth	W900	Single
50	2011	Kenworth	W900	Tandem
51	2011	Kenworth	T470	Single
52	2011	Kenworth	T470	Tandem
53	2011	Kenworth	T440	Single
54	2011	Kenworth	T440	Tandem
55	2011	Kenworth	T370	Single
56	2011	Kenworth	T370	Tandem
57	2011	Kenworth	T270	Single
58	2011	Kenworth	T170	Single
59	2011	Mack	GU712	Single
60	2011	Mack	GU713	Tandem
61	2011	Mack	GU812	Single
62	2011	Mack	GU813	Tandem
63	2011	Mack	MRU612	Single
64	2011	Mack	MRU613	Tandem
65	2011	Mack	LEU612	Single
66	2011	Mack	LEU613	Tandem
67	2010	Oshkosh	H	Single
68	2010	Oshkosh	P	Single
69	2010	Oshkosh	MPT	Single
70	2011	Peterbilt	320	Single
71	2011	Peterbilt	320	Tandem
72	2011	Peterbilt	337	Single
73	2011	Peterbilt	348	Single
74	2011	Peterbilt	348	Tandem
75	2011	Peterbilt	367	Tandem
76	2010-11	UD	UD3300	Single
77	2011	Volvo	VHD 42F200	Single
78	2011	Volvo	VHD 42B200	Single
79	2011	Volvo	VHD 64B200	Tandem
80	2011	Volvo	VHD 64F200	Tandem

This addendum shall become part of the RFP and **MUST** be returned with the RFP.

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2446
Fax: 651.297.3996

REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.: 1 Date of Addendum: January 4, 2010
Due Date, Time: January 20, 2010, at 3:00PM CT Revised Date, Time: February 3, 2010, at 3:00PM CT
Acquisition Mgmt. Spec.: Luke Jannett Agency: MMD
Web Registration No.: 13580
Title: Single and Tandem Axle Cab and Chassis 2010 Diesel Emission Engine

SCOPE OF ADDENDUM

1. The due date and time for responses is **CHANGED** – The **REVISED** due date and time for responses is:
February 3, 2010, at 3:00 P.M. CT.
2. Responders must use the pricing pages provided in the solicitation when submitting a proposal. Failure to use the pricing pages and format as provided by the State may be cause for rejection of the entire proposal or portions thereof.
3. The link below provides an electronic version of the make and model submittal sheet that is included in the RFP. The deadline to submit make and models for State approval is:

January 5, 2010, at 4:30PM CT.

[http://www.mmd.admin.state.mn.us/process/admin/documents/13580T-647\(5\)make&model.doc](http://www.mmd.admin.state.mn.us/process/admin/documents/13580T-647(5)make&model.doc)

This addendum shall become part of the RFP and **MUST** be returned with the RFP.

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2446
Fax: 651.297.3996

STATE OF MINNESOTA

REQUEST FOR PROPOSAL (RFP)

***TITLE: TRUCKS: SINGLE AND TANDEM AXEL CAB AND CHASSIS 2010
DIESEL EMISSION ENGINE***

DUE DATE: January 20, 2010

TIME: 3:00 p.m. Central Time



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2446
Fax: 651.297.3996

**REQUEST FOR PROPOSAL
(RFP)**

TITLE: SINGLE AND TANDEM AXEL CAB AND CHASSIS 2010 DIESEL EMISSION ENGINE

DUE DATE: JANUARY 20, 2010

TIME: 3:00 P.M. CENTRAL TIME, USA

PLACE: Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

CONTACT: Luke Jannett
Acquisition Management Specialist
Luke.Jannett@state.mn.us

PHONE: 651.201.2446

FAX: 651.297.3996

CONTRACT PERIOD: From the date of Contract execution to January 31, 2011 with the option to renew up to 24 months upon agreement of both parties.

Your response to this Request for Proposal must be returned sealed. Sealed responses must be received in the office of the Director of the Materials Management Division and time-stamped no later than the date and time specified above, at which time the names of the vendors responding to this RFP will be read. **Late responses** cannot be considered. The laws of Minn. Stat. Ch. 16C apply to this Request for Proposal.

In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 90 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Contract between the undersigned vendor and the State of Minnesota.

DELIVERY AND PAYMENT TERMS: Delivery offered: _____ days After Receipt of Order.

Cash Discount Terms (check one): ☐ % 30; ☐ % 15; ☐ % 10 ☐ Other (specify): _____

Name of Vendor: _____ **Vendor E-Mail:** _____

Address: _____

Phone: _____ **Fax:** _____ **Date:** _____

Authorized Signature: _____

Typed name of signer: _____ **Title:** _____

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: _____

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

OVERVIEW

This Request for Proposal (RFP) describes a relationship to be established between the State and a responder to provide Single and Tandem Axel Cab and Chassis 2010 Diesel Emission Engine. The RFP also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process.

Detailed Contract obligations and measures of performance will be defined in the final negotiated Contracts. The RFP shall not be construed to limit the State's right to issue or not issue any Contract, to reject all proposals, or to negotiate with more than one responder. Specific rights are detailed elsewhere in this RFP.

Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Luke Jannett
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: Luke.Jannett@state.mn.us

SCHEDULE OF EVENTS

This section provides a tentative schedule of the critical project dates. Responders should carefully examine and make certain they have a clear understanding of the requirements of the specified project milestones and the associated dates.

<u>Event</u>	<u>Date Scheduled</u>
Issue of RFP	December 21, 2009
Pre-Proposal Meeting	December 30, 2009 at 10:00 AM CT
Cutoff Date for Questions	December 31, 2009 at 4:30 PM CT
Deadline to Submit Make & Models for State Approval	January 5, 2010 at 4:30 PM CT
Response Due Date	January 20, 2010 at 3:00 PM CT

PRE-PROPOSAL MEETING

A pre-proposal meeting will be held for all interested responders to review any concerns regarding this Request for Proposal on December 30, 2009, at 10:00 AM CT. Attendance is not mandatory but is strongly recommended. The meeting will be held at the Department of Administration, 50 Sherburne Avenue – Saint Paul 55155-ROOM 116B. **ONLY METERED PARKING IS AVAILABLE AND IS STRICTLY ENFORCED.**

SUBMITTING QUESTIONS

The deadline for submitting questions is December 31, 2010, at 4:30 PM CT. Questions must be submitted in writing to the Acquisition Management Specialist listed above. All questions **received** by the cutoff date will be responded to via an addendum to all solicitation holders.

PROPOSAL PREPARATION

NOTE: Responses are to be prepared and presented in the same sequential order as the questions and requests for comments are presented in this document. Responses deviating from the request for proposal format and organization may be removed from further consideration. Responses are expected to provide a straightforward and concise description of the responder's ability to meet the requirements.

Each response must be submitted with the pricing components separated in a sealed envelope and marked **"Pricing Proposal."** All other applicable material must be submitted together and marked **"General Proposal."**

Submit **one original and one copy** of the response in written form, along with two additional copies of the "electronic response". The original copy of the response must be signed by an authorized member of the firm and marked "Original." Responses are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside.

Costs for developing a response to this RFP are entirely the responder's responsibility and shall not be chargeable to the State of Minnesota or to any agency thereof.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

INTRODUCTION

This Request for Proposal does not commit the State to award any Contract or to pay any costs incurred by the vendors responding. The following terms set forth the minimum requirements of the State and may be included in the Contract entered into by the State and the Contract Vendor. Any materials submitted may be incorporated by reference in the final Contract.

All general proposal terms, specifications and special conditions form a part of this RFP and will apply to any Contracts entered into as a result thereof.

The State reserves the right to accept or reject any or all responses or parts of responses and to waive informalities therein.

All responses must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this RFP to the Acquisition Management Specialist shown on page one. **THIS IS A REQUEST FOR PROPOSAL; NOT A PURCHASE ORDER.**

1. **ESTIMATED AMOUNT.** If there is an estimated total dollar value of the Contract listed in the Special Terms and Conditions, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFP are estimated quantities only and impose no obligation upon the State either minimum or maximum.

2. **PREPARATION OF RESPONSE**

- a. **ALTERATIONS.** Any alteration, particularly in the price used to determine the successful response, may be rejected unless the alteration is initialed by the person authorized to contractually obligate the responder. Proof of authorization shall be provided upon request. The use of **correction fluid or typewriter correction tape is considered an alteration.**
- b. An **AUTHORIZED SIGNATURE** is required. The response must be in the legal name of the firm or business and must be fully and properly executed and signed by an officer or other authorized representative who shall state his/her title. **ONE PAPER ORIGINAL and ONE PAPER COPY, and two additional electronic copies of the pricing pages** of the response are requested.

Proof of authority of the person signing the response shall be furnished upon request. If the responder is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has designated an attorney-in-fact, the ordinary power of attorney should be furnished. If the responder is a partnership, a letter of authorization shall be furnished, signed by one of the general partners. If the responder is a proprietor, and the person signing the response is other than the owner, a letter of authorization signed by the owner shall be furnished.

- c. The **AFFIRMATIVE ACTION DATA PAGE** must be completed and returned with the response. All responders must be in compliance with Minn. Stat. § 363A.36, Subd. 1, as amended, pertaining to affirmative action certificates of compliance.
- d. The **TRADE SECRET INFORMATION FORM** should be filled out and returned with your response.
- e. The **AFFIDAVIT OF NONCOLLUSION** must be completed and returned with the response.
- f. The **SERVICE and DELIVERY** form should be completed and returned with the response.
- g. Applicable sections of the **CONTRACT SAVINGS AND USAGE REPORTS** should be completed and returned with the response.
- h. The **ENVIRONMENTAL REPORTS** should be completed and returned with the response.
- j. The **TAXPAYER IDENTIFICATION** form should be completed and returned with the response.

- k. When included, the **LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION** form must be completed and returned with the response.
 - l. The **Immigration Status Certification** form should be completed and returned with the response.
3. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
 4. **ACTING IN CASES OF DOUBTFUL RESPONSIBILITY.** If the Manager of Acquisitions, on the basis of available evidence, concludes that a particular responder appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.
 5. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.
 6. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs 54 and 60 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrong doing of the State.
 7. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minn. Stat. § 181.59 and Minn. Stat. Ch. 363 prohibiting discrimination.
 8. **CANCELLATION OF THE CONTRACT.** The Contract may be cancelled by the State or the commissioner of Administration at any time, without cause, upon 30 days' written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.
 9. **STATE AUDITS (Minn. Stat. § 16C.05, Subd. 5).** The books, records, documents, and accounting procedures and practices of the Contract Vendor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.
 10. **CONTRACT DOCUMENTS.** Contract documents, including the bond and insurance requirements in the RFP, are to be returned within 14 calendar days from receipt of the documents. Failure to comply may result in cancellation of the award.
 11. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.

12. **AWARD.** Unless otherwise provided for in the Special Terms, Conditions, and Specifications, the award of this solicitation will be based upon the total accumulated points as established in the RFP and where the State believes, at its sole discretion, that it will receive the best value. First consideration will be given to the responder with the highest total points. In the event that contract negotiations are unsuccessful, the responder with the next highest number of points will be selected for consideration. The final award decision will be made by the commissioner of Administration or designate. The Commissioner may accept or reject the recommendation of the evaluation team.
13. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
14. **INSURANCE.** The successful responder will be required to provide a copy of a Certificate of Insurance, including the **workers' compensation insurance** coverage requirements of Minn. Stat. § 176.181, subd. 2, as per the attached **CERTIFICATE OF INSURANCE**, prior to execution of the Contract.
15. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

16. **DISPOSITION OF RESPONSES.** All materials submitted in response to this RFP will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must:
 - a. clearly mark all trade secret materials in its response at the time of the response is submitted,
 - b. include a statement with its response justifying the trade secret designation for each item, and
 - c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a Contract. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its Contracts, including responses to RFPs, for a minimum of seven years.

The State will not consider the prices submitted by the responder to be trade secret materials.

17. **RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
 - a. Reject any and all responses received;

- b. Select, for contracts or for negotiations, a response other than that with the lowest cost;
 - c. Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
 - d. Negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
 - e. Request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
 - f. Terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Contract.
18. **PAYMENT.** Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The ordering entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the ordering entity before payment will be issued.
19. **TAXES. DO NOT** add sales tax to the prices being offered. State agencies are subject to paying Minnesota sales and use taxes. Taxes will be paid to the Department of Revenue using Direct Payment Permit 1114, unless otherwise instructed in the Special Terms and Conditions of this solicitation. If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the purchaser.
20. **PURCHASING CARDS.** Not Applicable.
21. **PRICES.** Prices shall remain firm for the life of the Contract unless escalation is allowed in the Special Terms and Conditions. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.
- a. **TRANSPORTATION.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse unless otherwise stated in the Special Terms and Conditions. Price reductions must be passed on immediately to the State whenever they become effective. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO.
 - b. **PRICE DECREASES.** Not applicable. Fixed price Contract.
22. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Contract arising from this RFP shall be effective upon the date of final execution by the State, unless a later date is specified in the Contract.
23. **RISK OF LOSS OR DAMAGE.** The State shall be relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, installation, and during the entire time the goods and/or equipment are in possession of the State, unless and until such time as unencumbered title is vested in the State and the goods and/or equipment are in exclusive possession of the State.
24. **GOVERNING LAW.** The RFP and the Contract shall be construed in accordance with and its performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC, except when to so deem such services as "goods" is unreasonable.
25. **JURISDICTION AND VENUE.** This RFP and any ensuing Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.

26. **REQUEST FOR CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document.
27. **CONFLICT OF TERMS.** In the event of any conflict between the General Terms, Conditions and Instructions and any Special Terms and Conditions of the RFP, the Special Terms and Conditions shall govern.
28. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the AMS prior to the bid opening due date and time. Any issue a responder has with the Contract award must be submitted in writing to the AMS within five working days from the time the Contract award is made public. The State will respond to any protest received that follows the above procedure.
29. **FORCE MAJEURE.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.
30. **DEFAULT.** A State purchase order constitutes a binding Contract. All commodities furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the ordering entity to cancel the Contract or purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.
31. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State Contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Materials Management Division Acquisition Management Specialist and the Department of Administration's Communication Office.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

32. **NOTICES.** If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the State shall be addressed as follows:

Luke Jannett
Acquisition Management Specialist
50 Sherburne Avenue
112 Administration Bldg.
St. Paul, MN 55155

Fax: 651.297.3996

33. **STATE AGENCY CONTRACT USE.** The State intends to use this RFP and the resulting Contract to meet its needs for goods and services purchased under the authority of the commissioner of Administration. An exception will be made when the commissioner of Administration or authorized delegate determines that the State will achieve its "best value" by utilizing alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law.

The Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist or authorized delegate unless otherwise provided for in the Special Terms and Conditions.

34. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the State's terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE SPECIAL TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or special terms and conditions and/or specifications that:

- a. Gives the responder taking the exception a competitive advantage over other vendors, or
- b. Gives the State something significantly different from that which the State requested.

35. **OWNERSHIP**

- a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contract Vendor upon completion, termination or cancellation of the Contract. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Contract without the prior written consent of the State.
- b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

36. **PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the special terms. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.).

37. **AMENDMENT(S).** At any time the State may make changes within the general scope of the Contract by issuing a written Contract amendment duly executed by an authorized representative of the State and the Contract Vendor. If any such change causes an increase or decrease in the time required for the performance of any part of the work under the Contract, an adjustment shall be made in the Contract delivery schedule and cost, and the Contract Vendor shall be notified in writing accordingly. Any claim by the Contract Vendor for adjustment under this clause must be asserted within 30 days from the date of receipt of the notification of change. Either party may propose adjustments. If the Contract Vendor seeks an adjustment, it must request such adjustment in writing.

The Contract Vendor is required to provide a certain level of effort in producing the analysis and documentation. The State will not compensate the Contract Vendor for changes in requirements that do not result in a corresponding change in the level of effort. The State shall receive credit for reductions in level of effort due to changes and shall pay for increases in the level of effort.

Contract amendments shall be negotiated by the State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Contract amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

38. **COPYRIGHTED MATERIAL WAIVER.** The State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.

39. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

- a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

40. **NONVISUAL ACCESS STANDARDS.** Not applicable.

41. **ENTIRE AGREEMENT.** A written Contract (including the contents of this RFP and the Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Contract.

42. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Contract is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

43. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and the response of the successful vendor will become contractual obligations, along with the final Contract, if acquisition action ensues. The State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.

44. **ASSIGNMENT.** The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

45. **CHANGE REQUESTS.** The State reserves the right to request, during the term of the Contract, changes to the products offered. Products introduced during the term of the Contract shall go through a formal review process. A formal process of changing the Contract shall be developed during the negotiation of the Contract. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Contract as well as defining how adding the product will enhance the Contract. The State may request that products, other than those recommended, are added to the Contract.

In the event that the State desires to add new products and services that are not included in the original Contract, the State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the State's requirements. Evidence of the need to add products or services should be demonstrated to the State. The Contract shall be modified via supplement or amendment. The State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Contract without the State's prior approval.

46. **TG/ED PREFERENCE.** In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 1/2 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's Help Line at 651.296.2600.

47. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to paragraphs: 6. Indemnification, Hold Harmless, and Limitation of Liability 9. State Audits, 15. Government Data Practices, 24. Governing Law, 25. Jurisdiction and Venue, 59. Intellectual Property Indemnification, and 31. Publicity.
48. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.
49. **AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors.
- a. Covered Contracts and Contract Vendors. If the Contract exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, Subd. 1 and Minnesota Rules 5000.3400-5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, Subd. 1, because it employed more than 40 full-time employees in another state and which does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
 - b. Minnesota Statutes Section 363A.36, Subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of Human Rights (commissioner) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and Contract consequences in that event. A Contract awarded without a certificate of compliance may be voided.

- c. Minnesota Rules 5000.3400-5000.3600 implement Minn. Stat. § 363A.36, Subd. 1. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and Contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn Rules 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- d. Disabled Workers. The Contract Vendor must comply with the following affirmative action requirements for disabled workers.

“AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The contractor must 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 contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon 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 for training, including apprenticeship.
 - (b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, Subd. 1, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The contractor 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 must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants, and the rights of employees and applicants.
 - (e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other Contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36, Subd. 1, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of this Contract by the commissioner or the State.
 - f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, Subd. 1 and Minnesota Rules 5000.3400 to 5000.3600 and is aware of the consequences for noncompliance.

50. **USAGE REPORT.** As per the requirements of this RFP, Contract Vendors are required to furnish usage data to the Acquisition Management Specialist. Unless otherwise specified in the Special Terms and Conditions, a report on Contract usage must consist of the total dollars expended by the State and other entities.

51. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the State by the responder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the responder must provide the State with Material Safety Data Sheets regarding those substances (including mercury). A copy must be included with each delivery.

52. **STATE REQUIREMENTS.** The Contract Vendor is responsible to present information to State agency and Cooperative Purchasing Venture (CPV) customers regarding product compliance with State requirements. The Contract Vendor's catalog and other marketing materials utilized to offer products under this Contract shall affirmatively state when a product is in compliance with the Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16C.145), and the Energy Star Standards. The Contract Vendor must also indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a post-consumer recycled content of 30 percent or greater. If any descriptive marketing materials are silent as to any or all of these requirements (e.g., ADA compliance, functions utilizing 30 percent recycled content paper), the Contract Vendor agrees that the customer can assume the product meets or exceeds the State requirements.
53. **COPYRIGHT.** The responder shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or not copyrighted composition, secret process, patented or not patented invention, article or appliance furnished or used in the performance of the Contract.
54. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** The State agrees to protect all properly identified Contract trade secret material, as the term "trade secret" is defined in Minn. Stat. § 13.37. In the event a request is made for information which the Contract Vendor has identified as "trade secret", the State agrees to notify the Contract Vendor of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the Contract Vendor an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information.
55. **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 which 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 Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
 - the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
 - the Contract Vendor has an unfair competitive advantage.
- The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the AMS, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," and "AMS" modified appropriately to preserve the State's rights.
56. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270.65 Subd. 3 Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.
57. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the responder receiving the award of this Solicitation will be required to provide their bank routing information to the Department of Finance to enable payments to be made through EFT.
58. **PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You can call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

59. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

60. **PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED.** By signing and submitting a response to this solicitation, Contractor/Responder certifies that they have read and will comply with Laws of Minnesota, 2007, Chapter 57 (to be codified at Minn. Stat. §§ 325E.385-325E.388) as provided below.

325E.385 PRODUCTS CONTAINING POLYBROMINATED DIPHENYL ETHER.

Subdivision 1. **Definitions.** For the purposes of sections 325E.386 to 325E.388, the terms in this section have the meanings given them.

Subd. 2. **Commercial decabromodiphenyl ether.** "Commercial decabromodiphenyl ether" means the chemical mixture of decabromodiphenyl ether, including associated polybrominated diphenyl ether impurities not intentionally added.

Subd. 3. **Commissioner.** "Commissioner" means the commissioner of Pollution Control Agency.

Subd. 4. **Manufacturer.** "Manufacturer" means any person, firm, association, partnership, corporation, governmental entity, organization, or joint venture that produces a product containing polybrominated diphenyl ethers or an importer or domestic distributor of a noncombustible product containing polybrominated diphenyl ethers.

Subd. 5. **Polybrominated diphenyl ethers or PBDE's.** "Polybrominated diphenyl ethers" or "PBDE's" means chemical forms that consist of diphenyl ethers bound with bromine atoms. Polybrominated diphenyl ethers include, but are not limited to, the three primary forms of the commercial mixtures known as pentabromodiphenyl ether, octabromodiphenyl ether, and decabromodiphenyl ether.

Subd. 6. **Retailer.** "Retailer" means a person who offers a product for sale at retail through any means, including, but not limited to, remote offerings such as sales outlets, catalogs, or the Internet, but does not include a sale that is a wholesale transaction with a distributor or a retailer.

Subd. 7. **Used product.** "Used product" means any product that has been previously owned, purchased, or sold in commerce. Used product does not include any product manufactured after January 1, 2008.

325E.386 PRODUCTS CONTAINING CERTAIN POLYBROMINATED DIPHENYL ETHERS BANNED; EXEMPTIONS.

Subdivision. 1. **Penta- and octabromodiphenyl ethers.** Except as provided in subdivision 3, beginning January 1, 2008, a person may not manufacture, process, or distribute in commerce a product or flame-retardant part of a product containing more than one-tenth of one percent of pentabromodiphenyl ether or octabromodiphenyl ether by mass.

Subd. 2. **Exemptions.** The following products containing polybrominated diphenyl ethers are exempt from subdivision 1 and section 325E.387, subdivision 2:

(1) the sale or distribution of any used transportation vehicle with component parts containing polybrominated diphenyl ethers;

(2) the sale or distribution of any used transportation vehicle parts or new transportation vehicle parts manufactured before January 1, 2008, that contain polybrominated diphenyl ethers;

(3) the manufacture, sale, repair, distribution, maintenance, refurbishment, or modification of equipment containing polybrominated diphenyl ethers and used primarily for military or federally funded space program applications. This exemption does not cover consumer-based goods with broad applicability;

(4) the sale or distribution by a business, charity, public entity, or private party of any used product containing polybrominated diphenyl ethers;

(5) the manufacture, sale, or distribution of new carpet cushion made from recycled foam containing more than one-tenth of one percent polybrominated diphenyl ether;

(6) medical devices; or

(7) the manufacture, sale, repair, distribution, maintenance, refurbishment, or modification of telecommunications equipment containing polybrominated diphenyl ethers used by entities eligible to hold authorization in the Public Safety Pool under Code of Federal Regulations, title 47, part 90.

In-state retailers in possession of products on January 1, 2008, that are banned for sale under subdivision 1 may exhaust their stock through sales to the public. Nothing in this section restricts the ability of a manufacturer, importer, or distributor from transporting products containing polybrominated diphenyl ethers through the state, or storing such products in the state for later distribution outside the state.

325E.388 PENALTIES. A manufacturer who violates sections 325E.386 to 325E.388 is subject to a civil penalty not to exceed \$1,000 for each violation in the case of a first offense. A manufacturer is subject to a civil penalty not to exceed \$5,000 for each repeat offense. Penalties collected under this section must be deposited in an account in the special revenue fund and are appropriated in fiscal years 2008 and 2009 to the commissioner to implement and enforce this section.

61. **EMPLOYEE STATUS.** By order of the Governor's Executive Order 08-01, responders **MUST** certify their compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify their use of the *E-Verify* system established by the Department of Homeland Security.

If your response to this solicitation is or could be in excess of \$50,000, you must certify that you are in compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors **MUST** obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract Vendor and made available to the state upon request.

1. Responders are in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and that the responder and all its subcontractors do not knowingly employ persons in violation of the United States immigration laws. The Contract Vendor will obtain the State of Minnesota—Immigration Status Certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. The Contract Vendor and all its subcontractors will, by the date of the delivery of the product and/or performance of the services under this Contract, have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on this Contract.

If the Contract Vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the US immigration laws, or haven't begun to implement the *E-Verify* program for all newly hired employees in support of this contract, the state reserves the right to determine what action it may take, including but not limited to cancelling the Contract, and/or suspending or debarring the Contract Vendor from state purchasing.

62. **STATE EMPLOYEE PARTICIPATION.** When applicable, in compliance with Minn. Stat. § 16C.08 for Professional/Technical (P/T) services and 16C.09 for non P/T services, the availability of this contracting opportunity is being offered to State employees that are already doing the work in question. The State will evaluate the response of any State employee, along with the other responses to the solicitation.

After the solicitation has been issued, if a State agency is identified as being able and available to perform the task outlined in the solicitation, the State reserves the right to cancel the solicitation in its entirety.

Pursuant to Minn. Stat. §§ 16C.08 and 16C.09, the State may not enter into a contract that includes services, with a vendor if the contractor and/or its agents are State employees. By submitting a response to the solicitation, I hereby certify that my company and/or its agents are not State employees.

63. **VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE.** In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses of which the principal place of business is in Minnesota will receive a ½ percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response.

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

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

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

64. **PREVAILING WAGE.** If this solicitation involves a project which includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds, it is subject to prevailing wage laws in accordance with Minnesota Statutes §§ 177.30-.32, 177.41-.44, 16.B, and 16C, and corresponding Rules 5200.1000 to 5200.1120. The Contractor is solely responsible for payment of any and all required Prevailing Wage rates. In accordance with Minnesota Statutes §§ 177.30(4), 177.31, and 177.32 there are Contractor and subcontractor liabilities for failure to adhere to prevailing wage laws. For questions regarding the Prevailing Wage Laws, contact the Department of Labor and Industry at 651.284.5091.
65. **BACKGROUND CHECKS.** After Contract award and prior to the start of Contract work, the Contract Vendor shall conduct background checks on all current and future employees that will perform the services required in the Contract. The background checks will be conducted through the State of Minnesota Bureau of Criminal Apprehension (BCA). Additionally, the State also reserves the right to request employee background checks be performed by the Contract Vendor through the Federal Bureau of Investigation. All costs associated with any background checks conducted by the Contract Vendor shall be the responsibility of the Contract Vendor.

The background checks must show any felony and gross misdemeanor convictions and any misdemeanors for which jail time may be imposed that disqualify the Contract Vendor's employee from performing work on state property or in sensitive work areas. The Contract Vendor must review the results of these background checks.

If the completed background check on an individual employee has an offense on their record, the Contract Vendor must seek written approval from the entity issuing the work order and its Human Resources Department, prior to allowing that individual to work under the Contract. The State reserves the right to decline any Contract Vendor's employee with an offense on their record. A non-State agency should follow its procedures for verification of Contract Vendor employee acceptance and reserves the right to decline any Contract Vendor's employee with an offense on their record.

All entities must comply with the Minn. Stat.Ch. 364 on Rehabilitation of Criminal Offenders.

Before a Contract Vendor's employee is allowed onsite to work, the Contract Vendor must certify to the State that the Contract Vendor has a printed copy of the required background check on file and will keep it and other information on file and available for a minimum of six years for audit by the State. If requested, the results of the background checks shall be provided to the State by the Contract Vendor.

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 and time 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:

1. 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 and time 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). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time)]. **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 Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in bids or proposals becomes public upon completion of the evaluation process for proposals and negotiations are complete, or upon completion of the selection process for bids. However, "trade secret information" as defined in Minn. Stat. §13.37, subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in bids and proposals is not trade secret information, the following form is needed to assist the state in making appropriate determinations about the release of data provided in a bid or proposal.

All responders must select one of the following boxes:

- ☐ My bid/proposal **does not** contain "trade secret information." I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. §13.591.
- ☐ My bid/proposal **does** contain trade secret information because it contains data that:
 1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
 2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
 3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my bid/proposal contain trade secret information. I have completed the following:

- ☐ I have clearly marked and placed any data I claim to be "trade secret information" in a separate envelope **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

By submitting this bid/proposal, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the state's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the state in defending such an action.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION
AFFIDAVIT OF NONCOLLUSION**

I hereby 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 response 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 vendor designed to limit fair or open competition;
3. That the contents of the RFP response 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 responses; and
4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Firm Name: _____

Subscribed and sworn to me this ____ day of _____

Notary Public

My commission expires _____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

SERVICE AND DELIVERY

Service and delivery are important requirements for all State Contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Materials Management Division, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME:	_____	TITLE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:	_____	TITLE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

ORDER ADDRESS:

STREET/PO BOX:	_____		
CITY/STATE:	_____	ZIPCODE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

REMIT-TO ADDRESS:

STREET/PO BOX:	_____		
CITY/STATE:	_____	ZIPCODE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

CONTRACT SAVINGS AND USAGE REPORTS

SAVINGS REPORT.

Responders are required to calculate the percentage savings the State will realize as a result of the Contract and include the amount of the percentage savings in the response.

Contract Prices Average: _____ % Less than the price quoted to the general public (for reporting purposes only).

USAGE REPORT, FREQUENCY (after Contract award).

Unless specified otherwise in the Special Terms and Conditions, the report on Contract usage must consist of the total dollars expended and total base units, broken down by:

- State agencies
- CPV members

Failure to provide these reports may result in Contract cancellation. The following reporting frequency is required, at a minimum:

- Quarterly, or as requested
- Final report after the end of the Contract

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

ENVIRONMENTAL REPORTS

ENVIRONMENTAL PREFERENCE. Not Applicable.

ENVIRONMENTAL PRODUCTS AND SERVICES

Environmental Characteristics for Reporting Purposes. The State desires to purchase environmentally responsible goods and services where practicable. To identify these products and report the purchasing results, the State must know the environmentally responsible characteristics of the goods and services offered. Using the list of environmental codes below, specify which line items have environmentally responsible characteristics and enter the appropriate environmental code. The environmental codes* are:

EE = Energy Efficient	EM = Remanufactured
LT = Less Toxic	RE = Repair
PB = Plant-based	US = Used
RB = Rebuilt	WC = Water Conserving
RC = Recycled Content	MU = Multiple Codes Specify: _____
(post-consumer: _____ %)	TO = Other Specify: _____
RK = Reduced Packaging	NO = None

Enter the appropriate environmental code for each item offered, either after the description of the item, or after the price.

If all goods and services offered are the same environmental code, enter it here: _____

If none of the items being offered have environmental characteristics, please check and initial here:

☐ _____.

*See the next page for definitions of the environmental codes to assist in coding products by the line item.

Mercury: As per Minnesota Statutes, the State cannot buy mercury in thermometers and certain other products. Please certify below if your product does or does not contain mercury. The actual product specification will stipulate if mercury is prohibited.

Does your product contain mercury? ☐ Yes ☐ No

If yes, list the components that contain mercury: _____

Environmental Codes Definitions

EE (Energy Efficient) - A product that uses less energy (either electricity or fossil fuel) to accomplish its task relative to a comparable product or to an earlier version of the same product by the same manufacturer.

LT (Less Toxic) - A product containing a smaller amount of toxic substances relative to a comparable product or a product reformulated to be less toxic.

PB (Plant-Based) - A product derived from renewable resources, including fiber crops (such as kenaf); chemical extracts from oilseeds, nuts, fruits and vegetables (such as corn and soybeans); agricultural residues (such as wheat straw and corn stover); and wood wastes generated from processing and manufacturing operations. These products stand in contrast to those made from fossil fuels (such as petroleum) and other less renewable resources (such as virgin timber).

RB (Rebuilt) - A product refurbished to a level less than a total remanufacture. The warranty is by the rebuilder, and may be different from the same product when new or remanufactured. Also called reconditioned or refurbished.

RC (Recycled Content) - A product containing materials that have been recovered or diverted from the solid waste stream after consumer use (post-consumer).

RK (Reduced Packaging) - A product presented for use with less packaging or alternative methods of packaging or shipping.

EM (Remanufactured) - A product restored to its original condition by extensive rebuilding, usually given an equal or better warranty than a new product.

RE (Repair) - A product that has had a defect corrected and can again serve its original function. Repairing is a less comprehensive process than either remanufacturing or rebuilding.

US (Used) - A product used or owned before without further manufacture.

WC (Water Conserving) - A product that requires less water to operate or to manufacture than a comparable product, or a different version of the same product from the same manufacturer.

MU (Multiple Codes) - A product that has several significant environmentally responsible characteristics, and could be classified under more than one code, but not one code is predominant.

TO (Other) - A product having environmentally responsible characteristics that does not fit into any of the categories listed above.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

TAXPAYER IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: _____

Address: _____

Federal Employer ID Number or Social Security: _____

Minnesota State Tax ID Number: _____

Minnesota Vendor Registration Number: _____

If you are not registered as a vendor to the State, you may register online at
www.mmd.admin.state.mn.us/mn02000.htm.
(Note: If approved, you will receive your vendor number three business days
after you register.)

Are you a sole proprietorship? ☐ Yes ☐ No

Are you an independent contractor? ☐ Yes ☐ No

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

(01/08)

VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 1/2 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses are certified small businesses of which the principal place of business is in Minnesota and that are majority-owned and operated by either (check the box that applies and attach the certification documents with your response):

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

Required Documentation:

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

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

Required Documentation:

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

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

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

Provide this form and the documentation above with your response. If you don't check a box above, or you don't provide the requested documentation, or you do not return this form, you will not be considered for this preference.

EQUIPMENT INSURANCE REQUIREMENTS

The Contractor/Contract Vendor (Contract Vendor), and/or their authorized distributor, dealer, reseller, subcontractor (Subcontractor), shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the Contract Vendor, their Subcontractor, or by anyone directly or indirectly employed under this Contract. The State will determine whether the Contract Vendor or the Contract Vendor's Subcontractor insurance will be filed with the State.

The Contract Vendor, or their Subcontractor, shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contract Vendor, or their Subcontractor, under this Contract can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the Contract.

REQUIREMENTS FOR THE CONTRACT VENDOR OR THEIR SUBCONTRACTOR:

The Contract Vendor's policy(ies), or their Subcontractor's policy(ies), shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of this Contract.

An Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's policy limits, or their Subcontractor's policy limits, to satisfy the full policy limits required by the Contract.

The Contract Vendor's policy(ies), or their Subcontractor's policy(ies), shall contain a provision that coverage afforded under the policy(ies) will not be cancelled or non-renewed without at least thirty (30) days advance written notice to the State of Minnesota.

The Contract Vendor, or their Subcontractor, is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor, or their Subcontractor, is self-insured, a Certificate of Self-Insurance must be attached.

The Insurance Companies used must have an "AM Best" rating of A- (minus), Financial Size Category (FSC) VII or better, and be authorized to do business in the state of Minnesota.

NOTICE TO THE CONTRACT VENDOR OR THEIR SUBCONTRACTOR:

The failure of the State of Minnesota to obtain Certificate of Insurance, for the policies required under this Contract or renewals thereof or failure of the insurance company to notify the State of the cancellation or non-renewal of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor, or their Subcontractor, to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contract Vendor, or their Subcontractor, is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor or their Subcontractor. All insurance policies must be open to inspection by the state, and copies of policies must be submitted to state's authorized agent upon written request.

NOTICE TO INSURER:

The Contract Vendor's insurance company, or their Subcontractor's insurance company, waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

POLICY REQUIREMENTS:

1. **Workers' Compensation Insurance:**

- A. Statutory Compensation Coverage. If MN Statute 176.041 exempts the Contract Vendor, or their Subcontractor, from Workers' Compensation insurance or if the Contract Vendor, or their Subcontractor, has no employees in the State of Minnesota, the Contract Vendor, or their Subcontractor, must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excluded the Contract Vendor, or their Subcontractor, from MN Workers' Compensation requirements.

If during the course of the Contract the Contract Vendor, or their Subcontractor, becomes eligible for Workers' Compensation, the Contract Vendor, or their Subcontractor, must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

- B. Coverage B – Employer's Liability with limits of not less than:
\$100,000 Bodily Injury by Disease per Employee
\$500,000 Bodily Injury by Disease Aggregate
\$100,000 Bodily Injury by Accident

Evidence of Subcontractor insurance shall be filed with the Contract Vendor or as directed by the State.

2. **Automobile Liability or Garage Liability Insurance:**

The Contract Vendor, or their Subcontractor, shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned and hired automobiles.

Auto Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

- A. Minimum Limits of Liability:
\$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

- B. Coverages:
☒ Owned Automobile
☒ Non-owned Automobile
☒ Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contract Vendor or as directed by the State.

3. **General Liability or Garage Liability Insurance:**

The Contract Vendor, or their Subcontractor, shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract.

General Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence

\$2,000,000 - Annual Aggregate

\$2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

☒ Premises and Operations Bodily Injury and Property Damage

☒ Personal & Advertising Injury

☒ Blanket Contractual

☒ Products and Completed Operations

☒ **State of Minnesota named as an Additional Insured**

4. **Garagekeepers Liability or Property of Others Insurance or equivalent:**

The Contract Vendor, or their Subcontractor, shall maintain insurance to cover loss or damage to Owners autos or equipment in the care, custody, and control of Contract Vendor, or their Subcontractor, if ANY warranty or service work is performed by the Contract Vendor, or their Subcontractor.

Garagekeepers Liability insurance or equivalent is required for Contract Vendors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

Property of Others insurance or equivalent is required for Contract Vendors, or their Subcontractor, performing warranty or service work on mobile equipment.

STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

LOCATION OF SERVICE DISCLOSURE

- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will entail work that is ENTIRELY performed within another state or states within the United States.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed in part within Minnesota and in part within another state or states within the United States.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, DO involve work outside the United States. Below (or attached) is a description of:

- (1) the identity of the company and its location (identify if subcontractor) performing services outside the United States;

- (2) the location where services under the Contract will be performed;

- (3) and the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

- ☐ Attachment enclosed at (state where): _____

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the Contract without prior, written approval from the State of Minnesota.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____

REQUEST FOR PROPOSAL

VENDOR RESPONSE FORM

Responders must return this form along with their response.

COMPANY NAME: _____
ADDRESS: _____

PHONE: _____
FAX: _____
E-MAIL: _____

NAME OF PRIMARY CONTACT: _____
PHONE: _____
FAX: _____
E-MAIL: _____

LIST OF AUTHORIZED EQUIPMENT DISTRIBUTORS, DEALERS, OR REPRESENTATIVES: _____

(Attach additional sheet if needed)

LOCATION OF PARTS AND SERVICE FACILITIES IN MINNESOTA: _____

(Attach additional sheet if needed)

Page 32

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

PREFACE STATEMENT. THE INFORMATION CONTAINED BELOW DESCRIBES THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS APPLICABLE TO THE RFP AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

- 1. ESTIMATED AMOUNT.** The estimated total dollar value of the Contract for one year is \$8,000,000.00. However, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFP are estimated quantities only and impose no obligation upon the State either minimum or maximum.
- 2. PURPOSE AND BACKGROUND.** The purpose of this Request for Proposal (RFP) is to establish a source for each approved brand name and model Single and Tandem Axle Cab and Chassis (2010 Emission Engine) manufactured for purchase by State agencies and Cooperative Purchasing Venture (CPV) members, on as needed basis. Prices for single and tandem axle cab and chassis, as well as options, will be established for units meeting the specifications as outlined. State Agencies must use the Contract unless there is an exemption granted by the Acquisition Management Specialist (AMS).
- 3. REQUIRED CAPABILITIES.** In order to be considered for award of any Contract resulting from this RFP, the responder must be an "authorized dealer" franchise for the manufacture of the vehicles which the responder proposes to supply, and must be able to supply, the estimated quantities in the stated lead time. The Contract Vendor must meet all terms and conditions of the RFP, including the insurance requirements.
- 4. EVALUATION PROCESS**

REVIEW PHASES.

The State shall conduct a comprehensive evaluation of responses to this RFP. Each section of this RFP will be evaluated separately. The evaluations will be conducted in four phases:

- Phase I** - Review and select responsive, compliant responses
- Phase II** - Evaluate responses
- Phase III** - Negotiate contract with finalist(s)
- Phase IV** - Execute Contract(s)

During the evaluation process, all information concerning the responses submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, the State may request a responder to provide explicit written clarification to any part of its response.

Non-selection of any response will mean that either another response was determined to be more advantageous to the State or that the State exercised its right to reject all responses. At its discretion, the State may perform an appropriate cost and pricing analysis of a vendor's response, including an audit of the reasonableness of any response.

If a Contract is awarded, the award will be made to that financially responsible and technically responsive vendor whose response conforms to all conditions and requirements of the RFP, and which is most advantageous to the State, with price and other factors considered.

Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Statutes §13.591. The completion of the evaluation process is defined as the State having completed negotiating the Contract with the selected vendor. If no award is made the responses are not made public. The State will notify all responders in writing of the evaluation results.

Phase I - Review and Select Responsive, Compliant Responses

The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the RFP. A pass/fail criteria will be used. A response must comply with all instructions listed in this RFP. The State reserves the right to reject any and all responses, to modify these RFP specifications, or to waive any informality in the RFP. Any response found to be non-responsive will be eliminated from further evaluation.

Phase II - Evaluate Responses

Only those responses found to be responsive under Phase I will be considered in Phase II. The State may request clarification from one or more responders. The responses must be made in writing as the State will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation. However, the State reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

The State reserves the right to request oral presentations or written responses to questions, and/or Best & Final offers by the responders and the opportunity to interview key personnel during Phase II and/or III. The State reserves the right to select the number of responders for the Best & Final offer, oral presentations or written responses to questions, and/or to enter into negotiations. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final offer, and/or negotiations.

Responses will be rated as follows:

<u>Criteria</u>	<u>Possible Points</u>
Acceptance of Terms and Conditions	PASS / FAIL
Price Schedule	100

Phase III - Select Finalist

Only those responses that are found to be responsive under Phases I and II will be considered in Phase III.

Except at the invitation of the evaluation chairperson and with the approval of the AMS, no activity or comments from responders regarding this RFP shall be discussed with any of the evaluation committee persons during the evaluation of the responses. A responder who contacts an evaluation committee member may, as a result, have its response rejected.

The final award decision will be made by the commissioner of Administration or designate. The commissioner may accept or reject the recommendation of the evaluation team.

Phase IV – Sign contract with Awarded Vendor.

ADMINISTRATION. The Department of Administration will facilitate the evaluation of all submitted responses.

- 5. CONTRACT AWARD.** The award will be made to the lowest responsible responder, who is awarded the highest number of points as outlined in the evaluation criteria, by equipment manufacturer make and model, and if it is in the best interest of the State to contract. Only makes and models listed on the State's Approved List will be considered in the evaluation and may be awarded under the Contract. The State of Minnesota will issue the Approved Make and Model List via addendum. Make and models not included on State's approved list will not be considered. Single and tandem vehicles of the same model will be awarded to one responder even though responders are required to fill out separate pricing pages. The State reserves the right to reject responses that do not offer a complete line of options for the cab and chassis.

Quantity discounts are not allowed and thus will not be a factor in the award.

Delivery charge will not be used as a factor in award.

Discounts offered for less than 30 days payment will not be considered in making an award.

The State reserves the right to issue multiple awards, to reject all or part of an offer, to reissue the solicitation or to cancel the project in its entirety.

6. **CONTRACT TERM.** The initial term of the Contract will be from the date of Contract execution to January 31, 2011. The State reserves the right to extend any Contract up to 24 months at the same prices, terms and conditions if mutually agreed by the Contract Vendor and the State of Minnesota.
7. **CONTRACT EXTENSIONS.** After the “initial” term of the Contract, the State may choose to extend the Contract for up to 24 months with one or more of the Contract Vendors, providing the prices, terms and conditions are mutually agreed, and that a Contract extension is in the best interest of the State. The State also reserves the right to re-issue all or part of the equipment line, if it is in the State’s best interest to do so.

A Contract extension will not be automatically executed. Any Contract extension will not exceed a 12 month term and will be reviewed at the end of each Contract term to determine if an additional extension with a Contract Vendor is in the best interest of the State. The Contract Vendor’s overall performance, the sales activity to State agencies or CPV members and any proposed Contract price adjustments will be carefully reviewed before any extension is executed.

Responders should carefully review, consider and understand the language of the term of the Contract and have a complete understanding that it is the State’s intention to issue a Contract for the terms as outlined.

All decisions of the State for Contract extensions are final.

8. **CONTRACT PRICES.** Any Contracts issued as a result of the solicitation will be fixed price contracts. For each item offered, a fixed total dollar amount must be stated.

The responder’s signature certifies that equipment offered will conform to specifications indicated and will be equipped with optional equipment as specified, exceptions must be noted in the cover letter. It is agreed that any unit delivered which fails to meet specifications will be replaced or brought up to specifications at no additional expense to the State and that all vehicles and equipment offered comply with State and federal requirements in effect at the date of manufacture.

Responders will be required to prepare separate pricing pages for each of the approved models. Single and tandem axle chassis of the same model must have separate pricing pages.

All vehicles sold will be new equipment of the latest production model and must include OEM equipment and options. Contract pricing is to include winterization, pre-delivery, make-ready, installation and the standard manufacture warranty. All vehicles are to be delivered in operating work ready condition, which includes any option content ordered. The State will not pay any additional charges other than those specifically included on the pricing pages.

Any items NOT on Contract may not be represented to State agencies or CPV members as Contract items. Items that do not carry a firm fixed price will NOT be included on the Contract.

No price adjustments will be accepted during the term of the Contract. If significant industry wide changes in commodity prices occur, and if deemed in the best interest of the State, the State reserves the right to cancel the Contract and reissue the Solicitation.

If a large volume one-time purchase situation arises or additional advertised price discounts become available, the State reserves the right to issue an additional solicitation, separate and aside from this RFP. The State may use whatever solicitation procedure that is most advantageous to the State. The State also reserves the right to issue another solicitation if new makes and models become available that would be of interest and benefit to the State or CPV members.

Under the umbrella of this Contract, Contract Vendors may not offer discounts on quantity purchases, reduced prices based on damaged equipment, or lower prices contingent upon a potential equipment trade-in or any other ordering incentive. This includes, but is not limited to, offering optional items that are on the Price Schedule at "no charge" to secure the order.

Customers wishing to pursue additional price discounts or items that are not listed on the Contract must issue a separate solicitation according to their entities' purchasing procedures.

A Vendor Performance Report will be filed against any Contract Vendor who does not follow the terms of the Contract and may, but not limited to, have its Contract cancelled or may be suspended and/or debarred from doing business with the State.

9. **PRICING OFFERED IN RESPONSE.** Prices listed in your response to this solicitation must take into consideration all inherent costs of providing the requested goods and/or services. The responder agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations. The State will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.
10. **SALES OR EXCISE TAX.** Prices offered in the response should not include any State or excise sales tax. The Contract Vendor will confirm tax payment with the purchaser at the time an order is placed.
11. **DELIVERY REQUIREMENTS.** All deliveries are to be FOB Destination. If requested on the Price Schedule, the responder must state the delivery charge per loaded mile and the delivery starting point. Mileage distance will be the distance from the delivery starting point to the purchaser's delivery point only. Mileage distances will be determined from "<http://maps.yahoo.com/>." The ordering agency may use the Contract Vendor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses. The delivery charge may or may not be used as a factor in the award. No delivery can be made on Saturday or Sunday or after 4:00 p.m. on weekdays without prior approval by the agency to which the vehicle is to be delivered.

A Factory Invoice is required for each vehicle when delivered.

Invoices may be issued from the day the vehicle is delivered and accepted by the purchaser.

12. **BILLING REQUIREMENTS.** The Contract Vendor must submit separate detailed invoices (one original and two copies) for each purchase order to the "bill-to" address as shown on the purchase order.

If requested, the Contract Vendor must submit one copy of the original purchase order issued from the State agency or CPV member and one copy of the final invoice for each transaction against the Contract to the AMS. The invoice must be itemized per the detail in the Manufacturer's Vendor Price Schedule that is submitted with the RFP. The State intends that the final invoice is generated only after the equipment has been delivered, inspected, approved and accepted.

13. **INTEREST RATE ON UNPAID BALANCE.** Per Minn. Stat. § 16a, Subdivision 5, Paragraph A: A State agency shall pay interest to a vendor for undisputed billings when the agency has not paid within 30 days following receipt of the invoice, merchandise, or service, whichever is later. A negotiated contract or agreement between a vendor and a State agency which requires an audit by the State agency prior to acceptance and payment of the vendor's invoice shall not be considered past due until 30 days after the completion of the audit by State agency for such interest.

Per Minn. Stat. § 16a, Subdivision 5, Paragraph B: The rate of interest paid by the agency on undisputed bills not paid within 30 days shall be 1-1/2 percent per month or any part thereof.

For the purposes of this solicitation, this provision applies to both State agencies and Cooperative Purchasing Venture (CPV) members.

Based on the State law stated above, responders should not calculate additional interest into the price offered for the equipment to cover expense on unpaid balances.

14. **USAGE REPORTS.** In order to determine if Contract extension will occur, the Contract Vendor will be required to furnish the Acquisition Management Specialist a usage report, by customer that includes, but is not limited to, the following information:

- Customer name (State agency or CPV member name)
- Purchase order number
- Make and model number ordered
- Quantity
- Date order was received
- Date order was delivered
- Invoice number
- Unit price
- Delivery price

The actual form for reporting will be sent in Excel® to the Contract Vendor, via e-mail, by the Acquisition Management Specialist and will include the reporting schedule.

Failure to provide these reports may result in the Contract Vendor to be considered in default and may result in either Contract cancellation or denial of a Contract extension.

15. **EQUIPMENT LITERATURE.** Upon request by a State agency or CPV member, the Contract Vendor shall provide literature, specifications, and warranty information at no cost for the equipment contracted.

16. **EQUIPMENT SPECIFICATIONS. DO NOT OFFER EQUIPMENT THAT DOES NOT MEET THE SPECIFICATIONS OUTLINED.** All equipment offered in response to the Request for Bid must meet the specifications as outlined in the technical section of the RFP. The responder's signature certifies that any offer submitted to participate in the State's solicitation process is for equipment that will meet the specifications as outlined and that any equipment proposed and delivered, as a result of an offer, will conform to the manufacturer's specifications and will be equipped with OEM optional equipment, if requested and specified by the purchaser. Any exceptions MUST be listed in the cover letter response to this RFP.

It is agreed that any equipment delivered that fails to meet the specifications will be replaced or brought up to specification at no additional expense to the purchaser and that all equipment quoted will comply with the State and federal regulations in effect at the date of manufacture. Any deviation from specifications must be clearly indicated by the responder in the Cover Letter, otherwise the offer will be considered in strict compliance.

17. **EQUIPMENT WARRANTY.** The Contract Vendor's pricing shall include the standard manufacturer's warranty for the base unit and all option content. The Contract Vendor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery charges that are a result of equipment failure(s) during the warranty period. This shall be performed immediately without any delay. This warranty shall commence when the unit is put into service.

18. **OPTIONAL EQUIPMENT.** The State intends that any optional equipment and packages that are available from the manufacturer for the type of equipment outlined in the RFP be included with the response.

When brand names and manufacturer's numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No Substitute." Responses for alternates will be considered on other makes, models or brands (option content only) having comparable quality, style, workmanship and performance characteristics. Alternate responses offering lower quality will not be considered. The State will be the sole judge of quality and may reject alternate responses. Decisions of the State are final.

Optional equipment should be offered at the lowest price available to the State.

If there are similar items covered by other State Contracts, the State agency may choose which Contract to purchase from.

Any requests for optional items that were not offered with the response and contracted by the State may not be sold against the Contract. If additional equipment is requested that is not covered by the Contract, the purchaser must follow the purchasing procedures for their agency and issue a separate purchaser order.

The State of MN reserves the right to negotiate and add option items to the Contract throughout the life of the Contract. This applies to option content only. Additional make and models will not be added. Any modifications to the Contract will be executed through a duly executed amendment to the Contract.

- 19. PRE-BUILD MEETING.** If requested in the Price Schedule, State agencies and CPV Members that anticipate ordering five or more units on one purchase order may request a pre-build meeting. Responders should provide a cost for a pre-build specifications meeting. A price shall be provided on the Price Schedule for having the manufacturer's representative meet within the State of Minnesota at a location agreed to by the purchaser and the Contract Vendor.
- 20. PILOT INSPECTION MEETING.** If requested in the Price Schedule, the responder must provide a price per person for all expenses incurred to participate in a pilot inspection of the equipment. The pilot inspection shall occur at the assembly plant or, if it is at a different location, sufficient factory personnel must be present to accomplish an effective pilot inspection. The responder must provide a price per person for a State employee(s) to attend that will cover all allowable expenses as dictated by the State employee's labor agreement. This includes, but is not limited to, air fare, transportation, lodging and meals. The Contract Vendor must ensure the compliance of all laws including, but not limited to Minn. Stat. § 434.38, (Code of Ethics for Employees in Executive Branch) and Minn. Stat. § 151.43 (Penalty for Acceptance of Advantage by State Employees).
- 21. TRADE-IN EQUIPMENT.** If requested by the purchaser, the Contract Vendor will allow equipment to be used as trade-in against new equipment purchases. This will be allowed on a case by case basis, and the purchaser has the right to refuse any offer made by the Contract Vendor. In all cases, State agencies must obtain approval from the Department of Administration and must follow the requirements for liquidation of surplus goods. CPV members are solely responsible for compliance with their local government's requirements for liquidation of surplus goods.

Trade-in will occur when the new cab and chassis is completed, delivered and accepted unless otherwise agreed by the Contract Vendor and the purchaser. The time of the transfer of the vehicle will be mutually arranged between the purchaser and the Contract Vendor. The purchaser assumes all costs associated with the transfer of the trade-in equipment unless otherwise agreed by the Contract Vendor and the purchaser. Title of the trade-in equipment shall be provided to the Contract Vendor by the purchaser in accordance with Minn. Stat. § 168A.11. All equipment will be traded "as is, where is," with no guarantee expressed or implied.

If a trade-in is agreed to by the Contract Vendor and the purchaser, the Contract Vendor may charge interest on the unpaid balance of the new vehicle purchased, delivered and accepted, prior to the delivery of the trade-in vehicle. Responders should provide on the price sheet a percent (%) per month interest rate, on an annualized basis, calculated on a simple interest basis that would be charged to the purchaser for unpaid balances due to the trade-in being delivered after receipt of the new vehicle.

- 22. INSPECTION.** The Contract Vendor must notify the receiving agency at least 72 hours before delivery to allow for inspection and compliance. This inspection will be made to check workmanship, specifications and compliance with manufacturer's make-ready procedures and will not preclude or replace final inspection and approval of the using agency. A copy of the factory make-up sheet and a copy of the make-ready service check list, signed by the service manager, must be available for review when vehicles are ready for inspection. This service list must accompany the delivery slip when the unit is delivered.
- 23. PRE-DELIVERY AND SERVICE FOR ALL VEHICLES.** Prior to the delivery, the vehicle must be completely serviced by the Contract Vendor (dealer), or must be certified by the Contract Vendor (dealer) that service has been performed, in accordance with the manufacturer's standard new vehicle "make-ready" recommendations. Crankcase, differential and transmission must be filled to capacity as recommended by the manufacturer. The vehicle must contain at least one-quarter tank of fuel when delivered. Each vehicle must contain a pre-delivery check sheet showing which operations have been performed on the vehicle by the Contract Vendor.

A sub-contracted pre-delivery inspection will only be allowed in instances where the vehicle is being drop-shipped directly to a vehicle outfitter. The pre-delivery inspection must be certified by the Contract Vendor and must be mutually agreed to by both parties. Unless an exception is granted by the purchaser, the pre-delivery inspection may only be completed by personnel authorized by the manufacturer (OEM).

All make-ready work must be accomplished by the Contract Vendor. Any work found incomplete, not covered by warranty, will be done in the field and the cost billed back to the Contract Vendor.

Manufacturer's Statement of Origin (MSO) must be delivered with the vehicle. The agency shown must be the same as the bill-to address on the purchase order for licensing and recall notices.

24. **PURCHASE ORDERS.** All purchase orders issued by State agencies against the Contract will be made on a State of Minnesota purchase order form, showing the "ship-to," and "bill-to" addresses.
25. **BILLING.** The Contract Vendor shall submit separate invoices (one original and two copies) for each purchase order to the "bill-to" address as shown on the purchase order. The Contract Vendor is also to include manufacturer's statement of origin so the agency can properly license the vehicle. The Contract Vendor is to separate the cost of freight if applicable on the invoice.
26. **VEHICLE LICENSING.** The Contract Vendor (dealer) is responsible for licensing and transfer of title to the purchaser. As stated in Minn. Stat. § 168.092, Subd. 1 and 2: The motor vehicle registrar may issue a permit to a person purchasing a new or used motor vehicle in this State for the purpose of allowing the purchaser a reasonable time to register the vehicle and pay fees and taxes due on the transfer. The permit is valid for a period of 21 days. The permit must be in a form as the registrar may determine and, whenever practicable must be posted upon the left side of the inside rear window of the vehicle. Each permit is valid only for the vehicle for which issued. The registrar may issue a quantity of permits to licensed dealers. When issuing a permit, the dealer shall complete the permit in the manner prescribed by the department. One copy of the permit shall be retained in sequential order in the dealer's files. If the purchaser desires to have the Contract Vendor process the required paperwork for licensing and title transfer, the Contract Vendor may not charge any documentation fee.
27. **ORDER CUTOFF DATES.** The Contract Vendor must notify the State of the manufacturer's cut-off dates on equipment under Contract within five (5) business days after receipt of notice from of the manufacturer. Notification may be sent via FAX or e-mail to the AMS listed in the RFP. Failure to notify the State may result in disqualification from future State Contracts.
28. **NAME PLATES.** Dealer name plates, decals, etc., denoting the selling dealer are not to be affixed in any manner to any new model vehicle delivered.
29. **ADVERTISING.** The use of television, radio or newspaper for advertising purposes resulting from a Contract Award is prohibited unless prior written approval has been received from the State of Minnesota, Materials Management Division.
30. **PUBLICITY.** The Contract Vendor must not make any representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Contract without the prior written consent of the State. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs and similar public notices.
31. **QUOTES.** Quotes may be requested based on the State Contract pricing. Contract Vendors' should issue quotes by utilizing the State's pricing pages as provided in the RFP. If requested by the State, the Contract Vendor MUST furnish any quote issued on the pricing pages provide by State.
32. **ORDER CONFIRMATION.** The Contract Vendor must provide written confirmation to the purchaser within 72 hours after receipt of order and must include the estimated delivery date of equipment. It is the Contract Vendor's responsibility to keep the purchaser informed of the status of the purchase order.

INFORMATION REQUIRED FOR RESPONSE RFP.

1. TWO COPIES REQUIRED. ONE "ORIGINAL" AND ONE "COPY" OF THE RESPONSE MUST INCLUDE THE INFORMATION LISTED BELOW IN THE ORDER DETAILED. MARK THE ORIGINAL RESPONSE "ORIGINAL" AND MARK THE COPY ACCORDINGLY.

1. Signature page, all required forms, including any required addenda, with an original signature from a company officer who is authorized to enter into a Contract.
2. A COVER LETTER detailing ALL manufacturers' make and models being offered. Any deviation or exceptions from the specifications MUST be included in the COVER LETTER, otherwise it will be considered that the response is in strict compliance and the responder will be held responsible for providing the equipment as specified.
3. If offering extended warranty, a copy of all terms and conditions pertaining to the agreement must be submitted with the offer to the solicitation. Copies of manufacture standard warranties are NOT being requested at this time.
4. A completed **PRINTED** Price Schedule for each make and model being offered.

2. THE RESPONDER MUST INCLUDE TWO ELECTRONIC COPIES OF THE PRICE SCHEDULE. The electronic media (CD or USB Flash Drive) is to be physically labeled with the name of the responder. Price schedules MUST be submitted in Excel (as provided by the State). Failure to use the price schedules provided by the State may be cause for rejection of the entire proposal. DO NOT submit price schedules in PDF format.

ELECTRONIC PRICE SCHEDULES

Responders must download and use the Excel spreadsheet included with the solicitation.

Information must be entered into the electronic Price Schedule provided and must be returned with the response on either a CD or a USB Flash Drive.

The file path is:

[http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13580T-647\(5\)SingleAxelCab&Chassis.xls](http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13580T-647(5)SingleAxelCab&Chassis.xls)

[http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13580T-647\(5\)TandemAxelCab&Chassis.xls](http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13580T-647(5)TandemAxelCab&Chassis.xls)

NOTE: There are three tabs included with each Price Schedule titled:

Instructions
Vendor and Base Unit Information
Pricing for Base Unit and Options

In order to download the Excel spreadsheet, enter the link's file path and name in your browser. When the spreadsheet file opens, use the "Save As..." feature to save the Excel spreadsheet to your computer hard drive or a disk.

The "Save As" feature does not work from the link - you need to type the file name within your browser and open the spreadsheet to be able to save the document to a disk. If you need assistance please contact our helpline at 651.296.2600.

RESPONDER INSTRUCTIONS:

- A. Responders will find items on pricing pages which the manufacturer does not offer such as front stabilizer bar, cab extensions, etc. If this is the case, leave these items blank. It is not required to price every item on pricing pages. If the manufacturer does offer these items, price them so your bid is as complete as possible.
- B. Responders may add option content items to the proposal that are known to be requested by government customers. Add these items at the end of each section of the pricing pages. Areas where items will not be allowed to be added are smaller front and rear axles/suspension, smaller engine sizes than base specification, hydraulic brakes and lighter single channel frames.
- C. Responders must make a pricing page for each approved model of cab and chassis they are offering. Base unit cab and chassis offered in Section 1.0 of Pricing Page must meet specifications and cannot be equipped with upgrades and options. Do not put two or more models on one pricing page. Do not put single and tandem cab and chassis on the same pricing page even if they are the same model. Make a separate pricing page for each one. Be complete, especially when offering options, if a Responder does not list an option it will not be considered for the Contract.
- D. Pricing pages have been provided. Responder must follow the format of pricing page including order of offering options so there is consistency for purchasers to compare cab and chassis and options when determining what they want to buy. This includes the base unit product information requested at the beginning of the pricing page. Deviating from the structure and order of pricing page is reason for rejecting a bid. State of Minnesota will convert the Responder's pricing page to a Contract pricing page for communication to State Agencies and Cooperative Purchasing Venture members.
- E. For optional items which end up being in lieu of standard items, such as, but not limited to, larger tires, air seats, etc., price shall be the difference paid to achieve the upgrade rather than full purchase price.
- F. When offering options, such as, but not limited to, trailer tow package, etc, price must include everything needed so unit is complete, installed and ready to use by the operator from the cab.
- G. If offering extended warranty a copy of all terms and conditions pertaining to the agreement must be submitted with the offer to the solicitation. The State reserves the right to reject or negotiate any terms as deemed in the State's best interest.
- H. Delivery costs are to be for loaded miles only. Responder must state starting location. Mileage distances will be determined from "<http://maps.yahoo.com/>."
- I. Responder should state company name, address, contact, phone number, fax number and toll free number (if available) at the beginning of each pricing page submitted for each model submitted.

STATE OF MINNESOTA

EQUIPMENT SPECIFICATION

SPECIFICATION: 330-1009

October 9, 2009

Page 1

1.0 SCOPE

SINGLE AXLE CAB & CHASSIS

This unit shall be a currently advertised production model as modified per specifications and approved by Mn/DOT furnished with all standard equipment advertised whether or not specifically called for here except where the item is replaced by optional over standard equipment or conflicting equipment is specified. The unit shall be complete with all equipment required and ready for immediate operation to function as listed below and the unit must meet applicable codes and standards.

2.0 CAB & CHASSIS REQUIREMENTS

FRAME

- 2.1 Frame shall be single channel only, 632,000 RBM minimum.
- 2.2 Responder shall offer heavier and longer frames in Section 2.0 of pricing pages if available, list single channel frames that are as heavy as available for snow plow application.
- 2.3 Rear of frame shall be open end, square.
- 2.4 Center line of rear axle to rear of frame shall be 30" minimum.
- 2.5 Frame shall include front bumper.
- 2.6 Base unit shall be 84" cab to axle, optional prices shall be provided for longer C.A. in pricing page, Section 2.0, or approved equal.

AXLE/SUSPENSION/BRAKES

- 2.7 Gross vehicle weight rating shall be determined by axle and suspension components as ordered by customer.
- 2.8 Front axle shall be 8,000 lb. capacity, minimum.
- 2.9 Front axle bearings shall be fluid lubricated, with synthetic lubrication.
- 2.10 Front suspension shall be 8,000 lb. Minimum.
- 2.11 Front axle shall have power steering.
- 2.12 Front suspension assist air bag systems must be O.E.M. systems only, offer them as an option in Section 3.0 of pricing page.
- 2.13 Front brakes shall be air, s-cam or air disc. Each optional front axle shall meet this specification also.
- 2.14 Rear axle shall be single, 16,500 lb capacity minimum, ratio as requested by customer, with synthetic lubrication. Vendor is to indicate top speed to customer when selecting rear end ratio. Tandem axle options must be offered as a separate model using tandem axle specification and pricing pages. Award will still be per model, combining tandem and singles of the same model.
- 2.15 Rear springs shall be 16,500 lb. capacity minimum.
- 2.16 Rear brakes shall be air s-cam or air disc. Each optional rear axle shall meet this specification also.

TIRES/RIMS HUBS

- 2.17 Front tires shall be deep tread rib type 22.5" 14 ply.
- 2.18 Front and rear hub to be 10 hole piloted ISO steel disc, 8 hole may be used if 10 hole is not an option.
- 2.19 Front and rear wheel rims shall be 22.5" tubeless type.
- 2.20 Rear tires shall be deep tread traction type 22.5" 14 ply.

BRAKE SYSTEM

- 2.21 Air compressor shall be liquid cooled not less than 13.2 CFM capacity.
- 2.22 Unit shall have a heated air dryer.

ENGINE/RELATED EQUIPMENT

- 2.23 Engine shall be electronic, diesel, with SAE gross horsepower not less than 195 and 520 pound foot torque, 2010 emissions only. Offer hybrid options in appropriate engine, transmission or electrical section.
- 2.24 Alternator shall be 100 amps minimum.
- 2.25 Batteries shall be 12 volt, 1850 CCA at 0 F, fully enclosed battery box, sealed battery connections.
- 2.26 Exhaust system shall be horizontal with horizontal muffler, if available.
- 2.27 Exhaust system options shall be offered in conjunction with engines, list exhaust options with engine options in Section 8.0 of pricing pages.
- 2.28 Unit shall have fuel tank, 40 gallon minimum.

TRANSMISSION

- 2.29 Transmission shall be manual, 6 speed, with 14" or better ceramic clutch minimum.

ELECTRICAL

- 2.30 Electrical protection shall be provided by fuses or equal.

CAB EXTERIOR

- 2.31 Cab shall be two or three person size, including crew cabs, extended cabs, and cab-over design.
- 2.32 Hood shall be fiberglass or equivalent.
- 2.33 Outside mirrors shall be western, dual, with auxiliary 7.44" or larger convex mirrors mounted offset, all stainless steel or rust free material including brackets.

CAB INTERIOR

- 2.34 Unit shall have power steering. Steering wheel adjustment capabilities shall be offered as options.
- 2.35 Unit shall have electronic cruise control.
- 2.36 Flooring shall be rubber or vinyl rather than carpet.

OTHER REQUIREMENTS

- 2.37 Manufacturer's standard base color acceptable, lead free paint, customer to indicate color at time of order.
- 2.38 Responder to ensure equipment meets all current Federal and Minnesota safety codes.
- 2.39 The Contract Vendor shall furnish a standard manufacturer's warranty. The Contract Vendor shall be responsible for the cost of any inspections, adjustments, parts and labor that are a result of equipment failure(s) during the warranty period. This shall be performed without any delay period. This warranty shall commence when the unit is put into service. The Contract Vendor shall state warranty the base unit. If requested by the purchaser or the State the Contract Vendor shall furnished the manufacture warranty for any option content listed on the Contract.

3.0 PRICING FOR OPTIONAL ITEMS

- 3.1 Firewall mounted Donaldson Single Stage Air Cleaner with door(s) capable of either 100% under hood or 100% outside air intake, air restriction gauge dash mounted or approved equal.
- 3.2 Coolant hoses (radiator, heater, engine by pass or draw down) which are silicone or EPDM Kevlar reinforced with Breeze constant torque clamps and or shrink band clamps on all coolant hoses.
- 3.3 Pricing for both right hand and left hand, vertical, frame mounted exhaust and DPF, if available.
- 3.4 Fender mirrors shall be 8" minimum, one on each side, convex, stainless steel, or rust free including bracket, customer to approve mounting.
- 3.5 Heated West Coast mirrors actuated by separate dash mounted switch.
- 3.6 Signal Stat 935 non-canceling (with brake overriding the flasher) turn signal switch.
- 3.7 Fuel tank shall be LH or RH mount not less than 75 gallon capacity, rectangular, aluminum, installed such that bottom of fuel tank assembly (including bracket) is no more than 8" lower than bottom of frame rail. Installation to be complete and meet ICC requirements. Customer to approve mounting.

- 3.8 Tilting hood which does not interfere with front mounted P.T.O. and plow equipment. Grill shall be fixed, full length, grill shall not tip forward when hood is opened.
- 3.9 Regarding the warranty statement (spec 2.39), price shall be provided for: "Contract Vendor shall be responsible for payment of any travel, pickup and/or delivery charges (towing) as a consequence of a warranty claim". State price for this on pricing page 14.1.
- 3.10 State agencies and CPV Members that anticipate ordering 10 or more units on one purchase order may request a pre-build meeting. Responders should provide a cost for a pre-build specifications meeting. A price shall be provided on the price sheets for having the manufacturer's representative meet within the State of Minnesota or CPV member at a location mutually agreed to by the purchaser and the Contract Vendor.
- 3.11 The Responder must provide a price per person for all expenses incurred to participate in a pilot inspection of the cab & chassis. The pilot inspection shall occur at the assembly plant or, if it is at a different location, sufficient factory personnel must be present to accomplish an effective pilot inspection. The responder must provide a price per person for a State employee(s) to attend that will cover all allowable expenses as dictated by the State employee's labor agreement. This includes, but is not limited to, air fare, transportation, lodging and meals. The Contract Vendor must ensure the compliance of all laws including, but not limited to Minn. Stat. § 434.38, (Code of Ethics for Employees in Executive Branch) and Minn. Stat. § 151.43 (Penalty for Acceptance of Advantage by State Employees).
- 3.12 Price shall include ICC tractor/trailer lighting system with socket mounted at rear of frame approved by Mn/DOT, socket to be standard Plus TCP77F or metal Berg Connector or equal (any substitute must be compatible with existing male connectors). Wiring shall include 12" extra loop of wire. Trailer tow package shall also include air brake package plumbed to rear of frame complete with glad hands and dust caps, which includes 12 in. extra loop.

1.0 SCOPE**TANDEM AXLE CAB & CHASSIS**

This unit shall be a currently advertised production model as modified per specifications and approved by Mn/DOT furnished with all standard equipment advertised whether or not specifically called for here except where the item is replaced by optional over standard equipment or conflicting equipment is specified. The unit shall be complete with all equipment required and ready for immediate operation to function as listed below and the unit must meet applicable codes and standards.

2.0 CAB & CHASSIS REQUIREMENTS**FRAME**

- 2.1 Frame shall be single channel 1,700,000 RBM minimum.
- 2.2 Responder shall offer heavier and longer frames in section 2.0 of pricing pages if available, list frames that are as heavy as available for snow plow application.
- 2.3 Rear of frame shall be open end, square.
- 2.4 Center line of rear axle to rear of frame shall be 65" minimum.
- 2.5 Frame shall include front bumper.
- 2.6 Base unit shall be 124"-126" cab to trunion, optional prices shall be provided for longer C.T. in pricing page, Section 2.0, or approved equal.

AXLE/SUSPENSION/BRAKES

- 2.7 Gross vehicle weight rating shall be determined by axle and suspension components as ordered by customer.
- 2.8 Front axle shall be 12,000 lb. capacity, minimum.
- 2.9 Front axle bearings shall be fluid lubricated, with synthetic lubrication.
- 2.10 Front suspension shall be 12,000 lb. minimum.
- 2.11 Front axle shall have power steering.
- 2.12 Front suspension assist air bag systems must be O.E.M. systems only, offer them as an option in section 3.0 of pricing pages.
- 2.13 Front brakes shall be air, s-cam or air disc. Each optional front axle shall meet this specification also.
- 2.14 Rear axle shall be tandem, 40,000 lb. capacity minimum, ratio as requested by customer, with synthetic lubrication. Vendor to indicate top speed to customer when selecting rear end ratio. Single axle options must be offered as a separate model using single axle specification and pricing pages. Award will still be per model, combining tandem and singles of the same model.
- 2.15 Rear springs shall be 40,000 lb capacity minimum.
- 2.16 Rear brakes shall be air s-cam or air disc. Each optional rear axle shall meet this specification also.

TIRES/RIMS HUBS

- 2.17 Front tires shall be deep tread rib type 11R, 22.5" 14 ply.
- 2.18 Front & rear hub to be 10 hole piloted ISO steel disc, 8 hole may be used if 10 hole is not an option.
- 2.19 Front and rear wheel rims shall be 8.25"x 22.5", 7300 lb minimum capacity, tubeless type.
- 2.20 Rear tires shall be deep tread traction type 11R, 22.5" 14 ply.

BRAKE SYSTEM

- 2.21 Air compressor shall be liquid cooled not less than 12.9 CFM capacity.
- 2.22 Unit shall have a heated air dryer.

ENGINE/RELATED EQUIPMENT

- 2.23 Engine shall be electronic, diesel, with SAE gross horsepower not less than 250 and 660 pound foot torque, 2010 emissions only. Offer hybrid options in appropriate engine, transmission or electrical section.
- 2.24 Alternator shall be 100 amps minimum.
- 2.25 Batteries shall be 12 volt, 1850 CCA at 0 F, fully enclosed battery box, sealed battery connections.
- 2.26 Exhaust system shall be horizontal with horizontal muffler, if available.

- 2.27 Exhaust system options shall be offered in conjunction with engines, list exhaust options with engine options in section 8.0 of pricing pages.
- 2.28 Unit shall have fuel tank, 40 gallon minimum.

TRANSMISSION

- 2.29 Transmission shall be manual, 9 speed with 14" or better ceramic clutch minimum.

ELECTRICAL

- 2.30 Electrical protection shall be provided by fuses or greater.

CAB EXTERIOR

- 2.31 Cab shall be two or three person size.
- 2.32 Hood shall be fiberglass or equivalent.
- 2.33 Outside mirrors shall be western, dual, with auxiliary 7.44" or larger convex mirrors mounted offset, all stainless steel or rust free material including brackets.

CAB INTERIOR

- 2.34 Unit shall have power steering. Steering wheel adjustment capabilities shall be offered as options.
- 2.35 Unit shall have electronic cruise control.
- 2.36 Flooring shall be rubber or vinyl rather than carpet.

OTHER REQUIREMENTS

- 2.37 Manufacturer's standard base color acceptable, lead free paint, customer to indicate color at time of order.
- 2.38 Responder to ensure equipment meets all current Federal and Minnesota safety codes.
- 2.39 The Contract Vendor shall furnish a standard manufacturer's warranty. The vendor shall be responsible for the cost of any inspections, adjustments, parts and labor, that are a result of equipment failure(s) during the warranty period. This shall be performed without any delay period. This warranty shall commence when the unit is put into service. The Contract Vendor shall state warranty for all items requested on the pricing page.

3.0 PRICING FOR OPTIONAL ITEMS

- 3.1 Firewall mounted Donaldson Single Stage Air Cleaner with door(s) capable of either 100% under hood or 100% outside air intake, air restriction gauge dash mounted or approved equal
- 3.2 Coolant hoses (radiator, heater, engine by pass or draw down) which are silicone or EPDM Kevlar reinforced with Breeze constant torque clamps and or shrink band clamps on all coolant hoses.
- 3.3 Pricing for both right hand and left hand, vertical, frame mounted exhaust and DPF, if available.
- 3.4 Fender mirrors shall be 8" minimum, one on each side, convex, stainless steel or rust free, including bracket, customer to approve mounting.
- 3.5 Heated West Coast mirrors actuated by separate dash mounted switch.
- 3.6 Signal Stat 935 non-canceling (with brake overriding the flasher) turn signal switch.
- 3.7 Fuel tank shall be LH or RH mount not less than 75 gallon capacity, rectangular, aluminum, installed such that bottom of fuel tank assembly (including bracket) is no more than 8" lower than bottom of frame rail. Installation to be complete and meet ICC requirements. Customer to approve mounting.
- 3.8 Tilting hood which does not interfere with front mounted P.T.O. and plow equipment. Grill shall be fixed, full length, grill shall not tip forward when hood is opened.
- 3.9 Regarding the warranty statement (spec 2.39), price shall be provided for. " Contract Vendor shall be responsible for payment of any travel, pickup and/or delivery charges (towing) as a consequence of a warranty claim". State price for this on pricing page 14.1.

- 3.10 State agencies and CPV Members that anticipate ordering 10 or more units on one purchase order may request a pre-build meeting. Responders should provide a cost for a pre-build specifications meeting. A price shall be provided on the price sheets for having the manufacturer's representative meet within the State of Minnesota at a location agreed to by the purchaser and the Contract Vendor.
- 3.11 The responder must provide a price per person for all expenses incurred to participate in a pilot inspection of the cab & chassis. The pilot inspection shall occur at the assembly plant or, if it is at a different location, sufficient factory personnel must be present to accomplish an effective pilot inspection. The responder must provide a price per person for a State employee(s) to attend that will cover all allowable expenses as dictated by the State employee's labor agreement. This includes, but is not limited to, air fare, transportation, lodging and meals. The Contract Vendor must ensure the compliance of all laws including, but not limited to Minn. Stat. § 434.38, (Code of Ethics for Employees in Executive Branch) and Minn. Stat. § 151.43 (Penalty for Acceptance of Advantage by State Employees).3.12
- 3.12 Price shall include ICC tractor/trailer lighting system with socket mounted at rear of frame approved by Mn/DOT, socket to be standard Plus TCP77F or metal Berg Connector or equal (any substitute must be compatible with existing male connectors). Wiring shall include 12" extra loop of wire. Trailer tow package shall also include air brake package plumbed to rear of frame complete with glad hands and dust caps, which includes 12 in. extra loop.