



## REQUEST FOR BID

### For a 28 to 35 Foot Single Axle Trailer Central Lakes College-Staples Campus

**PURCHASING AGENCY:** Central Lakes College

**RESPONSE TO THIS SOLICITATION IS DUE NO LATER THAN:** Offers will be accepted until 1:00 PM Central Time, on Tuesday June 13, 2023, and opened at that time.

**TO RECEIVE A PRINTED COPY OF THE SOLICITATION OR QUESTIONS, call:** Questions can be directed to John Maleski at Central Lakes College, 1830 Airport Road, Staples, MN 56479, 320-630-3806

**SHIP TO INFORMATION:**

Address bid to Central Lakes College, 1830 Airport Road, Staples, MN 56479. Submit bids in sealed envelopes with "Bid for Trailer" marked in the lower left hand corner of the envelope.

Submit proposals to:

Central Lakes College  
Attn: Debbie Sterriker  
1830 Airport Road  
Staples, MN 56479

**SOLITATION BID INFORMATION**

Central Lakes College is requesting bids for one 28 to 35 foot flatbed or semi van single axle trailer, must pass DOT inspection at the Staples Campus.

Central Lakes College reserves the right to accept or reject, in whole or part, any bid received, and to waive all technicalities.

Central Lakes College is an affirmative action/equal opportunity employer and educator. These materials are available in alternative formats to individuals with disabilities upon request. If you use a TTY, call the Minnesota Relay Service at 800-627-3529 and request contact to Central Lakes College.

# Terms & Conditions

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

1. **Workforce Certificate.** For all businesses with **40 or more employees** and a contract is estimated to be in **excess of \$100,000**, vendors are required to complete the Minnesota Department of Human Rights [Workforce Certificate Form](#) and submit your certification with the response (including extension options).
2. **Equal Pay Certification.** For all businesses with **40 or more employees** and a contract is estimated to be in **excess of \$500,000**, vendors are required to complete the Minnesota Department of Human Rights [Equal Pay Certificate Form](#) or claim exemption prior to contract execution. Submit your certification with the response (including extension options).

**ANTITRUST:** By signing this proposal/bid, the responder/bidder affirms, under penalty of perjury, that the pricing contained herein has been arrived at by the responder/bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the request for proposal/bid, designed to limit independent bidding or competition. In addition, the responder/bidder hereby assigns to procurer any and all claims for overcharges as to goods and materials purchased in connection with this project resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first-tier suppliers under the contract.

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

**BID AWARD:** Procurer can be called at 320-630-3806 to find out if a bid has been awarded. Bid tabulations will not be given over the telephone. Vendors should allow approximately (2) two weeks after bids are scheduled to open before calling on an award.

**BID RESULTS:** Vendors outside the (7) seven county metropolitan area can obtain bid tabulations by sending in a stamped, self-addressed envelope along with their bids. The bid tabulations will be sent to vendors approximately (2) two weeks after bids are awarded.

**DATA PRIVACY-GOVERNMENT DATA PRACTICES ACT:** To the extent that the vendor takes possession of, has access to the private, nonpublic protected nonpublic, or confidential data of procurer or the State, the vendor will agree to comply with the requirements of the Minnesota Government Data Practices Act (M.S. Chapter 13) in providing services under this agreement.

The vendor agrees to indemnify, save, and hold the State of Minnesota harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provisions of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of this agreement. In the event that the vendor subcontracts any or all of the work to be performed under this agreement, the vendor shall retain responsibility under the terms of this paragraph for such work.

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

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

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

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

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

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

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

**INTELLECTUAL PROPERTY INDEMNIFICATION:** The vendor warrants that any materials or projects provided or produced or utilized in the performance of this order will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the vendor and, the vendor at the vendor's expense, shall indemnify and defend the State

against any losses, cost, expense or liability (including attorney's fees) arising out of such a claim, whether or not such claim is successful against the State.

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

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

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

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

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

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

**NOTICE TO CONTRACTOR:** Minnesota contractors are required to provide their Minnesota Tax Identification Number (or Social Security Number) and/or Federal Employer I.D. Number. Non-Minnesota contractors are required to provide their Federal Employer I.D. Number (or Social Security Number ) only. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities.

**NOTICE TO VENDORS AND CONTRACTORS:** As a condition of this contract, contractor is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require contractor to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

If you are an independent contractor, Minn. Stat. §256.998 requires the state to report your name, address and social security number to the New Hire Reporting Center of the Minnesota Department of Human Services unless your contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

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

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

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

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

- a. Reject any and all proposals received in response to this RFP;
- b. Select, for order or for negotiation, a proposal other than the one with the lowest cost;
- c. Waiver or modify any informalities, irregularities, or inconsistencies in proposal received;
- d. Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at a time;
- e. Terminate negotiations and select the next most responsive vendor, prepare and release a new RFP, or take such other action as the proposer deems appropriate if negotiations fail to result in an agreement.

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

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

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

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

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

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