MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

REQUEST FOR PROPOSAL (RFP) FOR SNOW REMOVAL
September 2023

REQUEST FOR PROPOSAL (RFP)

For Snow Removal

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Notice

This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system, its Board of Trustees or Lake Superior College to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding Vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed.

Lake Superior College also reserves the right to waive minor informalities and reserves the right to:

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

Any decision to cancel or reject any and all proposals is in Minnesota State’s sole discretion. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the Vendors and Suppliers at Minnesota State page. Vendors should check the site daily for updates (e.g. amendments, responses to questions) and are expected to review information on the site carefully before submitting a final proposal. Such changes or updates above constitutes written notice to each Vendor.

Definitions

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

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

School: Lake Superior College

System Office: The central system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota 55101.
Vendor: The firm selected by Minnesota State as the successful responder(s) responsible to execute the terms of a contract.

Targeted Group Business (TGB): A business that is at least 51% owned and operated by a woman or person of color.

Minority-Owned Business Enterprise (MBE): Independent business which is at least 51% owned and operated by one or more minority group member (citizen of the United States or permanent resident who is Black, Hispanic, Asian, or American Indian).

Women-Owned Business Enterprise (WBE): Independent business which is at least 51% owned and operated by one or more women.

Economically Disadvantaged (ED) Business and Individuals: Independent business which must be located (or the owner must reside) in an Economically Disadvantaged Area in Minnesota as determined by the Department of Administration.

Veteran-Owned Business Enterprise (VO): Independent business which is at least 51% owned and operated by one or more veteran or service-disabled veteran as determined by the Minnesota Department of Veterans Affairs.

Diversity: The concept of diversity encompasses acceptance and respect. It means understanding that each individual is unique and recognizing our individual differences. These can be along the dimensions of race, ethnicity, gender, sexual orientation, socio-economic status, age, physical abilities, religious beliefs, political beliefs, or other ideologies.

Equity: The proactive reinforcement of policies, practices, attitudes, and actions that produce-equitable power, access, opportunities, treatment, impacts, and outcomes for all.

Inclusion: Authentically bringing traditionally excluded individuals and/or groups into processes, activities and decisions/policy making in a way that shares power.

About Minnesota State and Lake Superior College

Minnesota State Colleges and Universities is the third-largest system of state colleges and universities in the United States. Minnesota State is comprised of 33 state colleges and universities with 54 campuses located in 47 Minnesota communities. Minnesota State serves approximately 340,000 students each year. Minnesota State employs more than 15,000 dedicated faculty and staff focused on student success. Minnesota State is an independent state entity that is governed by a 15-member Board of Trustees. For more information about the colleges and universities of Minnesota State, please view its website at www.minnstate.edu.

Lake Superior College (LSC) is a combined community and technical college located in Duluth, Minnesota. It is one of 30 public two-year colleges that are part of Minnesota State. LSC is an open enrollment institution. Its mission is to provide high quality, affordable education that
benefits diverse learners, employers, and the community. The College achieves its mission through a wide variety of academic, technical, customized training, and workforce development offerings.

LSC awards Certificates, Diplomas, and AA, AS, AAS, and AFA Degrees. Academic offerings include over 90 programs leading to academic awards. LSC serves over 7,000 students each year. Most programs are two years or less and all can be completed in less than three years.

**Authority**

This RFP is undertaken by Lake Superior College (hereinafter “Minnesota State”) pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws. Minnesota State will select the Vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in its sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost-effective manner. Minnesota State reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary to serve the best interests of Minnesota State. This RFP does not obligate Minnesota State to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.

**Project Overview**

Minnesota State’s Lake Superior College is requesting proposals to furnish all labor and equipment for clearing snow efficiently from all parking lots at the LSC Main Campus, Center for Advanced Aviation, and Emergency Response Training Center. This work will include all labor, materials, equipment, supplies and services to clear all on-campus roads and parking lots. Lake Superior College will remove snow from all pedestrian walkways.

**Contractor Responsibilities**

The Contractor will be required to maintain an environment in compliance with all rules, regulations, and codes covering an occupied facility. Contractor will be required to plow and remove all snow from parking lot entrance, lot, and drives. Contractor’s response time from call placement to arrival on campus shall be no longer than one (1) hour and:

a) When snow exceeds two inches or snow accumulation occurs during the night since the last plowing effort. Initial snow removal efforts should be directed to primary areas to clear these areas by 6:00 AM of the day.

b) The Contractor shall be responsible to clear daytime accumulations so that the sites are effectively available for evening activities, community events, etc. (also weekend and holiday activities as communicated and directed by the College).

c) During lulls in snowfall periods at the request of the College, the Contractor is responsible for pushing back accumulations on parking lots to prevent these areas from being
becoming bottlenecked to an extent that a plow is prevented from effectively plowing subsequent accumulations. It is the responsibility of the Contractor to monitor the loss of traffic space and parking spaces due to snow accumulation and to report to Lake Superior College staff who will negotiate with the Contractor for removal of the snow piles as needed to restore these spaces.

d) Lake Superior College may opt to self-perform or provide additional support to Contractors to ensure that access to all lots are clear and free of snow.

e) To avoid parking violations (where conditions allow), the standard for Lake Superior College parking lots is bare pavement within 12 hours of the end of a snowfall event.

f) Equipment storage and power is negotiable with the College.

g) Contractor will work with Lake Superior College to determine which types of treatment (sand, salt, etc.) that will be used on surfaces at each of the campuses.

h) Contractor is responsible for sending an itemized summary of services after all snowfall events. Summary/invoice needs to include the number of workers, type and hours of equipment used, and tracking how much product is introduced to our parking facilities.

Contractor and the College will walk the facilities at the beginning and end of each winter to note conditions and any damage done by Contractor throughout the term of the contract. Contractor is responsible for damaged curbs, gutters, landscaping, lighting, signs, and any other property damage. The Contractor must work with the College on the damage repairs needed and repairs/replacement completed be approved by the College.

**RFP Information Contact**

An authorized representative of Minnesota State for purposes of responding to inquiries about the RFP is:

Name: Mark Cardinal  
Title: Building Maintenance Foreman  
Address: 2101 Trinity Road, Duluth, MN 55811  
Telephone: 218-733-2032  
E-mail address: mark.cardinal@lsc.edu

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

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between Minnesota State and the Vendor.

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

Terms and Conditions

This RFP includes and incorporates Terms and Conditions. Vendors should be aware of the terms and conditions in preparing responses to this RFP. Much of the language reflected in any resulting contract with Minnesota State is required by statute. If you take exception to any of the language in the terms and conditions, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Authorized Signature

The proposal must be completed and signed in the firm's name or corporate name of the Vendor and must be fully signed by an authorized representative of the Vendor. Proof of authority of the person signing must accompany the response.

Pre-award Vendor Conference

Lake Superior College will hold an optional pre-award vendor meeting on Friday, September 1, 2023 at 9:00AM in room S255. It is an optional meeting all potential or interested respondents can attend.

Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>Key Dates</th>
<th>Timeline</th>
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<tbody>
<tr>
<td>Monday, August 28, 2023</td>
<td>Publish RFP notice on MinnState.edu/Vendors webpage &amp; LSC webpage</td>
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<tr>
<td>Friday, September 1, 2023 at 9:00AM in Room S255</td>
<td>Optional Pre-Award Vendor’s Conference</td>
</tr>
<tr>
<td>Monday, September 4, 2023</td>
<td>Deadline for Vendors to submit clarifying questions</td>
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<tr>
<td>Thursday, September 7, 2023</td>
<td>Deadline to publish responses to RFP questions</td>
</tr>
<tr>
<td>Friday, September 15, 2023 @ 12:00PM CST</td>
<td>Deadline for RFP proposal submissions</td>
</tr>
<tr>
<td>Friday, September 22, 2023</td>
<td>Vendor(s) selected and notified</td>
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</table>
Minnesota State reserves the right to not award a contract. The dates noted above are estimates but are reasonable for the purposes of presenting deadlines.

**Contract Term**

Minnesota State desires to enter into a contract with the successful Vendor(s) effective October 6, 2023, or on the date the last recognized signature is obtained, whichever occurs later. The length of such contract(s) will be three years with a possible one-year extension. If Minnesota State and Vendor are unable to negotiate and sign a contract by October 6, 2023, then Minnesota State reserves the right to seek an alternative Vendor(s).

**Proposal Deadline**

Submitted proposals must be received at the following address not later than Friday, September 15, 2023 at 12:00PM CST:

- **Institution:** Lake Superior College
- **Name:** Mike Francisco
- **Title:** Purchasing Specialist
- **Mailing Address:** 2101 Trinity Road, Duluth, MN 55811

**Format of Proposals and Submission**

The Vendor shall submit two (2) printed copies of its RFP response and one (1) copy on digital media (preferably USB drive) with the RFP response in Microsoft Word format. Proposals are to be sealed in mailing envelopes or packages with the Vendor’s name and address clearly written on the outside. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the Vendor. Proof of authority of the person signing must accompany the response.

Proposals received after the Proposal Deadline date and time will not be considered. Fax and e-mail responses will not be considered. Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of “white out” is considered an alteration.

**Proposal Content**

Vendors must submit the following information:
1. **Cost:** Identify the level of the participation of Minnesota State in the contract, as well as any other services to be provided by Minnesota State, and details of cost allowances for this participation. List equipment type, quantity, and age with hourly prices for each.

2. **Equipment:** It is extremely critical that the Vendor awarded the contract has the facilities, equipment, staff, and products to ensure that the work will be completed within the guidelines of this RFP. Each Vendor will be required to supply a list of all equipment owned and leased by the company. If Vendor chooses, it may be negotiated to leave equipment on Lake Superior College property during the snow and ice removal season, which is usually November through April.

3. **Experience:** Has the bidder had any experience working with Minnesota State or a Higher Education institution related to this RFP? Each Vendor will be required to supply the College a list of contacts and references along with how long the Vendor and each driver has been working with Vendor.

4. **Response Time:** The removal of snow and ice is critical to keeping the campus open during winter storms. Lake Superior College requires a one (1) hour response time from initial call.

### Terms of Payment

Payment shall be made by Minnesota State promptly after Vendor’s presentation of invoices for services performed and acceptance of such services by an authorized representative of Minnesota State. All services provided by the Vendor pursuant to the resulting contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Vendor shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

### Required Documents and Forms

1. **Affidavit of Non-Collusion.** All vendors must complete the [Affidavit of Non-Collusion](#) and submit it with the response.

2. **Conflicts of Interest.** Vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

3. **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 Declaration Page](#) and submit your certification with the response (including extension options).
4. 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 Declaration Page or claim exemption prior to contract execution. Submit your certification with the response (including extension options).

5. Preferences for TG/ED/VO Businesses and Individuals. If applicable, eligible certified TG/ED/VO businesses will receive preference in the evaluation of its cost proposal as outlined below. Submit your certification with the response.

**Selection Process**

The selection process includes Building Maintenance Foreman, Vice President of Finance & Administration, and Purchasing Specialist. This group will evaluate the proposals and make the final decision.

**RFP Evaluation Factors**

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Evaluation Factors</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cost</td>
<td>30%</td>
</tr>
<tr>
<td>2.</td>
<td>Response Time</td>
<td>15%</td>
</tr>
<tr>
<td>3.</td>
<td>Equipment</td>
<td>20%</td>
</tr>
<tr>
<td>4.</td>
<td>Qualifications &amp; Experience of Vendor and its personnel</td>
<td>25%</td>
</tr>
<tr>
<td>5.</td>
<td>Completeness, thoroughness, and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed above</td>
<td>10%</td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Minnesota State reserves the right to name a date which all responding Vendors will be invited to present demonstrations or participate in an interview.

Minnesota State does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the Selection and Implementation Timeline.

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

In accordance with Board Policy 5.14, Minnesota State is committed to enhancing and optimizing business and contracting opportunities that promote economic growth and prosperity in the communities we serve. We are committed to developing mutually beneficial relationships with historically underutilized minority-owned, women-owned, and disability-owned business enterprises. The goal is to ensure that diverse suppliers that satisfy our procurement and contractual standards have opportunities to provide goods and services system-wide. Suppliers are encouraged to complete and submit the Supplier Diversity Form with their RFP, which will be used to confirm eligibility based on their status and/or commitment to meeting the stated diversity goal for the specific project.

Preference to Small TG/ED/VO Businesses and Individuals

In accordance with Minnesota Rules, part 1230.1810 and Minn. Stat. §16C.16, the basis of award is that of a certified prime TG, ED, and VO business or individual will receive a six percent (6%) preference. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract. The points are applied to the final cost of the evaluation of the project. Eligible, verified, small businesses currently listed in the Directory of Certified TG/ED/VO are eligible for the preference.

Vendors interested in becoming a certified should refer to the Office of Equity in Procurement with the State of Minnesota.
LSC Main Campus
2101 Trinity Road
LSC Emergency Response Training Center (ERTC)
11501 MN HWY 23

Do Not plow near/under plane (highlighted in red) as there are above ground gas lines