

January 2024

MINNESOTA STATE COLLEGES AND UNIVERSITIES



**REQUEST FOR PROPOSAL (RFP)
FOR
Refuse and Recycling Services**

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Alexandria Technical & Community College to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. MnSCU reserves the right to reject a proposal if required information is not provided or is not organized as directed. MnSCU also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the Alexandria Technical & Community College's web site, www.alextech.edu/RFP.

For this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

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Section I. General Information

Background

Minnesota State Colleges and Universities is the fifth-largest system of higher education in the United States. It is comprised of 31 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is governed by a 15-member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State Colleges and Universities, please view its website at www.minnstate.edu.

Founded in 1961, ATCC has established a solid reputation for quality instruction, personal service, community collaboration, and industry partnerships. The college provides career technical programs and transfer degrees through Associate in Arts, Associate in Science, Associate in Applied Science, diplomas, and certificate options. Serving approximately 4,000 students annually, the college's physical space has grown from one building in 1962 to more than the 500,000 square feet today.

Selection of vendors shall be based on Alexandria Technical & Community College's evaluation of responses. Alexandria Technical & Community College intends to enter into a contract with the selected Respondent, and this contract will contain all the terms and conditions required by this request for proposals (RFP), as well as further terms and conditions negotiated between Alexandria Technical & Community College, the System Officer's General Counsel and/or the Office of the Attorney General, and the selected Respondent.

Nature of RFP

Alexandria Technical & Community College is requesting proposals to assist in developing Refuse and Recycling Services

This RFP is undertaken by Alexandria Technical & Community College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

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

General Selection Criteria

1. Cost: Although an important factor, cost will not be the only factor.
2. References: Provide the names, e-mail addresses and telephone numbers of at least three (3) professional references familiar with your work and who can comment on your suitability to undertake this contract. Please ensure that the e-mail address is accurate and the specific reference contact is aware of our reference check as points will be awarded based on references response to e-mail questionnaire as well as how many of the references respond.

3. Related Work Experience: List Technical Colleges, State Universities, Private Colleges, and K-12 institutions your organization has provided refuse and recycling services to in the last five (5) years.
4. Completeness of RFP:
 - a. Name of Individual/Agency/Organization:
Address including City, State, and Zip Code
Phone Number
Contact Person
 - b. Organizational Background: Give a history of yourself, your agency or organization. Describe any accreditation, licensure or other similar standards that you, your agency or organization meets. Provide the name and address of operating company Provide a list of names of all owners of the company or principals of the corporation.
 - c. Submissions will be evaluated on responsiveness, clarity, and completeness of proposal.

Selection Process

Proposals will be reviewed and evaluated by a cross functional committee consisting of Alexandria Technical & Community College staff. The Proposal Review Committee may hold interviews with all qualified proposers as part of the evaluation process. This group will evaluate the proposals and make the final decision.

The proposal review and evaluation process will include attention to the following factors:

- Cost. Although an important factor, cost will not be the only factor.
- References.
- Organizational background and administration. Qualifications of the individual responding must represent the organization.
- Responsiveness, clarity, and completeness of proposal.
- Insurance and Bonding.

Selection and Implementation Timeline

| | |
|--|---|
| January 3, 5, 10, 2024 | Publish RFP notice in <i>Echo Press</i> |
| Friday, January 12, 2024 @ 10:00 a.m. CT | Deadline for RFP proposal submissions |
| January 15-19, 2024 | Review RFP proposals |
| February 13, 2024 | Complete Contract |

Contract Term

Alexandria Technical & Community College desires to enter into a contract with the successful vendor(s) effective February 13, 2024. The length of such contract(s) shall be 3 years with 2 optional 1-year extensions by ATCC. If Alexandria Technical & Community College and the vendor are unable to negotiate and sign a contract by February 13, 2024, then Alexandria Technical & Community College reserves the right to seek an alternative vendor(s).

Parties to the Contract

Parties to this contract shall be the “State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Alexandria Technical & Community College and

the successful vendor(s).

Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract(s) upon 30 days written notice, with or without cause. The vendor(s) may cancel the contract(s) upon 181 days written notice, with or without cause.

Definitions

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

MnSCU: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Alexandria Technical & Community College.

School: Alexandria Technical & Community 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 Alexandria Technical & Community College as the successful responder(s) responsible to execute the terms of a contract.

Applicable Law

A contract entered into as a result of this RFP shall be governed and interpreted under the laws of the State of Minnesota.

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the Chief Financial Officer.

Entire Agreement

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

Deviations and Exceptions

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

Pre-award Vendors Conference

No pre-award conference will be held. Those vendors requiring additional information are requested to contact the Director of Facilities whose contact information is listed below.

Duration of Offer

All proposal responses must indicate they are valid for a minimum of thirty (30) calendar days from the date of the proposal opening unless extended by mutual written agreement between Alexandria Technical & Community College and the vendor.

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

Authorized Signature

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

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or Alexandria Technical & Community 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. Alexandria Technical & Community College also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

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

Section II. Parties to the RFP

Parties to this RFP shall be the "State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Alexandria Technical & Community College and the successful vendor(s).

Section III. Vendor Requirements

See Exhibit D. Scope of Work

Information Contact

Alexandria Technical & Community College's agent for purposes of responding to inquiries about the RFP is:

Name: Joel Seela
Title: Facility Director
Address: 1601 Jefferson St., Alexandria, MN 56308
Telephone: 320/762-4635
Fax: 320/762-4501
E-mail address: joels@alextech.edu

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

Section IV. Response Evaluation

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

Responses must include all aspects of the award criteria listed below. Responses should be as complete and accurate as possible, contain data relevant to public sector educational projects to be considered, and should be provided by the due date indicated in the advertisement for proposals. Please include the attached Quote Form w/Unit Pricing, Non-Collusion Affidavit, and the Affirmative Action Certification of Compliance/ with the Disabilities Individual Clause.

All responses to this Request for Proposal will be evaluated upon the following criteria:

| | Points Possible |
|--------------------------------|------------------------|
| Cost | 75 |
| References | 10 |
| Related Work Experience | 10 |
| Completeness of RFP | 5 |
| TOTAL | 100 POINTS |

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

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

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

Section V. Additional RFP Response and General Contract Requirements

Problem Resolution Process

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

Affidavit of Non-Collusion

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

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000 all responding vendors are required to complete the Human Rights Certification Information and Affirmative Action Data Page and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 660 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

Insurance Requirements

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the Alexandria Technical & Community College's authorized representative prior to execution of the contract. The selected vendor shall not commence work under the contract until they have obtained all the insurance described below and MnSCU has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

B. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:

1. **Workers' Compensation Insurance.** The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
2. **Commercial General Liability.** The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:
 - \$2,000,000.00 per occurrence
 - \$2,000,000.00 annual aggregate
 - \$2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury
Products and Completed Operations Liability
Blanket Contractual Liability
Name the following as Additional Insureds:
Board of Trustees of the Minnesota State Colleges and Universities
Alexandria Technical & Community College

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

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

Additional Insurance Conditions:

- Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to MnSCU with respect to any claim arising out of vendor's performance under this contract;
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify MnSCU within five (5) business days with a copy of the cancellation notice, unless vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MnSCU;
- Vendor is responsible for payment of contract related insurance premiums and deductibles;
- If vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Vendor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the vendor's policy limits to satisfy the full policy limits required by the contract.

C. Alexandria Technical & Community College reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection by Alexandria Technical & Community College and copies of policies must be submitted to Alexandria Technical & Community College's authorized representative upon written request.

State Audit

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to MnSCU and the Legislative Auditor's Office for six (6) years after the termination/expiration of the contract.

Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data

provided by MnSCU, its schools and the Alexandria Technical & Community College in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when MnSCU has completed negotiating the contract with the selected vendor. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

- mark clearly all trade secret materials in its response at the time the response is submitted;
- include a statement with its response justifying the trade secret designation for each item;
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State of Minnesota, MnSCU, its agents and employees, from any judgments or damages awarded against the State or MnSCU in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MnSCU's award of a contract. In submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of MnSCU.

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

Conflict of Interest

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

Organizational Conflicts of Interest

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

Physical and Data Security

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

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

for safeguarding the information.

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

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

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

Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than Friday, January 12 @, 10:00 a.m. CT

| | |
|-----------------|--|
| Institution: | Alexandria Technical & Community College |
| Name: | Joel Seela |
| Title: | Director of Facilities |
| Address: | 1601 Jefferson St., Alexandria, MN 56308 |
| Telephone: | 320/762-4635 |
| Fax: | 320/762-4501 |
| E-mail address: | joels@alextech.edu |

The responder shall submit Two (2) copies of its RFP response. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

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

Fax and e-mail responses will not be considered.

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

Quote form:

Please complete and return no later than 10:00 a.m. Friday, January 12, 2024.

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Contact Name: _____

Signature: _____

| | <u>Container</u> | <u>Service</u> | <u># Mo.</u> | <u>Year #1</u> | <u>Year #2</u> | <u>Year #3</u> | <u>Optional Year #4</u> | <u>Optional Year #5</u> |
|----------------------------|------------------|----------------|------------------|----------------|----------------|----------------|-----------------------------|-----------------------------|
| Main Building | | | | | | | | |
| MSW | (1) 8yd | 5 / wk | 12 | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| Recycling | (1) 6yd | 3 / wk | 12 | _____ | _____ | _____ | _____ | _____ |
| Recycling | (16) 64 gal | 1 / wk | 12 | _____ | _____ | _____ | _____ | _____ |
| Truck Driving | | | | | | | | |
| MSW | (1) 4yd | 1 / Mo | 9 | _____ | _____ | _____ | _____ | _____ |
| 700 & LE Center | | | | | | | | |
| MSW | (1) 6yd | 2 / wk | 12 | _____ | _____ | _____ | _____ | _____ |
| Recycling | (1) 6yd | 2 / wk | 12 | _____ | _____ | _____ | _____ | _____ |
| Recycling | (8) 64 gal | 1 / wk | 12 | _____ | _____ | _____ | _____ | _____ |
| Carpentry Shop | | | | | | | | |
| MSW | (1) 2yd | On Call | 6 | _____ | _____ | _____ | _____ | _____ |
| | | | | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |

Unit Pricing:

The owner may direct modifications to the contract affecting container sizes and frequency of pick up. The unit prices for these modifications should include all costs incurred, such as container costs, dumping fees, fuel/transportation charges, insurance, taxes, etc. These unit prices will apply to both the addition and subtraction of services for the duration of the contract.

| | | <u>GARBAGE</u> | <u>CARDBOARD</u> |
|--------------------------|--------------------------|-----------------------|-------------------------|
| 2-Yard Garbage | Once Per Week Service | \$ _____ | \$ _____ |
| | Every Other Week Service | \$ _____ | \$ _____ |
| | Once Per Month Service | \$ _____ | \$ _____ |
| | On-Call Service | \$ _____ | \$ _____ |
| 4-Yard Garbage | Once Per Week Service | \$ _____ | \$ _____ |
| | Every Other Week Service | \$ _____ | \$ _____ |
| | Once Per Month Service | \$ _____ | \$ _____ |
| | On-Call Service | \$ _____ | \$ _____ |
| 6-Yard Garbage | Once Per Week Service | \$ _____ | \$ _____ |
| | Every Other Week Service | \$ _____ | \$ _____ |
| | Once Per Month Service | \$ _____ | \$ _____ |
| | On-Call Service | \$ _____ | \$ _____ |
| 8-Yard Garbage | Once Per Week Service | \$ _____ | \$ _____ |
| | Every Other Week Service | \$ _____ | \$ _____ |
| | Once Per Month Service | \$ _____ | \$ _____ |
| | On-Call Service | \$ _____ | \$ _____ |
| 20-Yard Demo Dumpster | On-Call Service | \$ _____ | \$ _____ |

Exhibit A. Affidavit of Non-Collusion

**STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION**

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

Exhibit B. Human Rights Certification Information and Affirmative Action Data Page

NOTICE TO CONTRACTORS AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

It is hereby agreed between the parties that MnSCU will require that affirmative action requirements be met by contractors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600. Failure by a contractor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the contract (Minnesota Statutes §363A.36, subdivisions 3 and 4).

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over \$100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over \$100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for four (4) years. For additional information, contact the Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, MN 55155.

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$150.00 fee for each Certificate of Compliance issued. A business or firm must submit its affirmative action plan along with a cashier's check or money order in the amount of \$150.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, Freeman Building, 625 Robert Street North, Saint Paul MN 55155.

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
—or—

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Freeman Building, 625 Robert Street North, Saint Paul, MN 55155

Phone: 651-296-5663

Toll Free: 800-657-3704

Fax: 651-296-9042

TTY: 651-296-1283

Web: mn.gov/mdhr

Email: compliance.mndh@state.mn.us

Affirmative Action Certification Page, Revised 6/11 – MDHR

Exhibit C. Affirmative Action Certification of Compliance (Notice to Vendors)

MINNESOTA STATE COLLEGES AND UNIVERSITIES NOTICE TO VENDORS

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to MnSCU that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 625 Robert Street North, Saint Paul MN 55155; Voice: 651-296-5663; Toll Free: 800-657-3704; TTY: 651-296-1283.

MnSCU is under no obligation to delay the award or the execution of a contract until a vendor has completed the Human Rights certification process. It is the sole responsibility of the vendor to apply for and obtain a Human Rights certificate prior to contract execution.

It is hereby agreed between the parties that MnSCU will require affirmative action requirements be met by vendors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600.

Under the Minnesota Human Rights Act, §363A.36, subdivision 1, no department or agency of the state shall execute an order in excess of \$100,000 with any business within the State of Minnesota having more than 40 full-time employees in a single working day during the previous 12 months unless the firm or business has an affirmative action plan for the employment of minority persons, women, and the disabled that has been approved by the Commissioner of Human Rights. Receipt of a Certificate of Compliance issued by the Commissioner shall signify that a firm or business has an affirmative action plan approved by the Commissioner.

Failure by the vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statutes §363A.36, subdivisions 3 and 4). A certificate is valid for a period of four (4) years.

DISABLED INDIVIDUAL CLAUSE

- A. A vendor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take disabled individuals without discrimination based on their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

- B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- C. In the event of a vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
- D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.
- E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 to 5000.3600 are incorporated into any order of Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600 are available from Minnesota Bookstore, 660 Olive Street, St. Paul, Minnesota 55155.

By signing this statement the vendor certifies that the information provided is accurate.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Exhibit D. Scope of Work

Item #1 - Refuse services to include the below listed container sizes and pick up frequencies:

| <u>Location</u> | <u>Refuse Type</u> | <u>Frequency</u> | <u>Qty</u> | <u>Months</u> |
|-------------------------|--------------------|------------------|------------|---------------|
| Main building | 6 Yard | Daily | 1 | 12 |
| Truck Driving | 4 Yard | Monthly | 1 | 9 |
| 700 and Law Enforcement | 6 yard | Weekly | 1 | 12 |
| Carpentry shop | 2 yard | On-Call | 1 | 6 |

Item #2 - Construction container services to include the below listed container sizes and pick up frequencies:

| <u>Location</u> | <u>Type</u> | <u>Frequency</u> | <u>Qty</u> | <u>Months</u> |
|-----------------|-------------|------------------|------------|---------------|
| Main Building | 10 yard | On-Call | 1 | 12 |

Construction containers will contain construction debris from various remodeling projects.

Item #3 - Recycling services to include the below listed co-mingled container sizes and pick up frequencies:

| <u>Location</u> | <u>Type</u> | <u>Frequency</u> | <u>Qty</u> | <u>Months</u> |
|-------------------------|-------------|------------------|------------|---------------|
| Main Building | 8 Yard | Bi-Weekly | 1 | 12 |
| | 64 gallon | Weekly | 12 | 12 |
| | 35 gallon | Weekly | 2 | |
| 700 and Law Enforcement | 6 yard | Weekly | 1 | 12 |
| | 64 gallon | Weekly | 5 | 12 |
| | 35 gallon | Weekly | 3 | 12 |

Recycling content to follow the Pope/Douglas Solid Waste Management criteria

- **ALUMINUM CANS** – Empty and dry, whole or flattened.
- **TIN FOOD CANS** – Empty, clean, whole or flattened with labels off.
- **CORRUGATED CARDBOARD** – Flatten, no 6 or 12 pack beer and pop containers unless they are corrugated.

- **GLASS JARS & BOTTLES** – Empty, clean, unbroken with caps removed. **NO BROKEN GLASS!** Food and beverage containers only, **CLEAR, GREEN AND BROWN.**
- **PLASTIC** –Empty, clean, unbroken with caps removed and thrown in the trash. The plastic container should be two gallon or less in size. Margarine tubs, Cool Whip containers, Folgers coffee and peanut butter jars can be included only if they have the #1 or #2 on the bottom.
- **NEWSPRINT** – Dry and clean. The Shopping Guide is also accepted. Anything that comes with the paper may be included. If the papers are in brown grocery bags, the bags should be placed with the corrugated.
- **CATALOGS, MAGAZINES, And BOXBOARD** – Please keep separate from the newspaper. **PHONE BOOKS** are included in this category. ***NEW*** Boxboard includes: **FLATTENED** Cereal boxes, tissue boxes, pasta boxes, shoe boxes, etc.
- **OFFICE PAPER** – White and Lightly Colored paper. Plain or printed on. Adding machine tapes, envelopes with or without windows, index cards.
- **METAL** - Scrap metal or metal items that are 90 percent metal or more. Metal tools, kitchen utensils, lawn chairs (with cloth, vinyl removed), clothes hangers, screws, nails, metal toys, silverware, metal fencing, etc.