

# State of Minnesota

## Department of Administration



### REQUEST FOR PROPOSAL

Windssocks

G0210-2000015659

Date Posted: April 12<sup>th</sup>, 2024

- Responses must be received not later than 3:00 PM Central Time, May 6<sup>th</sup>, 2024.
- Late responses will not be considered

#### **Minnesota's Commitment to Diversity and Inclusion**

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to the [Office of Equity in Procurement](https://mn.gov/admin/business/vendor-info/oep/) home page, at <https://mn.gov/admin/business/vendor-info/oep/>.

SPECIAL NOTICE: This is a request for proposal. It does not obligate the State of Minnesota to award a contract or complete the proposed program, and the State reserves the right to cancel this solicitation if it is considered in its best interest.

**This Solicitation requires proposals to be submitted through the SWIFT Supplier Portal. Please note the security changes below that may impact responders from submitting a timely response.**

### **SWIFT SUPPLIER PORTAL SECURITY CHANGES**

There are new security measures that the Minnesota Management and Budget implemented on October 16, 2022. It is a new multi-factor authentication (MFA) to enhance the security of the [State of Minnesota Supplier Portal](#). MFA is an authentication method that requires bidders and suppliers provide two verification factors to log into the SWIFT Supplier Portal. The goal of MFA is to create a layered defense that makes it more difficult for unauthorized system access to occur.

For information about these changes, please refer to the [SWIFT Supplier Portal Multi-Factor Authentication FAQ](#) document.

**If you have not done so already, please make sure to log into the SWIFT Supplier Portal as soon as possible to get this authentication set up early so there are no issues when submitting a response to an RFP.**

**You are strongly encouraged to set your MFA during business hours of 8:00 A.M. to 4:00 P.M., Central Time, Monday through Friday. You may experience delay setting your MFA after hours.**

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## Solicitation Attachments

- Attachment A: Responder Declarations
- Attachment B: Exceptions to State's Terms and Conditions
- Attachment C: Cost Detail
- Attachment D: Responder Forms
  - Veterans Preference Form
  - Workforce and Equal Pay Declaration Page
- Attachment E: Additional Information

## Sample Contract

- Exhibit A: Contract Terms
- Exhibit B: Insurance Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Pricing

## SECTION 1 – INSTRUCTIONS TO RESPONDERS

Steps for Completing Your Response	Follow the steps below to complete your response to this Solicitation: Step 1: Read the solicitation documents and ask questions, if any Step 2: Write your response Step 3: Submit your response
Incomplete Submittals	A response must be submitted along with any required additional documents. Incomplete responses that materially deviate from the required format and content may be rejected.

### STEP 1 – READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY

How to Ask Questions	The contact person for questions is: Paul Thomas, AMS Department of Administration paul.thomas@state.mn.us  Questions should be emailed to the contact by April 19th, 2024, at 3:00 PM CT. Other personnel are not authorized to answer questions regarding this Solicitation.
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### STEP 2 – WRITE YOUR RESPONSE

The Response Content section is in this link to [Section 4](#). Prepare a written response and supply all requested content. Responses should address the requested information and documents detailed in Section 4. **DO NOT INCLUDE** Non-Public/Trade Secret data (as defined in this link to [Minn. Stat. § 13.37](#)).

**Review, sign, and include the Responder Declarations with your response.**

### STEP 3 –SUBMIT YOUR RESPONSE

Where to Send Your Response	All responses to this solicitation (termed an “Event” within SWIFT) must be submitted through SWIFT using the Supplier portal ( <a href="https://mn.gov/supplier">https://mn.gov/supplier</a> ). Training and documentation on how to submit your response is available through the Supplier portal link above. Fax, e-mail, and printed responses will not be accepted or considered. All costs incurred in responding to this solicitation will be borne by the responder.  <b>Late responses will not be considered.</b> Responses received after End Date above will not be considered, even if errors or delays were caused by issues outside of responders’ control. If you need assistance please contact the SWIFT Vendor Assistance Helpline at 651-201-8100, Option 1, and then Option 1.  By submitting a response, your company is making a binding legal offer for the period of time set forth below in Section 6, Conditions of Offer.
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## SECTION 2 – SUMMARY OF SCOPE

### 1. Procurement Overview and Goals.

The purpose of this solicitation is to provide windsocks throughout the entire State of Minnesota. Equipment may be purchased by State Agencies and Cooperative Purchasing Venture members on an as needed basis. Products offered are to be complete with all necessary items needed to make the product ready for immediate operation. All product bids must meet all applicable State and Federal codes and standards. Any items the State deems not suited to the intent or scope of this contract will be rejected.

### 2. Sample Tasks and Deliverables.

See Sample Contract and Exhibit C: Specifications, Duties, and Scope of Work.

## SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

### 1. Anticipated Contract Term.

The term of this contract is anticipated to be from June 1<sup>st</sup>, 2024, to May 31<sup>st</sup>, 2027, with the option to extend up to an additional two (2) years in increments determined by the State.

### 2. Estimated Amount.

The estimated total dollar value of the contract for one year is \$5,000.00 to \$20,000.00. 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 solicitation are estimated quantities only and impose no obligation upon the State either minimum or maximum.

### 3. Question and Answer Instructions.

All questions should be submitted no later than the date and time listed in Section 1, Instructions to Responders. The State is not obligated to answer questions submitted after the question due date and time.

Only personnel listed above are authorized to discuss this solicitation with responders. Contact regarding this solicitation with any personnel not listed above could result in disqualification. This provision is not intended to prevent responders from seeking guidance from state procurement assistance programs regarding general procurement questions. If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the solicitation, please immediately notify the contact person detailed above in writing of such error and request modification or clarification of the document.

### 4. 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 contact person for this solicitation prior to the solicitation opening due date and time. Any issue a responder has with the Contract award must be submitted in writing to the contact person for this solicitation within five business days from the time the intent to award or the Contract award date is made public. This public notice may be made by any of the following methods: notification by letter or email, posted on the OSP website, <https://mn.gov/admin/osp/>, or electronic notification by our electronic procurement system, SWIFT. The State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: the contact person for this solicitation, the Office of State Procurement (OSP) Acquisitions Manager, and the OSP Director.

## SECTION 4 – PROPOSAL CONTENT

Please submit the following information:

1. Specifications. Responder must offer goods that meet the specifications detailed in Exhibit C: Specifications, Duties, and Scope of Work attached to the Sample Contract.
2. Cost Detail. Review Attachment C, “Cost Proposal,” attached to this solicitation, and complete and submit Exhibit D Price Schedule, attached to the Sample Contract.
3. Sample Transaction Documents. Prior to award, a potential successful Responder must submit samples of any transaction documents proposed for use under the resulting contract. The State will review the transaction documents to ensure they contain sufficient detail and to review additional terms and conditions contained therein, if any. The State reserves the right to request additional detail in the transaction documents or to reject additional terms and conditions within transaction documents. Once approved by the State, Contractor may not materially change transaction documents unless a change has been approved in writing by the Commissioner of Administration, as delegated to the Office of State Procurement. Any terms and conditions included in transaction documents but not approved by the State are voidable by the State. Any terms and conditions that are in conflict with Minnesota law or in conflict with the terms of the State Contract are void. Failure to void a non-approved term or condition included in a transaction document does not waive the State’s right to void any non-approved term or condition.
4. Product Documentation. Responder must provide equipment sales literature, technical data or specifications, a user manual, or other documentation about the product upon request by the State, and at no cost to the State. Product documentation should include items such as, but are not limited to, product information, product functionality, and operation instructions. Product documentation may be provided digitally unless the State requires the documentation be provided in print.
5. License Agreements, Maintenance Agreements, or Other Terms and Conditions.  
The State may require Responder to provide any license agreements, maintenance agreements or any other terms and conditions relevant to the work under a resulting contract. Review and approval by the State will be required prior to contract execution. In the event Responder fails to comply with a request under this provision, Responder agrees that it will not seek to enforce terms and conditions of any such agreement against the State. Further, failure to provide any of the pertinent documents upon request may result in the State not agreeing to sign any additional documents, rejecting your response, or cancelling the award.

Submit all requested documentation, including, but not limited to, the following documents:

1. Attachment A: Responder Declarations
2. Attachment B: Exceptions to State's Standard Terms and Conditions
3. Attachment D: Responder Forms
  - a. Veterans Preference Form
  - b. Workforce and Equal Pay Declaration Form
4. Attachment E: Additional Information
5. Exhibit D: Price Schedule

**DO NOT INCLUDE Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).**

**SECTION 5 – EVALUATION PROCEDURE AND CRITERIA**

The State will conduct an evaluation of responses to this Solicitation. The evaluations will be conducted in three phases:

- Phase 1 - Review responses for responsiveness and pass/fail requirements
- Phase 2 - Evaluate responses
- Phase 3 - Select finalist(s)

**1. Phase 1 – Responsiveness and Pass/Fail Requirements**

The purpose of this phase is to determine if each response complies with mandatory requirements. The State will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The State will evaluate these requirements on a pass/fail basis.

Mandatory Requirements. The following will be considered on a pass/fail basis:

- Responses must be received by the due date and time specified in this RFP.
- Equipment offered must meet the specifications listed in the Sample Contract and Exhibits, Exhibit C: Specifications, Duties, and Scope of Work.

**2. Phase 2 - Evaluate Responses**

Only those responses found to have met Phase 1 criteria will be considered in Phase 2.

The factors and weighting on which responses will be evaluated are:

- |   |   |
|---|---|
| 1. Acceptance of State’s Terms and Conditions | 100 points                                  |
| 2. Cost Detail                                | <u>900 points</u>                           |
|   | 1000 points                                 |
| 3. Preference Points (if applicable)          | 120 points (in addition to 1,000 available) |

Preference points are described under Solicitation Terms and will be applied to the total score after points have been awarded.

**3. Phase 3 - Select Finalist(s)**

Only those responses that have been evaluated under Phase 2 shall be eligible for Phase 3.

The State will make its selection based on best value, as determined by this evaluation process. The State reserves the right to pursue negotiations on any exception taken to the State’s standard terms and conditions. In the event that negotiated terms cannot be reached, the State reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder or take other actions as the State deems appropriate. If the State anticipates multiple awards, the State reserves the right to negotiate with more than one Responder.

It is anticipated that the evaluation and selection will be completed by May 31<sup>st</sup>, 2024.



## SECTION 6 – SOLICITATION TERMS

### 1. **Competition in Responding**

The State desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to the Solicitation Administrator listed in the Solicitation before the due date and time. If changes are made the State will issue an addendum.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

### 2. **Addenda to the Solicitation**

Changes to the Solicitation will be made by addendum with notification and posted in the same manner as the original Solicitation. Any addenda issued will become part of the Solicitation.

### 3. **Data Security - Foreign Outsourcing of Work is Prohibited**

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.

### 4. **Joint Ventures**

The State allows joint ventures among groups of responders when responding to the solicitation. However, one responder must submit a response on behalf of all the others in the group. The responder that submits the response will be considered legally responsible for the response (and the contract, if awarded).

### 5. **Withdrawing Response**

A responder may withdraw its response prior to the due date and time of the Solicitation. For solicitations in the SWIFT Supplier Portal, a responder may withdraw its response from the SWIFT Supplier Portal. For solicitations done any other way, a responder may withdraw its response by notifying the Solicitation Administrator in writing of the desire to withdraw.

After the due date and time of this Solicitation, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to Solicitation Administrator within a reasonable time and prior to the State's detrimental reliance on the response.

### 6. **Rights Reserved**

The State reserves the right to:

- Reject any and all responses received;
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Negotiate with the highest scoring Responder[s];
- Terminate negotiations and select the next response providing the best value for the State;
- Consider documented past performance resulting from a State contract may be considered in the evaluation process;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Award by location or item, including category, by groups of items, or all items (therefore, the responder is encouraged to offer a response for all locations or items.)
- Interview key personnel or references;
- Request a best and final offer from one or more Responders;
- The State reserves the right to request additional information; and

- The State reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. The State reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation.

## **7. Samples and Demonstrations**

Upon request, Responders are to provide samples to the State at no charge. Except for those destroyed or mutilated in testing, the State will return samples if requested and at the Responder's expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

## **8. Responses are Nonpublic during Evaluation Process**

All materials submitted in response to this Solicitation will become property of the State. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating a contract with the selected responder. The State will notify all responders in writing of the evaluation results.

## **9. Trade Secret Information**

9.1 Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37.

9.2 In the event trade secret data are submitted, Responder must defend any action seeking release of data 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 data, and any and all costs connected with that defense.

9.3 The State does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 13.37.

9.4 A responder may present and discuss trade secret information during an interview or demonstration with the State, if applicable.

## **10. Conditions of Offer**

Unless otherwise approved in writing by the State, Responder's cost proposal and all terms offered in its response that pertain to the prices and terms offered in its response pertaining to the sale of goods will remain firm for 90 days, until they are accepted or rejected by the State, or they are changed by further negotiations with the State prior to contract execution.

## **11. Award**

Any award that may result from this solicitation will be based upon the total accumulated points as established in the solicitation. The State reserves the right to award this solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of the State, providing each Responder is in compliance with all terms and conditions of the solicitation. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.

## **12. Requirements Prior to Contract Execution**

Prior to contract execution, a responder receiving a contract award must comply with any submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance.

### **13. Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference**

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the State as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive points equal to 12% percent of the total points available as preference.

For TG/ED/VO certification and eligibility information visit the Office of Equity in Procurement website at <https://mn.gov/admin/business/vendor-info/oep/> or call the Division's Helpline at 651.296.2600.

### **14. Reciprocity**

State shall comply with Minn. Stat. § 16C.06, subd. 7, as that applies to a non-resident vendor. This paragraph does not apply for any project in which federal funds are expended.

### **15. DEED and DHS Preference.**

In accordance with Minn. Stat. § 16C.155, eligible DEED/DHS providers will receive points equal to 6% percent of the total points available.

### **16. Specifications**

Response will be held to strict compliance with the specifications. If a response deviates from the specifications, the deviation must be clearly noted and the State reserves the right to reject the response. All specifications are for new items unless otherwise noted in the solicitation. When brand name or manufacturer's name or numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the solicitation states: "No Substitute." Responses may be considered on other alternate makes, models, or brands having comparable quality, style, and performance characteristics. Any alternates included in a response are subject to State approval.

### **17. Distributor or Manufacturer's Representative**

If your company is a distributor or manufacturer's representative, as defined in MN Rules 1230.0150, and you are submitting an offer on behalf of the Original Equipment Manufacturer (OEM), your company must either:

- Be listed on the OEM's website as an authorized distributor or an authorized manufacturer's representative, or
- You must provide a letter from the OEM, on the OEM letterhead, stating the Responder is authorized to sell the specific product listed in the Solicitation, or the OEM's full line of products, and that all OEM equipment warranties are applicable. (This requirement may be met by attaching the OEM letter to the Solicitation response.)

The Responder shall be the single point of contact through which customers will arrange warranty work that is still covered under the original equipment manufacturer's warranty on the equipment that is purchased.

Pursuant to MN Rules 1230.0150, responses from brokers will not be accepted.

### **18. Prompt Payment Discounts Offered**

If a responder offers a discount for a payment made in less than 30 days, this discount will not be considered in the evaluation of the response. A prompt payment discount will be calculated from the date of acceptance of an undisputed invoice or upon the date a disputed invoice is resolved.