Request for Proposal
# 187932

Cable TV Services
Minnesota State University, Mankato
Facilities Purchasing Office

Request for Proposal
Cable TV Services

Return proposals to: Donna Hensel, Coordinator
Minnesota State University, Mankato
Wiecking Center 358
415 Malin Street
Mankato, MN 56001

Fax: (507) 389-1092
Email: donna.hensel@mnsu.edu

Name of Vendor Firm: ______________________________
Firm Contact: __________________________ Phone: ______________ Fax: ______________
Mailing Address: __________________________ Web Address (if any): __________________
Email: __________________________________________

Signature of Authorized Agent: ____________________________ Date: ______________

Proposals are being accepted by Minnesota State University, Mankato for Cable TV Services.
See specifications in the RFP following.

Minnesota State University, Mankato shall bare none of the costs incurred by any proposer or potential proposer in their preparation of the proposal documents or any visits to campus. All such costs are the responsibility of the proposer.

SUBMISSION

Proposals are to be submitted in a sealed envelope, plainly marked “Proposal No. 187932 Cable TV Services” along with the Company’s name and date and time of the scheduled opening. Minnesota State University, Mankato, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified. Proposals made in pencil or forwarded using e-mail and the internet will be rejected.

LIABILITY

Company agrees to indemnify and save and hold the University, its agents and employees harmless from any and all claims or causes of action arising from the performance of this agreement by Company or Company’s agents of employees. This clause shall not be construed to bar any legal remedies Company may have for the University’s failure to fulfill its obligations pursuant to this agreement.
ACCESSIBILITY: COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

The Company agrees that in occupying the premises as described herein, it is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act. The University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

This document is available in alternative format to individuals with disabilities by calling Donna Hensel at the Office of Facilities Purchasing 507-389-5016 or 800-627-3529 (TTY).

DISCLAIMER

Issuance of this Request for Proposal in no way commits the University or its faculty or staff to enter into a contract for services outlined above. The University reserves the right to reject any or all Requests for Proposal submitted in response.

MINNESOTA DATA PRACTICES ACT

The CONTRACTOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the CONTRACTOR or the STATE. In the event the CONTRACTOR receives a request to release the data referred to in this Article, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.
SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or Minnesota State University, Mankato 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 Facilities Purchasing Web Site: http://www.mnsu.edu/fpurchas/ 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.

April, 2013
# REQUEST FOR PROPOSAL (RFP)

## FOR

Cable TV Services

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Section I. General Information

1.0 Background

Minnesota State Colleges and Universities is the seventh-largest system of higher education in the United States. It is comprised of 32 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 50,000 students each year in credit and an additional 130,000 students in noncredit courses, and produces 33,500 graduates each year. For more information about Minnesota State Colleges and Universities, please view its website at www.mnscu.edu.

Minnesota State University, Mankato, a comprehensive university in the Minnesota State Colleges and Universities (MnSCU) system, is located on a 303 acre campus in Mankato, Minnesota, a community of approximately 53,000 situated in the Minnesota River Valley of south central Minnesota. The University offers a full range of undergraduate and a broad selection of graduate programs, and as such, has statewide responsibilities for the articulation of and providing access to professional programs not available at other colleges and regional universities. The University also has a major obligation to provide leadership in applied research important to the economy and quality of life in the state.

Founded in 1868, Minnesota State University, Mankato, has evolved from its beginnings as a normal school, to become in 1921 Mankato State Teachers College when it was authorized to offer a four-year curriculum. Because of its increasing commitment to providing more than teacher preparation, the name was changed to Mankato State College in 1957. The institution continued to grow in size and its reputation for academic excellence led to university status in 1975. Mankato State University became Minnesota State University, Mankato, in September 1998, giving further prominence to its growth to an institution recognized nationally.

The University is under the control and management of the Minnesota State Colleges and Universities (MnSCU) Board of Trustees, an agency of the State of Minnesota.

More than 15,000 students, including more than 600 international students from approximately 75 countries, attend Minnesota State University, Mankato. 1,500 faculty and staff, including more than 700 teaching faculty, provide for those student customers.

For additional information on the campus those interested are invited to review the University’s Web site at: http://www.mnsu.edu/

1.1 Nature of RFP

Minnesota State University, Mankato is requesting proposals to provide cable TV services for the University campus which is located in Mankato, MN. Services will need to be provided mainly in the on campus residence halls (Crawford Residence Community, McElroy Residence Community, Julia Sears Residence Hall and the Margaret Preska Residence Community), as well as an apartment complex located in close proximity to the campus which is leased by the University (Stadium Heights Apartments). However, service is also provided to other campus buildings which shall include, but may not be limited to the following: Centennial Student Union, Myers Field House, Otto Recreation Center, Taylor Center, and Nelson Hall.

The initial contract rate will remain in effect for at least the first three (3) years of the contract. Any agreed upon renewals may include a rate adjustment if agreed to by both parties. The renewal agreements (including rate adjustments) and any contract addenda must be in writing and signed by representatives of the University and the contractor. Any price decreases must be passed on the University immediately.

The awarded vendor shall provide same day service in the case of service disruptions/ouages or poor reception.

Accordingly, Minnesota State University, Mankato shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Minnesota State University, Mankato’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. Minnesota State University, Mankato 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 Minnesota State University, Mankato. This RFP shall not obligate Minnesota State University, Mankato 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.
1.2 **General Selection Criteria**

RFP proposals will be evaluated on the following criteria:

- Service plan and support capability (i.e. proximity to campus, location and number of trained staff) – 35%
- Cost of service per year - 30%
- Qualifications of the vendor and their personnel, experience in providing similar service – 15%
- References – 10%
- Thoroughness of proposal – 10%

The University reserves the right to add to the evaluation criteria after reviewing the responses.

1.3 **Selection Process**

The selection process includes representatives from Residential Life (Assistant Director for Environment, Hall Director, student RHA representative), IT and Physical Plant (Electrician). This group will evaluate the proposals and make the final decision.

1.4 **Selection and Implementation Timeline**

<table>
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<tr>
<td>Friday, April 5, 2013</td>
<td>Publish RFP</td>
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<tr>
<td>Friday, April 12, 2013 at 10:00 a.m.</td>
<td>Conduct pre-proposal meeting</td>
</tr>
<tr>
<td>Wednesday, April 17, 2013</td>
<td>Deadline for Questions submitted on web site</td>
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<td>Thursday, April 18, 2013</td>
<td>Answers posted on web site</td>
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<tr>
<td>Thursday, April 25, 2013, 2:00 p.m. CDT</td>
<td>Deadline for RFP proposal submissions</td>
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<tr>
<td>Friday-Tuesday, April 26-30, 2013</td>
<td>Review RFP proposals</td>
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<tr>
<td>Monday- Tuesday, May 6-7, 2013</td>
<td>Meet with individual responders</td>
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<td>Thursday, May 9, 2013</td>
<td>Complete selection process</td>
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<tr>
<td>Friday, May 24, 2013</td>
<td>Approximate deadline for executing contract</td>
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1.5 **Contract(s) Awarded and Pricing Structure**

The University will award one contract for Cable TV Services on campus.

Pricing will be such that the cost can be allocated between the various entities on campus that will be receiving the services.

The base cost will remain in effect for at least the first three (3) years of the contract, with adjustments upward only being permitted for any renewal periods if agreed to by both parties in writing. If the initial contract period exceeds three (3) years, the initial base cost will still remain unchanged for at least three (3) years.

1.6 **Contract Term**

Minnesota State University, Mankato desires to enter into a contract with the successful vendor effective August 1, 2013. The length of such contract(s) shall be for three (3) years with the option to renew in one (1) year increments for two (2) years if both parties agree in writing. The decision to renew or not to renew the contract will be made by February 1 in the appropriate renewal year. Depending upon the RFP responses, it may be that the contract resulting from this RFP process will be for five (5) years with no additional renewal periods. If Minnesota State University, Mankato and the vendor is unable to negotiate and sign a contract by May 24, 2013, then Minnesota State University, Mankato reserves the right to seek an alternative vendor(s).

1.7 **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 Minnesota State University, Mankato and the successful vendor(s).
1.8 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.

1.9 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 Minnesota State University, Mankato.

School: Minnesota State University, Mankato

Office of the Chancellor: The central system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota.

Vendor: The firm selected by Minnesota State University, Mankato as the successful responder(s) responsible to execute the terms of a contract.

1.10 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.

1.11 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 Assistant Director of Residential Life for Environment.

1.12 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.

1.13 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.

1.14 Pre-Proposal Vendors Conference

MnSCU will hold a pre-award vendors conference on Friday, April 12, 2013 at 10:00 a.m. CDT in the Carkoski Commons Conference Room #0011 (lower level of the Carkoski Commons) at Minnesota State University, Mankato. It is recommended all potential or interested responders attend the conference.
1.15 **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 University, Mankato and the vendor.

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

1.16 **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.

1.17 **Proposal Rejection and Waiver of Informalities**

This RFP does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or Minnesota State University, Mankato 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. Minnesota State University, Mankato also reserves the right to waive minor informalities and, not withstanding 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**

Minnesota State University, Mankato

**Section III. Vendor Requirements**

3.0 **Current Service Description**

The University currently uses Charter Communications to provide Cable TV service in the residence halls and other locations on campus where such service is required. Service is provided to approximately 1,789 TV outlets in the on campus residence halls (Crawford Residence Community, Julia Sears Residence Hall, Margaret Preska Residence Community, and the McElroy Residence Community), a leased apartment complex close to campus (Stadium Heights) Carkoski Commons, Centennial Student Union, the Otto Recreation Center, Myers Field House, Taylor Center and Nelson Hall.

Of the current 1,789 cable TV jacks 1,714 are located in Residential Life operated locations and 75 are located elsewhere on campus.

The cable distribution plant will be owned by the University at the conclusion of the current contract. The current contract does require that the contractor provide service elsewhere on campus as requested at the appropriate cost as outlined in the contract. The following describes the current service arrangement:

3.01 **The basic cable service line up delivered at this time is:**

- KTCA  PBS (Minneapolis/St. Paul)
- WFTC  MY (Minneapolis/St. Paul)
- WCCO  CBS (Minneapolis/St. Paul)
- KSTP  ABC (St. Paul/Minneapolis)
- KAAL  ABC (Austin/Albert Lea)
- MSU Channel
- KMSQ  PBS (Austin)
- KMSP  FOX (Minneapolis/St. Paul)
- KEYC  CBS (Mankato)
- KARE  NBC (Minneapolis/St. Paul)
- Government Access
- Public Access
- WGN  CW Network (Chicago)
- Educational Access
- CW Network (Mankato)
- KEYC – DT2  FOX (Mankato)
- Showtime
- HBO
- Big Ten Network
- MSNBC
- Lifetime
- TBS
- Fox Sports Net North
- ESPN
- ESPN2
- Speed Channel
- NBC Sports Network
- Food Network
- TruTV
- HGTV – Home & Garden
- E! Entertainment
- A & E
- BET
- VH-1
- MTV
- Comedy Central
- American Movie Classics
- TV Land
- SyFy
- fx
- TNT
- USA Network
- Spike TV
- TLC
- Discovery Channel
- History Channel
- Travel Channel
- National Geographic
- Animal Planet
- Cartoon Network
- Nickelodeon
- Bravo
- Disney Channel
- ABC Family
- The Weather Channel
- FOX News Channel
- CNN
- CNN Headline News
3.02 The cost for basic service is billed to Residential Life as monthly for the months of September thru May, with full service available as needed for the entire 12 month calendar year.

3.03 Cost for any premium channels not listed in above is directly billed to the resident if a resident has any additional services that is contracted for.

3.04 Arrangements for premium channels and services and any contracted equipment for such services is between Charter Communications and the resident student. Residential Life is not involved in delivery, installation, billing, or any support activities.

3.05 The current service agreement expires on July 31, 2013.

3.1 Service Locations

The University will require that service be provided to the locations listed in 3.0 above. In addition, it must be recognized that service may be required elsewhere on campus and that arrangements will need to be made to provide that service at the same unit cost as provided for at the current locations that will be outlined in the contract resulting from this RFP process.

Likewise, it is very possible that additional buildings (residence hall and otherwise) will be added during the term of this contract and that service may be required. In that event, service will be provided by the contractor. If the installation of any wiring and/or equipment is necessary, the University may have the contractor install such equipment and/or wiring at an additional cost as agreed to in writing by both parties. The monthly cost to provide such service will be at the same unit cost as outlined in the contract that will result from this process.

In addition, it is also possible that there will be areas removed from this contract for various reasons (including, but not limited to such things as building decommissioning, service is no longer required, building lease has expired or will not be renewed, etc.) and if that does occur, the monthly cost will be reduced at the same unit cost as outlined in the contract that will result from this process.

3.2 Service Availability

Service will be required at all contracted locations for the entire year.

It is recognized that most residence hall locations will only be fully occupied between the later part of August through early or mid-May. However, there will be some summer residents and there may also be service used by summer conferences and groups occupying the residence halls.

Of the jacks currently in Residential Life operated facilities, about 200-300 are typically used during the non-regular academic year months.

3.3 Cabling and Equipment

As noted earlier in this RFP, the University will own the cable wiring, material, and equipment that comprises the cable distribution system at the conclusion of the current contract.

The vendor shall be responsible for providing all other cabling and equipment necessary for signal distribution in the service areas as outlined in this RFP.

As noted earlier in this RFP, the vendor maybe required to provide wiring and equipment necessary to provide service to any new buildings or facilities at an additional agreed upon cost.

Residents/occupants are responsible to provide the required cable from the cable TV jack to the TV.

Residents/occupants may not be required to have, purchase or lease any additional equipment in order to receive the basic TV services as outlined in the contract that will result from this RFP process.
3.4 Cable TV Service Requirements – Basic, Premium, Pay-Per-View

Vendors must include in their proposal the following:

a. Basic Service - Vendors must include the channel line-up listed in below as part of the basic package:

- KTCA       PBS (Minneapolis/St. Paul)
- WFTC       MY (Minneapolis/St. Paul)
- WCCO       CBS (Minneapolis/St. Paul)
- KSTP       ABC (St. Paul/Minneapolis)
- KAAL       ABC (Austin/Albert Lea)
- Channel available for MSU use
- KMSQ       PBS (Austin)
- KMSP       FOX (Minneapolis/St. Paul)
- KEYC       CBS (Mankato)
- KARE       NBC (Minneapolis/St. Paul)
- CW Network (Mankato)
- KEYC – DT2 FOX (Mankato)
- Showtime
- HBO
- Big Ten Network
- MSNBC
- Lifetime
- TBS
- Fox Sports Net North
- ESPN
- ESPN2
- Speed Channel
- NBC Sports Network
- Food Network
- TruTV
- HGTV – Home & Garden
- E! Entertainment
- A & E
- BET
- VH-1
- MTV
- Comedy Central
- SyFy
- fx
- TNT
- USA Network
- Spike TV
- TLC
- Discovery Channel
- History Channel
- Travel Channel
- National Geographic
- Animal Planet
- Cartoon Network
- Nickelodeon
- Bravo
- Disney Channel
- ABC Family
- The Weather Channel
- FOX News Channel
- CNN
- CNN Headline News
- American Movie Classics
- Public Access Channel

It is also required that the vendor provide the broadcast of MSU hockey games when it is available in the Mankato community.

Broadcasts of the Minnesota State High School Tournaments must also be made available through the contract that results from this RFP.

It is also requested that vendors look to include channels in the line-up such as:

NHL Channel
MLB Network
NFL Network
History 2
ION TV
ESPN U
Teen Nick
ESPN News

The University is also interested in other channels that may be proposed in RFP responses for consideration by the University.

b. Premium Channels – Identify premium channels available and the cost for those channels.

c. Pay per View Capability – List whether pay per view programming is provided. Identify additional components (e.g. converters) needed and the additional cost to make this capability available.

d. Equipment Available – Identify any equipment that may be available to receive any additional channels and services and the cost of such equipment.

The vendor shall be responsible for any agreements needed with content providers to deliver programming to the University.

Vendors must note that should student choose to subscribe to premium channels or use pay per view capability, or rent any extra equipment, that the subscription and billing agreement will be directly between the vendor and the student including the installation and responsibility of any equipment. The University will not be responsible for any charges for these services.

Table C must be completed and included with the RFP response.

3.5 University Program Origination and Local Channels

While the University currently does not originate any programs locally it may choose to do so. As such, vendors responding to this RFP should indicate how they could accommodate this requirement. In designing their service, the vendor should consider accommodating up to three origination points.

In addition to accommodating origination points, the University is requesting that the vendor provide a minimum of three channels that can use for internal programming.

3.6 University Closed Circuit Cable TV System

The cable system and service solution proposed must allow any of the University originated programs to be transmitted to all of the University internal video system connections including residence hall complexes without the program being transmitted to outside the University system. Any equipment needed to accommodate this closed circuit arrangement should be included.
The University may originate these programs live from any of the originating points on campus or deliver a
pre-recorded program to the vendor for broadcast.

3.7 Connection to Public Access Channel and Other Carriers

Vendors must be able to transmit any of the University originated programs on public access channels if
requested by the University. Additionally, vendors must agree to route signals to any and all carriers requesting
University programming provided they have obtained appropriate approval from the University.

3.8 Existing Cable TV Connections to Non-Residence Hall Buildings

At present Charter Communications provides cable television service in buildings other than those operated by
the Department of Residential Life. Those buildings currently served are noted elsewhere in this RFP. Vendors
responding to this RFP shall continue to provide this connection and others as requested by the University. It is
expected that the contractor will include the cost for these outlets at the same per jack rate as the residence halls.

3.9 Analog/Digital Signal Conversion

The University recognizes that the FCC requires that television broadcast signal be digital, but also recognizes
that not every user will have a digital TV. Vendors responding to this RFP must indicate how they propose to deliver
cable service to users with analog sets.

It is desirable that vendors look for ways to convert the digital signals that minimizes converters. Examples
include deploying converters at aggregation points that can serve multiple analog sets.

3.10 Alternate Forms of TV Signal Distribution

The University is open to alternate forms of delivery other than use of HFC cable from video head end.
Examples include satellite or IP based delivery. Vendors choosing to propose these alternate forms of delivery must:

a. Be authorized by law and regulatory authorities to provide these services.
b. Be able to meet the mandatory requirements of this RFP
c. Be able to demonstrate that the quality of the service is equal or better than that delivered by the
existing HFC environment.

Vendors proposing IP based TV should note that the current internet service is delivered by Charter Communications
under a separate agreement. While the Ethernet equipment and the cabling infrastructure is owned by the University, it is
managed and supported by Charter Communications.

Vendors proposing IPTV should describe what is needed to deliver IPTV signal and how they propose to integrate and
support it in within the current infrastructure framework.

3.11 Billing

Vendors shall provide a single bill for all campus services to the Department of Residential Life for payment.
The bill shall be for basic service only. Vendors should indicate whether they prefer to bill the annual amount over nine
months or twelve months. The University is open to either arrangement.

3.12 Minimum Level of Commitment

Vendors are asked to provide service cost for 1,700 cable TV outlets. They should provide a per TV outlet cost
(addition or deduct) if the number of outlets differs from 1,700. Vendors should identify the minimum number of TV
outlets the University must commit service for their price to remain valid. It is desirable that the vendor propose a
percentage range for which their price would remain valid beyond which addition or deduction would apply.
3.13 **Trouble Reporting and Problem Resolution**

Vendors must provide the following in order to manage poor reception issues and service outages:

A. Provide a telephone number for reporting problems 24 hours x 7 days.
B. Respond within one hour with an update on problem resolution.
C. If on-site presence is required to resolve problems, vendors must be on-site within four hours from the time the trouble is reported.
D. For emergency service the vendor must be able to have personnel on-site in less than 2 hours if service restoration requires on-site presence. The University will determine what constitutes emergency service.

3.14 **Scheduled Maintenance Window**

Vendors should identify the window for any scheduled maintenance. The University desires that scheduled maintenance window be between 4 am and 7 am.

When scheduled maintenance is required, the vendor shall give the University at least 48 hour prior notice.

3.15 **Service Level Agreement**

Vendors must include as part of their response a copy of their service level agreement and clearly identify how they address the service requirements identified in the RFP.

3.16 **Periodic Meetings and Performance Reporting**

The University requires that the vendor meet periodically (no less than quarterly) to review performance for the past period, system usage, any outstanding problems and steps being taken to resolve outstanding issues. Vendors are asked to respond with:

A. The type of information or reports that they could bring to the meeting (e.g. # of trouble reported, average time to resolve, etc.)
B. Access – how are the reports made available to the University – paper or electronic?

3.17 **Other Capabilities**

The University is interested in other value added capabilities that the vendor may be able to provide as part of Cable TV service. Please do not include provision of internet service as part of Cable TV service. The University currently has a separate internet service agreement with Charter Communications that does not expire at this time.

3.18 **Implementation Schedule and Project Plan**

The University planned implementation is as follows:

a. Contract signed by the end of May 2013.
b. Cable TV service availability August 1, 2013.

Vendors must be willing to meet the planned the above dates.

Before implementation can begin, the vendor must provide a schedule of activities for review and approval by the University’s Project Manager. The schedule must identify major tasks with appropriate start and completion dates and responsible entity. Any task not specifically stated to be University’s responsibility, will be considered to be the vendor’s responsibility.

During installation, the vendor shall perform all tests necessary to ensure that the equipment being installed is ready for cut-over. Vendors must include a sample project plan as part of their response.
The vendor must work with the current contractor and the University on service conversion if the contractor selected is not the one currently providing service. Any service outage at the time of the conversion must remain at a minimum and the outage must be agreed to by the University.

3.19 Client References and Site Visits

Vendors must provide a minimum of three client references. Client references must include the following:

A. Name, Organization, Address, Telephone Number, E-Mail Address
B. Service being provided, start date of service.

The University evaluation team will make all reasonable attempts to reach the specified references. In the event references do not call back, the evaluation process will consider it a no reference.

References should be from an entity similar to that of Minnesota State University, Mankato in terms of size and scope of service to be provided.

3.20 Manufacturer and Subcontractor Relationship

Vendors must include their relationship (i.e., distributor, branch, partner, etc.) with the manufacturer for all the components being proposed. Vendors must specify if any portion of the work is to be subcontracted and the name of the subcontractor must be provided. In any event, the vendor shall remain fully responsible to the University for performance of all items under the contract.

3.21 Customer Provided Equipment

Vendors must clearly identify any equipment or services that it expects the University to provide to make the overall system and service operational.

3.22 Service Literature

Vendors must include as part of their response service literature that describes the service that will be provided.

3.23 Space And Environmental Requirements Information

Vendors must provide space, electrical, and cooling requirements for any equipment it proposes to install on University premises as part of delivering the service.

Section IV. Costs

4.0 Costs

Vendors are requested to use Tables A and B to complete their proposal cost. Any assumption in developing costs should be clearly documented. Vendors should not include any sales tax in their cost. If there are any fees such as City of Mankato franchise fees and other mandated fees, they must be clearly identified in the response.

4.1 Table A: Cable TV Service Cost

One Time Cost: Vendors are requested to use provide one time cost for hardware/software and any installation activities to establish the service.

Annual Cost: This is the cost to provide service to 1,700 TV outlets. In providing annual cost, vendors should consider the drop in usage during the summer months and break periods as outlined in this document.

Billing Horizon: Identify if the annual cost will be spread across 9 or 12 months.
Add/Delete: Provide unit cost to add or delete a TV outlet from the base of 1,700 jacks.

Minimum Commitment: Identify the minimum number of TV outlets that the University must subscribe for the annual and the unit price to remain valid.

Other Features/Functions: Describe or list cost for other features or functions that is not part of the basic service (e.g. set-top boxes, premium channels, pay-per-view etc.).

4.2 Table B: Other Costs

The vendor must list any other costs the University may incur. Cost for any alternate distribution methods proposed should be included and described in this table.

4.3 Payment by the University

In the proposal response there must be a statement on how the vendor will invoice the University. The University has been paying for cable service in monthly installments (September – May) for 12 month service. Other alternatives may be proposed and will be considered by the University. As a default the University will pay for the service on a monthly basis with an invoice from the vendor.

The invoice must be one invoice to the University sent to the Department of Residential Life for all campus services provided.

Section V. Response Submissions and Questions

5.0 Response Submission

Sealed proposals must be received at the following address not later than 2 PM CDT, on Thursday, April 25, 2013:

Institution: Minnesota State University, Mankato
Name: Donna Hensel
Title: Facilities Purchasing Coordinator
Mailing Address: 415 Malin Street
              Wiecking Center, Room 358
              Mankato, MN  56001

The responder shall submit one (1) original and seven (7) copies of its RFP response in Microsoft word format. Proposals are to be sealed in mailing envelopes or packages with along with the responder’s name and address clearly written on the outside and clearly marked:

“RFP# 187932 – RESPONSE TO MINNESOTA STATE UNIVERSITY, MANKATO – CABLE TV SERVICE RFP”

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.
5.1 University Contact and Questions

Questions regarding this RFP need to be submitted in writing, and submitted through the Purchasing website (http://www.mnsu.edu/fpurchas/) under submit questions. The questions are linked to the contact person below.

Name: Richard P. Wheeler  
Title: Assistant Director of Residential Life for Environment  
Address: 111 Carkoski Commons, Mankato, MN 56001

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Minnesota State University, Mankato 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 VI. Response Evaluation

RFP proposals will be evaluated on the following criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria Categories</th>
<th>Evaluation Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Service plan and support capability (i.e. proximity to campus, location and number of trained staff)</td>
<td>35%</td>
</tr>
<tr>
<td>2. Cost of service per year</td>
<td>30%</td>
</tr>
<tr>
<td>3. Qualifications of the vendor and their personnel, experience in providing similar service</td>
<td>15%</td>
</tr>
<tr>
<td>4. References</td>
<td>10%</td>
</tr>
<tr>
<td>5. Thoroughness of proposal</td>
<td>10%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
</tr>
</tbody>
</table>

The University reserves the right to add to the evaluation criteria after reviewing the responses.

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

Minnesota State University, Mankato reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. Minnesota State University, Mankato 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 VII. 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 Minnesota State University, Mankato 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 Exhibit B, 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, 680 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.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Insurance Requirements

A. The selected vendor will be required to submit an ACCORD Certificate of Insurance to the Minnesota State University, Mankato's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insured. The insurance policies will be issued by a company or companies having an “A.M. Best Company” financial strength rating of A-(Excellent) or better prior to execution 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

   In addition, the following coverage must be included:
   Products and Completed Operations Liability
   Blanket Contractual Liability
   Name the following as Additional Insured:
      Board of Trustees of the Minnesota State Colleges and Universities
      Minnesota State University, Mankato

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)

In addition, the following coverage should be included:

- Owned, Hired, and Non-owned
- Name the following as Additional Insured:
  - Board of Trustees of the Minnesota State Colleges and Universities
  - Minnesota State University, Mankato

4. Errors and Omissions (E & O) Insurance. The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the vendor’s professional services required under this contract. The minimum insurance amounts will be:

$2,000,000.00 per occurrence
$2,000,000.00 annual aggregate

The vendor will be required to submit a certified financial statement providing evidence the vendor has adequate assets to cover any applicable E & O policy deductible.

C. Minnesota State University, Mankato 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 Minnesota State University, Mankato and copies of policies must be submitted to Minnesota State University, Mankato'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 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 Office of the Chancellor 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 and an award decision made. 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.

**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 Office of the Chancellor’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 Office of the Chancellor 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 Office of the Chancellor 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, section 270B.02, subdivision 1, 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 Statutes Chapters 270B and 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 Minnesota State University, Mankato.

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 Minnesota State University, Mankato 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.
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: _______________ / _____ / _________
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 two (2) years. For additional information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, Minnesota 55101.

AFFIRMATIVE ACTION DATA PAGE – FOR RESPONSES IN EXCESS OF $100,000 ONLY

If a response to this solicitation is in excess of $100,000, complete the information below to determine whether the business or firm is subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement and to provide documentation of compliance if necessary. It is the sole responsibility of the business or firm to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the response and to obtain Human Rights certification prior to the execution of the contract.

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a $75.00 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 $75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101.

How to determine which boxes to complete on this form:

<table>
<thead>
<tr>
<th>complete these boxes…</th>
<th>Then you must</th>
</tr>
</thead>
<tbody>
<tr>
<td>On any single working day within the previous 12 months, the company…</td>
<td></td>
</tr>
<tr>
<td>employed more than 40 full-time employees in Minnesota.</td>
<td>Box A</td>
</tr>
<tr>
<td>did not employ more than 40 full-time employees in Minnesota but did employ more than 40 full-time employees in the state where the company is domiciled.</td>
<td>●</td>
</tr>
<tr>
<td>did not employ more than 40 full-time employees in Minnesota or the state where the company is domiciled.</td>
<td></td>
</tr>
</tbody>
</table>
BOX A – For a company which has employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months,

Its response will be rejected unless the company:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR) 
- or- 
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if the company has 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. Include a copy of your certificate with your response. Proceed to BOX D.

□ We do not have a current Certificate of Compliance but we have submitted an affirmative action plan to the MDHR for approval which the Department received on __________________(date) at __________(time). [If you do not know when the Department received your plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract can be executed. Proceed to BOX D.

□ We do not have a Certificate of Compliance and have not submitted an affirmative action plan to the MDHR. We acknowledge our response will be rejected. Proceed to BOX D.

Note: A Certificate 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 reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B - For a company which has not had more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is domiciled.

The company may achieve compliance with the Minnesota Human Rights Act by certifying it is in compliance with applicable federal affirmative action requirements.

Check one of the following statements if the company has not employed more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is located:

□ We are not subject to federal affirmative act on requirements. Proceed to BOX D.

□ We are subject to federal affirmative action requirements and are in compliance with those requirements. Proceed to BOX D.

BOX C – For a company not described in BOX A or BOX B,

The company is not subject to the Minnesota Human Rights Act certification requirement.

□ We have not employed more than 40 full-time employees on a single working day in Minnesota or in the state of our primary place of business within the previous 12 months. Proceed to BOX D.
BOX D – For all companies

By signing this statement, you certify the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company:___________________________________________________________

Authorized Signature:________________________________________________________

Printed Name:________________________________________________________________

Title:_______________________________________________________________________

Date: ________________ Telephone number:__________________________

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Unit

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

Website: www.humanrights.state.mn.us

Email: employerinfo@therightsplace.net

Metro: 651.296.5663

St. Paul, MN  55101

Toll Free: 800.657.3704

Website: www.humanrights.state.mn.us

Fax: 651.296.9042

Email: employerinfo@therightsplace.net

TTY: 651.296.1283
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, 190 East 5th Street, Suite 700, St. Paul, MN 55101; 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 two (2) 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: ________________________________________________________________

Revised 1/22/09
### Table A - One Time and Annual Recurring Cost for Cable TV Service

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost 3 year term with two 1 year extension option</th>
<th>Cost 5 year term</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. One Time Cost to provide Basic Cable TV Service</td>
<td></td>
<td></td>
<td>To establish service</td>
</tr>
<tr>
<td>2. Annual Recurring Cost to provide Basic Cable TV Service</td>
<td></td>
<td></td>
<td>Must include all of the support cost to the TV outlet</td>
</tr>
<tr>
<td>3. Billed over 9 or 12 months?</td>
<td></td>
<td></td>
<td>Monthly cost is annual cost divided by the number of months specified.</td>
</tr>
<tr>
<td>4. Annual cost to add or deduct for one TV outlet.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Minimum number of TV outlets required on an average per month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Other features or functions</td>
<td></td>
<td></td>
<td>Please describe or list. Use separate page if needed.</td>
</tr>
</tbody>
</table>
Table B – Other Costs
Table C - List of Channels to be Included in the Proposed Service