Request for Proposal
# 129475768

University Residential TV/Entertainment & Internet Service
Minnesota State University, Mankato

Facilities Purchasing Office

Request for Proposal

University Residential TV/Entertainment and Internet Service

Return proposals to:
Donna Hensel, Coordinator
Minnesota State University, Mankato
358 Wiecking Center
415 Malin Street
Mankato, MN 56001
507-389-5016
Email: donna.hensel@mnsu.edu

Current Date:  February 21, 2020

RFP Due Date:  04/07/2020
RFP Due Time:  02:00 PM
RFP Number:  129475768

Name of Vendor Firm:

Firm Contact:  ________________________________  Phone:  ________________________________

Address:  __________________________________________

Email:  ________________________________  Web Address:  ________________________________

Signature of Authorized Agent:  ________________________________  Date:  __________

Proposals are being accepted by Minnesota State University, Mankato for University Residential TV/Entertainment and Internet Services. See specifications in the RFP following.

Minnesota State University, Mankato shall bear 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. 129475768 & University Residential TV/Entertainment and Internet Service” 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.
MINNESOTA STATE COLLEGES AND UNIVERSITIES

MINNESOTA STATE UNIVERSITY, MANKATO

REQUEST FOR PROPOSAL (RFP) 129475768
For
University Residential TV/Entertainment & Internet Service

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) 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. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the 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.

February 2020
REQUEST FOR PROPOSAL (RFP)
FOR
University Residential TV/Entertainment and Internet Service

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Minnesota State RFP Template-OGC Revised December 9, 2014
Submit the Following Forms:

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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.

Minnesota State University, Mankato, a comprehensive university in the Minnesota State Colleges and Universities (Minnesota State) 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 (Minnesota State) 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://mankato.mnsu.edu/

Nature of RFP

Minnesota State University, Mankato is requesting proposals to provide networking services and TV/entertainment programming for the students who live on campus in the Resident Halls, and facilities that are managed by Residential Life. Some TV services are also available throughout the university campus as well. This RFP is undertaken by Minnesota State University, Mankato pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

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 the 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.
General Selection Criteria

Proposals will be evaluated based on both mandatory and optional services that may be provided depending on the capabilities of the service provider.

I. TV/Entertainment Service (M)
   a. Live (Twin Cities) TV network content (ABC, CBS, NBC, FOX, etc.) (M)
   b. Live TV sports content (ESPN, ESPNU, FSN, etc.) (M)
   c. On-demand TV programs and movie content (M)
   d. Diverse Content (M)
   e. Ability to view content on a variety of devices (mobile phones, laptops, smart TVs etc.) (M)
   f. No hardware required to be issued to students and maintained (M)
   g. Cable TV Service that utilizes Clear/QAM tuners (O)

II. Internet Service (M)
   a. Aggregate bandwidth for Internet service. (M)
   b. On-campus Network Management for LAN and Wi-Fi (O)

III. Combined TV/Entertainment and Internet Service (O)

NOTE: The University is NOT interested in offering any telephone or cellular service to students bundled as part of this RFP.

Providers may provide proposals for (I) TV/Entertainment Service, (II) Internet Service with or without on-campus LAN/Wi-Fi network management, or the two services combined as (III) Internet and TV/Entertainment Service. NOTE: proposals for ONLY on-campus LAN/Wi-Fi network management service without Internet Service will be disqualified. The structure of the RFP is done in this way to solicit more cost effective proposals for companies that can provide both services to the University.

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

1) Capabilities of the solution to provide highly available, dependable, very high-speed network service; high quality TV/Entertainment service with a large selection of entertainment content; or both.
2) Ability of the solution to improve service to students by means of providing very fast Internet service; high definition TV/Entertainment with a wide selection of diverse content or both.
3) Capability to provide optional services.

Selection Process

The selection process includes staff from Residential Life, residence hall students, Student Affairs and ITS. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>Day/Date</th>
<th>Timeline Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday, February 21, 2020</td>
<td>Publish RFP</td>
</tr>
<tr>
<td>Wed. March 11 – 9 a.m. – 1:00 p.m.</td>
<td>Vendor Site Walk-through in Carkoski Commons #111 (not mandatory)</td>
</tr>
<tr>
<td>Tuesday, March 17 by 4:00 p.m.</td>
<td>Deadline for Questions submitted on web site</td>
</tr>
<tr>
<td>Friday, March 20 by 4:00 p.m.</td>
<td>Answers posted on web site</td>
</tr>
<tr>
<td>Tuesday, March 31, April 7, 2020, 2:00 pm CT</td>
<td>Deadline for RFP proposal submissions</td>
</tr>
<tr>
<td>Wed. – Tues., April 8 - 14</td>
<td>Review RFP proposals</td>
</tr>
<tr>
<td>Wednesday, April 15</td>
<td>Notify finalists</td>
</tr>
</tbody>
</table>
Thurs/Friday, April 16/17, 2020 | Meet with individual finalists
---|---
Friday, April 24, 2020 | Complete selection process and notify with intent to proceed.
April 27 - May 8, 2020 | Executing Contract
Wednesday, July 1, 2020 | Proposed service(s) and capabilities are in place and available to students.

**Contract Term**

Minnesota State University, Mankato desires to enter into a contract with the successful vendor(s) effective July 1, 2020. The length of such contract(s) shall be 3 years with the option to extend to 5 years. If Minnesota State University, Mankato and the vendor is unable to negotiate and sign a contract by May 1, 2020, then Minnesota State University, Mankato 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 Minnesota State University, Mankato 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. Minnesota State University, Mankato

**Definitions**

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

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Minnesota State University, Mankato

School: Minnesota State University, Mankato

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

Residential Life: University staff that provide resident hall students with services and manage the facilities and services for students.

Residential Life Facilities:
1. On-Campus Facilities
   a. Crawford (750 beds in 374 rooms)
   b. McElroy (750 beds in 392 rooms)
   c. Julia Sears (608 beds in 341 rooms)
   d. Preska (490 beds in 269 rooms)
2. Near-Campus Facilities
   a. Stadium Heights (450 beds in 384 rooms in 8 buildings, plus an office)
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 Vice President for Finance and Administration.

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.

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.

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 (Minnesota State) 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 Cable TV Service Description

3.01 Charter Spectrum provides full Cable TV service to each room in the Residence Halls and other locations on campus where such service is required, without the need for cable boxes (students can use a TV with a Clear QAM tuner). All channels are provided in HD and includes HBO and Showtime. A current channel lineup is available at https://link.mnsu.edu/tv. Service is provided to approximately 1,773 TV outlets in the campus residence halls (Crawford Residence Community, Julia Sears Residence Hall, Margaret Preska Residence Community, McElroy Residence Community), a leased apartment complex close to campus (Stadium Heights), Carkoski Commons, Centennial Student Union, Otto Recreation Center, Myers Field House, Taylor Center, Memorial Library and Nelson Hall.

3.02 Of the current 1,826 cable TV jacks 1,773 are located in Residential Life operated locations and 40 are located elsewhere on campus. 13 are located in the Verizon Wireless Center.

3.03 The RF cable distribution plant is owned by the University. The current contract does require that the contractor provide service elsewhere on campus as requested at the appropriate cost as outlined in the contract.

3.04 Charter Spectrum also provides SpectrumU streaming/on-demand service for access to live TV programming and on-demand TV programs and movies (including HBO and Showtime) to students using a browser or to mobile devices through an app. SpectrumU is available to all students, faculty and staff as long as the device is on the Residential Life or University LAN or Wi-Fi network.

3.1 TV Service Locations

The University will require that service be provided to the locations listed in 3.01 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 TV/Entertainment 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 Cable jacks currently in Residential Life operated facilities, about 200-300 are typically used during the non-regular academic year months.

3.3 TV 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 may be 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.

4.0 Current Network-Internet Service Description

4.01 The University currently is provided Internet service through Charter Spectrum (formerly Charter Communications). Charter Spectrum provides aggregate bandwidth and Internet service through redundant fiber connections to the University’s Residential Life facilities. Charter Spectrum also provides network service through fiber to Stadium Heights.

4.02 Every room is provided with two RJ-45 Ethernet jacks. One jack is reserved for a Cisco AIR-CAP702W wireless access point which has 4 additional Ethernet Jacks. The other jack is available for student use. Note that students may use the Ethernet jacks on the AIR-CAP702W access points.

4.03 Students must authenticate for network access or register the device prior to the device’s ability to connect to the network. Authentication is provided back to the University’s Active Directory which verifies that the account is active and the student is a current resident.

4.04 The University’s IT Solutions networking staff oversees the design of the network and approves the user experience.

4.05 The University’s IT Solutions Center has a dedicated support staff member to provide level one support for students to help them get their devices connected, for initial troubleshooting device connectivity issues, to manage the PacketFence network access device, and to call the service provider in case of a service request or incident.
4.06 The University owns all Cisco 170 switches, 1900 access points and two Cisco AIR-CT8510 wireless controllers two cores, all Ethernet cabling throughout each building, as well as fiber connecting each wiring closet to the central core switch location.

4.07 Charter Spectrum owns the main border router, PacketFence, IP address space, DHCP server, and fiber coming into the University locations as well as Stadium Heights.

4.08 The current agreement is available for renewal July 31, 2020.

5.0 Current Network Management Service Description

5.01 Charter Spectrum provides configuration, management and support of the LAN and Wi-Fi networks in each of the residential buildings including Stadium Heights. Authentication is provided by the University and a PacketFence server provides network access control for student residential devices after they register the device.

5.02 Charter Spectrum responds to equipment failures, network service failures, or Internet service failures and resolved the issues.

5.03 Charter Spectrum provides level-two support to resolve student connectivity issues.

5.04 Charter Spectrum monitors equipment and services for unscheduled services outages.

5.05 Charter Spectrum is under contract to configure the network within the specifications and designs of the University’s IT Solutions networking division. Charter provides configuration files to IT Solutions as well as an inventory of equipment.

5.06 Charter Spectrum meets monthly with the University’s Residential Life and IT Solutions to review service quality and issues.

5.07 Charter Spectrum returns failed Cisco equipment to IT Solutions who works with Cisco for replacement equipment.

6 RFP Questions

The rest of this section identifies specific requirements. Requirements are marked as either mandatory (M), desirable (D), or Optional (O). In responding to this section, the following must be provided:

A. Vendors must be able to meet the mandatory requirements and indicate in the affirmative that they comply with the requirement.

B. Vendors must clearly indicate if they are able to provide desirable features. If they do, they should indicate how the feature is activated or implemented. Cost for the desirable feature (if not included in the cost tables) should be provided separately. If the vendor identifies that they can provide the desirable feature but does not include associated cost, the University will assume that there is no cost for the feature and if the vendor is selected, they will be required to provide the feature at no cost. Optional Items are left up to the vendor to provide or propose at their discretion.

C. Vendors must provide answers to specific questions asked and respond to request for description in Table-A through Table-J. Simply indicating that they comply is not sufficient. Lack of a response to a question or request for additional information may impact the evaluation of a vendor’s proposal.
NOTE: Respondents to the RFP can propose to either:

a. TV/Entertainment (or cable) service along with any options such as mobile/on-demand programming.
b. Network/Internet Service with or without the option of Network Management Service.
c. TV/Entertainment (or cable) service along with any options such as mobile/on-demand programming AND Network/Internet with or without the option of Network Management Service.

NOTE: any response that only provides a proposal for option without a mandatory service will be disqualified. For example, a proposal for Network Management Service only without Network/Internet Service, or a proposal for live Cable TV service without mobile/on-demand service will be disqualified.

6.2 TV/Entertainment Service Solution Requirements – NOTE: Respond to each question below in Table-A, in Section VI. RFP Responses. If the proposal does not include Cable TV Service, indicate this in Table-A in Section VI RFP Responses.

A. Indicate your understanding of the University’s environment and service locations - that there are currently 1,773 Cable TV jacks in the on-campus residence halls (Crawford Residence Community, Julia Sears Residence Community, Margaret Preska Residence Community, and 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, Memorial Library and Nelson Hall. Of the current 1,826 cable TV jacks 1,773 are located in Residential Life operated locations and 40 are located elsewhere on campus. 13 are located in the Verizon Wireless Center. (M)

B. Provide a list of programming and stations that are part of this proposal including networks, premium channels, live (Twin Cities) TV network content (ABC, CBS, NBC, FOX, etc), live TV sports content (ESP, ESPNU, FSN, etc), on-demand TV programs and movie content. Note: High Definition (HD) programming is mandatory. (M)

C. Explain how your proposal will accommodate residence hall students. (M)

D. Explain how your proposal will accommodate guests in the residence halls during semester breaks and summer. (M)

E. Explain how your proposal will accommodate other buildings and departments on campus who desire Cable TV service. (M)

F. Explain what equipment will be needed to be provided by students, faculty, staff and visitors to view programming. (M)

G. Explain what additional back-end equipment or software will be required by the University to provide programming to students, faculty, staff and visitors. (M)

H. Explain if the campus community as a whole will be able to view programming. (M)

I. Explain how billing will work. Currently, the cost for basic service is billed to Residential Life monthly for the months of September through May, with full service available as needed for the entire 12-month calendar year. (M)

J. Indicate your understanding that the University will not be required to negotiate and sign any agreements for programming – that this will be the responsibility of the proposing company to secure programming and agreements. (M)

K. Explain what the remedy will be if programming is not able to be provided in case of a contract renewal dispute with a network or content provider. (M)
L. Indicate your understanding that the University will not be responsible for issuance of any equipment for tuning or playing content. This will be the responsibility of the provider and/or the viewer. (M)

M. Provide a current list of devices (and requirements for those devices) that can view programming. E.g. SmartTV, Roku, Fire, ChromeCast, and what versions. (M)

N. Describe if your proposal will utilize traditional Cable TV and RF cabling and jacks (using a Clear/QAM tuner), IPTV or something else. (M)

O. Indicate your understanding that any authentication to the campus will authenticate using SAML (M).

P. Indicate if the University will be provided a channel for programming and to what extent would that programming be viewable outside of the University campus. (O)

6.3 Internet Service Requirements – NOTE: Respond to each question below in Table-B, in Section VI. RFP Responses. If the proposal does not include Network/Internet Service, indicate this in Table-B in Section VI RFP Responses.

A. Indicate your understanding of the University’s environment and service locations - that there are currently 2,601 jacks and 1900 wireless access points within the on-campus residence halls (Crawford, Julia Sears, McElroy, Preska and Stadium Heights). (M)

B. Indicate your understanding that this proposal is for Internet connectivity at the main Res Life core router/switch as well as Stadium Heights, and understanding that there is no fiber that connects between the main campus and the Stadium Heights complex and its buildings. (M)

C. Indicate your understanding that future residential buildings may be constructed that will require Internet service that is the same as being provided in this proposal and the understanding that the University will work with the vendor to provide that service. (M)

D. Indicate your understanding that students today and in the future need Internet service (including aggregate, device bandwidth, and low latency) that is adequate for their academic needs as well as for communication and entertainment needs. (M)

E. Indicate your understanding that students will have many devices that will need to be supported on the network and each student may have several different devices registered on the network. (Gaming, streaming, speakers, etc) (M)

F. Describe the Internet service in your proposal including aggregate bandwidth available, as well as individual bandwidth guaranteed (maximum and minimum) for uploads and downloads. (M)

G. Describe what network redundancy is provided in your proposal. (M)

H. Provide detail of how the service, equipment and connections are monitored for normal usage, unusual usage or conditions, and failures. (M)

I. Provide the hours of disruptive and non-disruptive planned maintenance that is typical. (M)

J. Describe in detail how we will contact support, what support options are available to us, and how we can request on-site support and to what extent is on-site support available to us. (M)

K. Provide a Service Level Agreement (SLA) for your service proposal. (M)

L. Describe what remedy is reasonable for failure to meet the SLA. (M)

M. Describe what provisions will be in place for identifying and mitigating situations, like certain devices disrupting service to other devices, malware, copyright infringement notifications, abuse complaints, etc. (M)

N. Disclose what protections will be in place to protect student devices from malicious activity from the Internet, and to protect the Internet from malicious users or devices on the University’s network. (M)

O. Network Service Provider will need to allocate a block of contiguous IP Address space to be issued to student devices. This is important because many software licenses and
subscriptions to services depend on the device’s IP Address and are limited to the IP Address ranges provided to the software or service vendors. Network Address Translation methods are discouraged since it may limit usability of devices. Indicate that this this proposal is able to accommodate this requirement. (M)

P. Indicate your understanding that a 10 Gbps cross-connect(s) will be provided that will bypass the commodity Internet for traffic to and from the campus and Residential Life networks.

Q. Propose an Internet service that will be perceived as very fast (100 Mbps minimum or faster for download speeds) from the student’s perspective and easily able to handle demands for streaming, gaming, downloads, uploads, etc. Ideally, all of the available bandwidth will be available to students to use during that time (bursting above the minimum if available). Also, provide plans for increasing bandwidth in the future to meet future needs if needed. Provide in your proposal an aggregate speed as well as maximum and minimum speeds as well as any other features of your service that will add value to your proposal (M).

R. Indicate your understanding that Abuse, takedown notices, copyright violations, etc. will be handled by the Internet provider and passed to the Network Management Provider / Residential Life staff for enforcement. Serious active abuse or devices that have adverse affects to the network or other devices/users on the network may be disabled immediately from the network. Residential Life authorized staff may request that devices or all of a student’s devices be disabled from the network upon request. Logs and evidence may be requested by authorized Residential Life staff and will need to be provided while fully adhering to FERPA and Minnesota Government Data Practices Act. Under no circumstances is any private, public or educational information allowed to be gathered, saved stored or given out to anyone with the exception of authorized Residential Life staff.

6.4 Network Management (Optional) Requirements – NOTE: Respond to each question below in Table-C, in Section VI. RFP Responses. Network Management service can only be proposed if Network/Internet service is proposed. This option is not a stand-alone service. Likewise, the Network Management option is NOT required to be proposed if Network/Internet Service is proposed. Indicate this in Table-A in Section VI RFP Responses.

A. Provide a proposal to manage the Residential Life network service (LAN and Wi-Fi) and the equipment owned and provided by Residential Life. (M)

B. Indicate your understanding that the network must protect in two ways: (M)
   a. to protect student users and devices from malicious activity on the Internet.
   b. to protect the Internet users and devices from any malicious user activity, malware or hacking from the Residential Network.
   This will be accomplished using modern methods and reasonable methods; but also allow students to get to resources and information that they need.
   Provide a description of how this will be accomplished and managed in your proposal.

C. Indicate your understanding that any reported malicious or suspicious activity will be investigated and mitigated by the Service Provider. (M)

D. Indicate your understanding that the network design will be provided by the University IT Solutions network team and the Service Provider will be responsible for implementing the design and managing the networks. (M)

E. All of the 170 network switches will need to be replaced during the summer of 2020. All 1800 wireless access points will need to be replaced during winter break 2020/2021 because they are nearing or at Cisco’s end-of-life. The switches will be replaced with Cisco Catalyst 9300 48-port switches and the replacement access points are yet to be determined. In addition, the Cisco Wireless Controllers will need to be replaced as well as
the Cisco Catalyst 6800 core. Explain how your Network Management solution will be able to accommodate large scale replacements of equipment. (M)

F. There is a desire to use eduroam for secure encryption and wireless roaming at any Higher Ed institution. Ideally, when a student is on the University campus Wi-Fi, they will use the eduroam network with a secure certificate issued by the University. When they roam onto the Residential Life network, they will still use the eduroam SSID and all traffic will continue to be routed through the Residential Life Network/Internet Service. (See the next section G. for detail of the user experience). Explain how you will work with the University to make this scenario functional and explain the anticipated costs for making this configuration work. (M)

G. Indicate your understanding that a cross connect will exist that will provide a direct route between the Residential Life and University Campus network so that traffic between the two networks will not need to traverse the Internet. (M)

H. User Experience: Residential Life and IT Solutions intend to improve the student experience by more closely integrating with the University’s campus network and simplifying usability. This usability will need to be developed, tested and implemented along with IT Solutions.

- For Wi-Fi, students can configure eduroam prior to or when they arrive on campus using the University’s SecureW2 service to authenticate and install a certificate. The certificate will allow the device to access any eduroam network and will not be affected by periodic password changes.
- When students are on the Residential Life network (eduroam or LAN), IP traffic will be transported on the Provider’s network. When the student roams onto campus (Wi-Fi eduroam), the device will continue to pass traffic through the Residential Life network.
- When a student is no longer living in the Resident Halls, she or he will be shifted to the University Campus eduroam network. For non-Resident Hall students who visit the Residence Halls, they will connect to the eduroam network within the Residence Halls, but their traffic will be routed through the University Campus network (all through the cross-connect). The University’s RADIUS server will have the capability to determine if the student is a resident or not.
- For devices like IoT, gaming devices, etc., the student will be provided a web site to register the MAC address of a device that will not work with an eduroam certificate. The user will be provided a WPA2-PSK pass phrase which will allow the device to get network access. (This will replace the current PacketFence appliance)
- For Ethernet, the spare jack in the rooms will be disabled unless the student requests it to be activated. Students will plug an Ethernet cable (that they supply) into the Ethernet jack within the access point. No authentication or registration will be required for Ethernet jacks.
- The network will support devices that students use in their residential rooms including (but not limited to) game consoles, streaming devices (e.g. Chromecast, Roku, Apple TV, FireTV, Smart TV’s, etc.), wireless printers, IoT devices, etc.
- If the student is no longer a resident, the device(s) associated with that student will be switched to the University’s campus eduroam network and traffic will be routed through the University’s campus network. IoT devices registered by the student will no longer work on the campus network.
- A guest SSID will be available during the summer months between the end of spring semester to the beginning of fall semester to accommodate student orientation sessions, camps, and other summer activities for guests.
- 10 Gbps cross-connect(s) will be provided that will bypass the commodity Internet for traffic to and from the campus and Residential Life networks.
- Internet service will be very fast (100Mbps minimum or faster for download speeds) from the student’s perspective and easily able to handle demands for streaming, gaming, downloads, uploads, etc. Ideally, available bandwidth will be available to students during
that time (bursting above the minimum if available). Also, provide plans for increasing bandwidth in the future to meet future needs if needed.

- Abuse, takedown notices, copyright violations, etc. will be handled by the Internet provider and Network Management Provider and passed to Residential Life staff for enforcement. Serious active abuse or devices that have adverse affects to the network or other devices/users on the network may be disabled immediately from the network. Residential Life authorized staff may request that devices or all of a student’s devices be disabled from the network upon request. Logs and evidence may be requested by authorized Residential Life staff and will need to be provided while fully adhering to FERPA and Minnesota Government Data Practices Act. Under no circumstances is any private, public or educational information allowed to be gathered, saved stored or given out to anyone with the exception of authorized Residential Life staff.

- Sites that are known to be malicious may need to be blocked to and from the Residential Life network upon request of IT Solutions or Residential Life. The Network Management Provider may reactively remediate and block traffic to and from malicious sites, networks or addresses that may be a high risk to Residential Life students and devices or those that may be inappropriate or illegal.

- A firewall will need to be managed and monitored to reduce risk and prevent malicious activity. IT Solutions will work with the Network Management Provider to help determine proper security policies. Logs must be maintained for 90 days and then deleted/purged. Log data may be requested at any time to investigate suspicious or malicious activity.

6.5 Service Pricing – NOTE: Respond to each question below in Table-D in Section VI. RFP Responses. Price for service(s) proposed must be fully disclosed in Table-D. Network Management service can only be proposed if Network/Internet service is proposed. This option is not a stand-alone service. Likewise, the Network Management option is NOT required to be proposed if Network/Internet Service is proposed. Indicate this in Table-A in Section VI RFP Responses. See Table-D for specific instructions.

Information Contact

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

Name: Bryan Schneider
Title: Assistant CIO & Director of Technology Solutions
Address: 3010 Memorial Library
Telephone: (507) 389-5993
E-mail address: bryan.schneider@mnsu.edu

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 IV. Response Evaluation

The following criteria and their identified weight will be used by Minnesota State University, Mankato to evaluate the responses:

<table>
<thead>
<tr>
<th>Entertainment Service Response Evaluation (Tables A and D)</th>
<th>Evaluation Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each vendor submission for Entertainment Services will be evaluated as follows:</td>
<td></td>
</tr>
<tr>
<td>1. Overall Solution Requirements. Capabilities of the solution to provide high quality TV/Entertainment service with a large selection of entertainment content including live and on-demand content.</td>
<td>30%</td>
</tr>
<tr>
<td>2. Completeness, thoroughness and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed in Table-A</td>
<td>25%</td>
</tr>
<tr>
<td>3. Consistency of the proposed solutions to Minnesota State University, Mankato’s present and future needs.</td>
<td>25%</td>
</tr>
<tr>
<td>4. Cost of Entertainment Services in relation to the level of service provided. Initial and on-going maintenance fees.</td>
<td>20%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Network/Internet Service Response Evaluation (Tables B and D)</th>
<th>Evaluation Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Overall Solution Requirements. Capabilities of the solution to provide highly redundant, very high-speed network service.</td>
<td>30%</td>
</tr>
<tr>
<td>2. Completeness, thoroughness and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed in Table-B.</td>
<td>25%</td>
</tr>
<tr>
<td>3. Consistency of the proposed solutions to Minnesota State University, Mankato’s present and future needs.</td>
<td>25%</td>
</tr>
<tr>
<td>4. Cost of Network/Internet Service in relation to level of service to be provided. Initial and on-going maintenance fees.</td>
<td>20%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPTIONAL Network Management Response Evaluation (Tables C and D)</th>
<th>Evaluation Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Network Management proposals must be accompanied by a Network/Internet Service proposal.</td>
<td></td>
</tr>
<tr>
<td>1. Overall Solution Requirements. Capabilities of the solution to provide high quality, very responsive network management services.</td>
<td>30%</td>
</tr>
<tr>
<td>2. Completeness, thoroughness and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed in Table-C.</td>
<td>25%</td>
</tr>
<tr>
<td>3. Consistency of the proposed solutions to Minnesota State University, Mankato’s present and future needs.</td>
<td>25%</td>
</tr>
<tr>
<td>4. Cost of Network Management Services in relation to level of service to be provided.</td>
<td>20%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Multiple Services Proposed Evaluation (Table D)</th>
<th>Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Overall Solution Requirements. Capabilities of the combined solutions to provide higher quality services than one solution from a vendor.</td>
<td>5</td>
</tr>
<tr>
<td>2. Cost: Discount on proposed package(s)</td>
<td>5</td>
</tr>
<tr>
<td>TOTAL</td>
<td>10</td>
</tr>
</tbody>
</table>

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 V. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors

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

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

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 the Affidavit of Non-Collusion form 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.

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.

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 Minnesota State and the Legislative Auditor’s Office for six (6) years after the termination/expiration of the contract.

Minnesota Government Data Practices Act

A. Data Ownership and Control.

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU 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 §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MnSCU.

MnSCU solely and exclusively owns and retains all right, title, and interest, whether express or implied in and to its data. For purposes of this section “MnSCU data” has the meaning of “government data” in Minn. Stat. §13.02, subd. 7. CONTRACTOR has no and acquires no right, title, or interest, whether expressed or implied, in and too MnSCU data.

B. Public Data Requests.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MnSCU. MnSCU will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

C. Not-Public Data.

The CONTRACTOR acknowledges that the Contract may allow it to access private data, including but not limited to “educational data” as defined at Minnesota Statutes § 13.32; “not public data” as defined at Minnesota Statutes § 13.02, subd. 8a; and “nonpublic data” as defined at Minnesota Statutes § 13.02, subd. 9. CONTRACTOR is responsible for maintain the confidentiality, security, and protection of MnSCU data related to the Contract.

The CONTRACTOR further acknowledges that for the purposes of this Contract it will be designated as a “school official” with “legitimate educational interests” in MnSCU’s data, as those terms have been defined under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, and the CONTRACTOR agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. The CONTRACTOR will use MnSCU data only for the purpose of fulfilling its duties under this Contract, and will not monitor or share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by MnSCU. CONTRACTOR will not access MnSCU user accounts except to respond to service or technical problems or at MnSCU’s specific request.

The CONTRACTOR agrees that no MnSCU data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by MnSCU contract
administrator or delegate. CONTRACTOR must ensure that any contractors, subcontractors, agents and others to whom it provides MnSCU data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to CONTRACTOR with respect to such data.

D. Security Incidents.
If CONTRACTOR becomes aware of a privacy or security incident regarding any MnSCU data, CONTRACTOR will immediately report the event to MnSCU and MnSCU’s Chief Information Security Officer. The decision to notify and the actual notifications to the MnSCU’s data subjects affected by the security or privacy incident is the responsibility of MnSCU. Notwithstanding anything to the contrary in this Contract, the CONTRACTOR shall indemnify, hold harmless and defend MnSCU and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy or security incident involving any MnSCU data. CONTRACTOR shall reasonably mitigate any harmful effects resulting from any privacy or security incident involving any MnSCU data.

For purposes of this sub-section, "security incident" means the successful unauthorized access, use, disclosure, modification or destruction of data or interference with system operations in an information system. For purposes of this sub-section, "privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) and/or federal privacy requirements in federal laws, rules and regulations. This includes, but is not limited to, improper or unauthorized use or disclosure of not public data, improper or unauthorized access to or alteration of public data, and incidents in which the confidentiality of the data maintained by CONTRACTOR has been breached. For purposes of this section, “not public data” has the meaning in Minnesota Statutes section 13.02, subdivision 8a.

E. Security Program.
CONTRACTOR must make all commercially reasonable efforts to protect and secure MnSCU data related to this Contract. CONTRACTOR will establish and maintain an Information Security Program (“Program”) that includes an information security policy applicable to any and all cloud computing or hosting services (“Policy”). CONTRACTOR’s Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology (“NIST”) 800-53 Special Publication Revision 4, Federal Information Processing Standards (“FIPS”) 199, Federal Risk and Authorization Management Program (“FedRamp”), or Control Objectives for Information and Related Technology (“COBIT”). For purposes of this section, “cloud computing” has the meaning defined by the U.S. Department of Commerce, NIST Special Publication 800-145, currently available online at: http://src.nist.gov/publications/nistpubs/800-145/SP800-145.pdf.

CONTRACTOR will make its Policy available to MnSCU on a confidential, need-to-know basis, along with other related information reasonably requested by MnSCU regarding CONTRACTOR’s security practices and policies. Unless inconsistent with applicable laws, CONTRACTOR and MnSCU must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minnesota Statutes §13.37.

F. End of Agreement Data Handling.
All MnSCU data shall be remitted, in a mutually agreeable format and media, to MnSCU by the CONTRACTOR upon request or upon completion, termination or cancellation of this Contract. The foregoing sentence does not apply if MnSCU’s Chief Information Security Officer or delegate authorizes in writing the CONTRACTOR to sanitize and/or destroy the data and the CONTRACTOR certifies in writing the sanitization and/or destruction of the data. Ninety days
following any remittance of MnSCU data to MnSCU, CONTRACTOR shall, unless otherwise instructed by MnSCU in writing, sanitize and/or destroy any remaining data and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the CONTRACTOR’s sole cost and expense.

G. Trade Secrets

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 System Office’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 System Office 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 System Office 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 Minnesota State’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 Minnesota State and Minnesota State University, Mankato.

The vendor shall recognize Minnesota State’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, Minnesota State 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.

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

Section VI. RFP Response Submission

Submission

Sealed proposals must be received at the following address not later than 2:00 p.m. CT on Tuesday, April 7, 2020

<table>
<thead>
<tr>
<th>Institution:</th>
<th>Minnesota State University, Mankato</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Donna Hensel</td>
</tr>
<tr>
<td>Title:</td>
<td>Facilities Purchasing Coordinator</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>358 Wiecking Center</td>
</tr>
<tr>
<td></td>
<td>415 Malin Street</td>
</tr>
<tr>
<td></td>
<td>Mankato, MN  56001</td>
</tr>
</tbody>
</table>

The responder shall submit seven (7) copies of its RFP response and a compact disc/jump drive with the RFP response in Microsoft Word format. 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.
RFP RESPONSE TABLES

Section III describes the specific proposal requirements in each of the specific areas where vendors must respond in the tables below. The Vendor responses in the tables below will be used to evaluate the proposed solution.

Requirements are marked as either mandatory (M), desirable (D), or Optional (O). In responding to these questions, the following must be provided:

A. Vendors must be able to meet the mandatory requirements and indicate in the affirmative that they comply with the requirement.

B. Vendors must clearly indicate if they are able to provide desirable features. If they do, they should indicate how the feature is activated or implemented. Cost for the desirable feature (if not included in the cost tables) should be provided separately. If the vendor identifies that they can provide the desirable feature but does not include associated cost, the University will assume that there is no cost for the feature and if the vendor is selected, they will be required to provide the feature at no cost. Optional Items are left up to the vendor to provide or propose at their discretion.

C. Vendors must provide answers to specific questions asked and respond to request for description in Table-A, Table-B and Table-C. Simply indicating that they comply is not sufficient. Lack of a response to a question or request for additional information may impact the evaluation of a vendor’s proposal.

TABLE-A TV/Entertainment Service Requirements.

NOTE: each question must be answered as completely as possible either in the box to the right of the question, or attach separate documentation that will provide the information and indicate where the attachment can be found. Some questions ask for the Vendor to indicate understanding of the requirements, and a clear indication that the Vendor understands and acknowledges the requirements is adequate.

NOTE: Table-A TV/Entertainment Service Requirements may be omitted if the Vendor is only proposing Internet Service, or Internet Service with On-Campus LAN/Wi-Fi network management. But indicate in question 6.2 A. that this is the intent of the Vendor.

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>VENDOR’S RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.2 A. - Indicate your understanding of the University’s environment</td>
<td></td>
</tr>
<tr>
<td>and service locations - that there are currently 1,773 Cable TV jacks in the on-campus residence halls (Crawford Residence Community, Julia Sears Residence Community, Margaret Preska Residence Community, and McElroy Residence Community), a leased apartment complex</td>
<td></td>
</tr>
</tbody>
</table>
close to campus (Stadium Heights) Carkoski Commons, Centennial Student Union, the Otto Recreation Center, Myers Field House, Taylor Center, Memorial Library and Nelson Hall. Of the current 1,826 cable TV jacks 1,773 are located in Residential Life operated locations and 40 are located elsewhere on campus. 13 are located in the Verizon Wireless Center. (M)

6.2 B. - Provide a list of programming and stations that are part of this proposal including networks, premium channels, live (Twin Cities) TV network content (ABC, CBS, NBC, FOX, etc), live TV sports content (ESPN, ESPNU, FSN, etc), on-demand TV programs and movie content. Note: High Definition (HD) programming is mandatory. (M)

6.2 C. - Explain how your proposal will accommodate residence hall students. (M)

6.2 D. - Explain how your proposal will accommodate guests in the residence halls during semester breaks and summer. (M)

6.2 E. - Explain how your proposal will accommodate other buildings and departments on campus who desire Cable TV service. (M)

6.2 F. - Explain what equipment will be needed to be provided by students, faculty, staff and visitors to view programming. (M)

6.2 G. - Explain what additional back-end equipment or software will be required by the
University to provide programming to students, faculty, staff and visitors. (M)

6.2 H. - Explain if the campus community as a whole will be able to view programming. (M)

6.2 I. - Explain how billing will work. Currently, the cost for basic service is billed to Residential Life monthly for the months of September through May, with full service available as needed for the entire 12-month calendar year. (M)

6.2 J. - Indicate your understanding that the University will not be required to negotiate and sign any agreements for programming – that this will be the responsibility of the proposing company to secure programming and agreements. (M)

6.2 K. - Explain what the remedy will be if programming is not able to be provided in case of a contract renewal dispute with a network or content provider. (M)

6.2 L. - Indicate your understanding that the University will not be responsible for issuance of any equipment for tuning or playing content. This will be the responsibility of the provider and/or the viewer. (M)

6.2 M. - Provide a current list of devices (and requirements for those devices) that can view programming. E.g. SmartTV, Roku, Fire, ChromeCast, and what versions. (M)
6.2 N. - Describe if your proposal will utilize traditional Cable TV and RF cabling and jacks (using a Clear/QAM tuner), IPTV or something else. (M)

6.2 O. - Indicate your understanding that any authentication to the campus will authenticate using SAML (M).

6.2 P. - Indicate if the University will be provided a channel for programming and to what extent would that programming be viewable outside of the University campus. (O)

### TABLE-B Network/Internet Service Requirements

NOTE: Each question must be answered as completely as possible either in the box to the right of the question, or attach separate documentation that will provide the information and indicate where the attachment can be found. Some questions ask for the Vendor to indicate understanding of the requirements, and a clear indication that the Vendor understands and acknowledges the requirements is adequate.

NOTE: Responses in Table-B Network/Internet Service Requirements may be omitted if the Vendor is only proposing TV/Entertainment Service. But indicate in question 6.3 A. that this is the intent of the Vendor.

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>VENDOR’S RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.3 A. - Indicate your understanding of the University’s environment and service locations - that there are currently 2,601 jacks and 1900 wireless access points within the on-campus residence halls (Crawford, Julia Sears, McElroy, Preska and Stadium Heights). (M)</td>
<td></td>
</tr>
<tr>
<td>6.3 B. - Indicate your understanding that this proposal is for Internet connectivity at the main Res Life core router/switch as well as Stadium Heights, and understanding that there</td>
<td></td>
</tr>
</tbody>
</table>
is no fiber that connects between the main campus and the Stadium Heights complex and its buildings. (M)

6.3 C. - Indicate your understanding that future residential buildings may be constructed that will require Internet service that is the same as being provided in this proposal and the understanding that the University will work with the vendor to provide that service. (M)

6.3 D. - Indicate your understanding that students today and in the future need Internet service (including aggregate, device bandwidth, and low latency) that is adequate for their academic needs as well as for communication and entertainment needs. (M)

6.3 E. - Indicate your understanding that students will have many devices that will need to be supported on the network and each student may have several different devices registered on the network. (Gaming, streaming, speakers, etc) (M)

6.3 F. - Describe the Internet service in your proposal including aggregate bandwidth available, as well as individual bandwidth guaranteed (maximum and minimum) for uploads and downloads. (M)

6.3 G. - Describe what network redundancy is provided in your proposal. (M)

6.3 H. - Provide detail of how the service, equipment and connections are monitored for normal usage,
<table>
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<tr>
<th>6.3 I. - Provide the hours of disruptive and non-disruptive planned maintenance that is typical. (M)</th>
</tr>
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<tbody>
<tr>
<td>6.3 J. - Describe in detail how we will contact support, what support options are available to us, and how we can request on-site support and to what extent on-site support available to us. (M)</td>
</tr>
<tr>
<td>6.3 K. - Provide a Service Level Agreement (SLA) for your service proposal. (M)</td>
</tr>
<tr>
<td>6.3 L. - Describe what remedy is reasonable for failure to meet the SLA. (M)</td>
</tr>
<tr>
<td>6.3 M. - Describe what provisions will be in place for identifying and mitigating situations, like certain devices disrupting service to other devices, malware, copyright infringement notifications, abuse complaints, etc. (M)</td>
</tr>
<tr>
<td>6.3 N. - Disclose what protections will be in place to protect student devices from malicious activity from the Internet, and to protect the Internet from malicious users or devices on the University’s network. (M)</td>
</tr>
<tr>
<td>6.3 O. - Network Service Provider will need to allocate a block of contiguous IP Address space to be issued to student devices. This is important because many software licenses and subscriptions to services depend on the device’s IP Address and are limited to the IP Address ranges provided to the software or service vendors. Network Address Translation methods are discouraged since it may...</td>
</tr>
</tbody>
</table>
limit usability of devices. Indicate that this this proposal is able to accommodate this requirement. (M)

6.3 P. – Indicate your understanding that a 10 Gbps cross-connect(s) will be provided that will bypass the commodity Internet for traffic to and from the campus and Residential Life networks.

6.3 Q. – Propose an Internet service that will be perceived as very fast (100 Mbps minimum or faster for download speeds) from the student’s perspective and easily able to handle demands for streaming, gaming, downloads, uploads, etc. Ideally, available bandwidth will be available to students during that time (bursting above the minimum if available). Also, provide plans for increasing bandwidth in the future to meet future needs if needed. Provide in your proposal an aggregate speed as well as maximum and minimum speeds as well as any other features of your service that will add value to your proposal (M).

6.3 R. – Indicate your understanding that Abuse, takedown notices, copyright violations, etc. will be handled by the Internet provider and passed to the Network Management Provider / Residential Life staff for enforcement. Serious active abuse or devices that have adverse affects to the network or other devices/users on the network may be disabled immediately from the network. Residential Life
authorized staff may request that devices or all of a student’s devices be disabled from the network upon request. Logs and evidence may be requested by authorized Residential Life staff and will need to be provided while fully adhering to FERPA and Minnesota Government Data Practices Act. Under no circumstances is any private, public or educational information allowed to be gathered, saved stored or given out to anyone with the exception of authorized Residential Life staff.

**TABLE-C Network Management (Optional)**

NOTE: Network Management (Optional) service can only be proposed if Network/Internet service (Table-B) is proposed. This option is not a stand-alone service. Likewise, the Network Management option is NOT required to be proposed if Network/Internet Service is proposed. Indicate this in Table-C Responses below.

NOTE: Each question must be answered as completely as possible either in the box to the right of the question, or attach separate documentation that will provide the information and indicate where the attachment can be found. Some questions ask for the Vendor to indicate understanding of the requirements, and a clear indication that the Vendor understands and acknowledges the requirements is adequate.

NOTE: Responses in Table-C Network Management (Optional) may be omitted if the Vendor is only proposing TV/Entertainment Service and/or Network Internet Service. But indicate in question 6.4 A. that this is the intent of the Vendor.

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>VENDOR’S RESPONSE</th>
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<tbody>
<tr>
<td>6.4 A. - Provide a proposal to manage the Residential Life network service (LAN and Wi-Fi) and the equipment owned and provided by Residential Life. (M)</td>
<td></td>
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<tr>
<td>6.4 B. - Indicate your understanding that the network must protect in two ways: (M)</td>
<td></td>
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</tbody>
</table>
a. to protect student users and devices from malicious activity on the Internet.
b. to protect the Internet users and devices from any malicious user activity, malware or hacking from the Residential Network.

This will be accomplished using modern methods and reasonable methods; but also allow students to get to resources and information that they need.

Provide a description of how this will be accomplished and managed in your proposal.

6.4 C. - Indicate your understanding that any reported malicious or suspicious activity will be investigated and mitigated by the Service Provider. (M)

6.4 D. - Indicate your understanding that the network design will be provided by the University IT Solutions network team and the Service Provider will be responsible for implementing the design and managing the networks. (M)

6.4 E. - All of the 170 network switches will need to be replaced during the summer of 2020. All 1800 wireless access points will need to be replaced during winter break 2020/2021 because they are nearing or at Cisco’s end-of-life. The switches will be replaced with Cisco Catalyst 9300 48-port switches and the replacement access points are yet to be determined. In addition, the Cisco Wireless Controllers will need to be replaced as well as the Cisco Catalyst 6800 core. Explain
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<tr>
<td>6.4 F. - There is a desire to use eduroam for secure encryption and wireless roaming at any Higher Ed institution. Ideally, when a student is on the University campus Wi-Fi, they will use the eduroam network with a secure certificate issued by the University. When they roam onto the Residential Life network, they will still use the eduroam SSID and all traffic will continue to be routed through the Residential Life Network/Internet Service. (See the next section G. for detail of the user experience). Explain how you will work with the University to make this scenario functional and explain the anticipated costs for making this configuration work. (M)</td>
<td></td>
</tr>
<tr>
<td>6.4 G. - Indicate your understanding that a cross connect will exist that will provide a direct route between the Residential Life and University Campus network so that traffic between the two network will not need to traverse the Internet. (M)</td>
<td></td>
</tr>
<tr>
<td>6.4 H. - Indicate that you understand the goals of the user experience. Residential Life and IT Solutions intend to improve the student experience by more closely integrating with the University’s campus network and simplifying usability. This usability will need to be developed, tested and implemented along with</td>
<td></td>
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</table>
TABLE-D Service Pricing

Price for the service(s) proposed must be fully disclosed in the Table-D below or in an attachment and indicated in the response where the attachment can be found. Any prices or costs not disclosed will be mutually understood as being no additional cost. Any optional costs must be clearly labeled and described as optional costs and the Customer must have the option of not choosing to pay for our use the option. Any pricing below must have appropriate responses in Table-A, Table-B and Table-C above or the proposal will be disqualified.

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>VENDOR’S RESPONSE</th>
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<tbody>
<tr>
<td>6.5 A. TV/Entertainment Service Price</td>
<td>Pricing for this service only</td>
<td>Optional discounted pricing for this service, if more than one service is proposed and selected.</td>
<td></td>
</tr>
<tr>
<td>Explain the cost for software, support, one-time fees, annual fees, maintenance and licensing for your solution and how this is determined. Costs should be based on a 3-year agreement with the option to extend 2 years (M) (Minnesota State University, Mankato will not be obligated to pay for any fees or charges not specified in the proposal) (Minnesota State University, Mankato is tax exempt) NOTE: If vendor intends to provide discounted pricing for combined TV/Entertainment and Network/Internet service, the pricing for separate services should also be provided here in event that the Customer might prefer an unbundled service.</td>
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<td></td>
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<tr>
<td>6.5 B Network/Internet Service Pricing</td>
<td>Pricing for this service only</td>
<td>Optional discounted pricing for this service, if more than one service is proposed and selected.</td>
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</tr>
</tbody>
</table>
Explain the cost for software, equipment, remote and on-site support, one-time fees, annual fees, maintenance and licensing for your solution and how this is determined. Costs should be based on a 3-year agreement with the option to extend 2 years (M) (Minnesota State University, Mankato will not be obligated to pay for any fees or charges not specified in the proposal) (Minnesota State University, Mankato is tax exempt) **NOTE: If vendor intends to provide discounted pricing for combined TV/Entertainment and Network/Internet service, the pricing for separate services should also be provided here in event that the Customer might prefer an unbundled service.**

<table>
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<tr>
<th>6.5 C. Network Management Service Pricing</th>
<th>Pricing for this service only</th>
<th>Optional discounted pricing for this service, if more than one service is proposed and selected.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(O): Explain the cost for software, support, one-time fees, annual fees, maintenance and licensing for your solution and how this is determined. Costs should be based on a 3-year agreement with the option to extend 2 years (M) (Minnesota State University, Mankato will not be obligated to pay for any fees or charges not specified in the proposal)</td>
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</table>
(Minnesota State University, Mankato is tax exempt) **NOTE:** this service is optional and may not be chosen by the Customer if bundled with Network/Internet Service above. **NOTE:** that Network Management Service may only be proposed if Network/Internet Service is proposed. Any proposal for Network Management Service without Network/Internet Service will be disqualified.

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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 Minnesota State 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.mdhr@state.mn.us

Affirmative Action Certification Page, Revised 6/11 – MDHR
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 Minnesota State 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.

Minnesota State 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 Minnesota State 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: _________________________________________________________
Equal Pay Certificate Application

- We are in compliance with Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Minnesota Human Rights Act, and the Minnesota Equal Pay Act for Equal Work Law.
- The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors, within each of the major job categories in your EEO-1 report. If you are not required to file an EEO-1 report, taking into account mitigating factors, the average compensation for female employees is not consistently below the average compensation for male employees within your organization.
- We make hiring, retention and promotion decisions without regard to gender, nor do we limit employees based on gender to certain job classifications.
- We promptly correct wage and benefit disparities.
- We evaluate wages and benefits (annually) (two year period) (other, please specify) to ensure compliance with the above identified laws.
- In determining our employee compensation we use: (check below)
  ___ Market pricing approach
  ___ State prevailing wage or union contract requirements
  ___ Performance pay system
  ___ An internal analysis
  ___ Other method (please specify) ________________________________

Enclosed is our application fee of $150, made payable to the “Minnesota Department of Human Rights.”

In signing below, I affirm that I am the Board Chairperson or Chief Executive Officer and that the above information to the best of my understanding is accurate and complete.

________________________________________  ____________________________  __________________
Signature                                    Print Name                           Date

________________________________________  __________________________________________
Business Name                                Business Address