



Request for Proposal # 73843

Residence Hall Mattresses



Minnesota State University, Mankato

Facilities Purchasing Office

Request for Proposal

Residence Hall Mattresses

Return proposals to: Jean Hardel, Coordinator
Minnesota State University, Mankato
Wiecking Center 358
415 Malin
Mankato, MN 56001

Current Date: 2/7/08

Fax: (507) 389-1092
Email: jean.hardel@mnsu.edu

RFP OPENING DATE: 2/21/08
RFP OPENING TIME: 2:30 P.M.
MSU RFP#: 73843

Name of Vendor Firm: _____

Firm Contact: _____ Phone: _____ Fax: _____

Mailing Address: _____ Web Address (if any): _____

Email: _____

Signature of Authorized Agent: _____ Date: _____

Proposals are being accepted by Minnesota State University, Mankato for furnishing and installing mattresses in Julia A. Sears Residence Hall (608 person Residence Hall scheduled for a Fall 2008 opening) at Minnesota State University, Mankato. See specifications in the RFP following.

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

SUBMISSION

Proposals are to be submitted in a sealed envelope, plainly marked "Proposal No. 73845 Residence Hall Mattresses" 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 Jean Hardel 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) # 73843 FOR RESIDENCE HALL MATTRESSES

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or MINNESOTA STATE UNIVERSITY, MANKATO/OFFICE OF THE CHANCELLOR to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. MnSCU reserves the right to reject a proposal if required information is not provided or is not organized as directed. MnSCU also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the Facilities Purchasing web site, <http://www.mnsu.edu/fpurchas/>. Any questions must be submitted in writing on the Facilities Purchasing web site, the questions are linked to the project representative's e-mail. The answers to questions will be posted on the web site on the day listed in the RFP. For this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

February 7, 2008

**REQUEST FOR PROPOSAL (RFP)
FOR
RESIDENCE HALL MATTRESSES**

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ATTACHMENTS:

Exhibit A. Affidavit of Non-Collusion

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

Exhibit C. Sample Site Plan for the 608 Person Julia A. Sears Residence Hall.

Section 1. General Information

Subsection 1 - Background

Minnesota State Colleges and Universities is the seventh-largest system of higher education in the United States. It is comprised of 32 two-year and four-year state colleges and universities with 53 campuses located in 46 Minnesota communities. The System serves approximately 240,000 students annually in credit-based courses, an additional 130,000 students in non-credit courses, and produces 32,000 graduates each year. For more information about Minnesota State Colleges and Universities, please view its website at www.mnscu.edu.

Minnesota State University, Mankato, a comprehensive university in the Minnesota State Colleges and Universities (MnSCU) system, is located on a 303 acre campus in Mankato, Minnesota, a community of approximately 42,000 situated in the Minnesota River Valley of south central Minnesota. The University offers a full range of undergraduate and a broad selection of graduate programs, and as such, has statewide responsibilities for the articulation of and providing access to professional programs not available at other colleges and regional universities. The University also has a major obligation to provide leadership in applied research important to the economy and quality of life in the state.

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

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

For additional information on the campus those interested are invited to review the University's Web site at:

<http://www.mnsu.edu/>

Nature of RFP

MINNESOTA STATE UNIVERSITY, MANKATO is requesting proposals for: furnishing and installing mattresses in Julia A. Sears Residence Hall (608 person Residence Hall scheduled for a Fall 2008 opening). 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 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

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

- Construction (e.g. economy of operation, quality, design, materials).
- Cost (e.g. initial cost, life-cycle cost).
- Qualifications and Experience (e.g. providing product and work in a university setting).
- Completeness, thoroughness and detail of response as reflected by the proposal's coverage of all elements of the product and work requested.
- Warranty.
- References.

Selection Process

The selection process will be performed by a selection committee representing the Minnesota State University Department of Residential Life and the Residence Hall Association. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

Thursday, February 7, 2008	Publish RFP
Thursday, February 14, 4:00 p.m. CT	Submit Question in writing on web site http://www.mnsu.edu/fpurchas/
Friday, February 15, 4:00 p.m. CT	Answers to Questions posted on web site
Thursday, February 21, 2:30 p.m. CT	Deadline for RFP proposal submissions
Monday, February 25	Review RFP proposals
Tuesday, February 26	Complete selection process

Contract(s) Awarded and Pricing Structure

Proposals are to include the price per item and then the price for transportation and installation.

Contract Term

MINNESOTA STATE UNIVERSITY, MANKATO desires to enter into a contract with the successful vendor(s) effective February 29, 2008. The length of such contract shall be until installation of the product is complete. If MINNESOTA STATE UNIVERSITY, MANKATO and the vendor is unable to negotiate and sign a contract by February 29, 2008, 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. The vendor(s) may cancel the contract(s) upon 181 days written notice, with or without cause.

Definitions

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

MnSCU: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of MINNESOTA STATE UNIVERSITY, MANKATO.

School: MINNESOTA STATE UNIVERSITY, MANKATO

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

Vendor: The firm selected by MINNESOTA STATE UNIVERSITY, MANKATO/OFFICE OF THE CHANCELLOR as the successful responder(s) responsible to execute the terms of a contract.

Applicable Law

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

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the Assistant Director of Operations, Residential Life.

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 (MnSCU) system, its Board of Trustees or MINNESOTA STATE UNIVERSITY, MANKATO to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. MINNESOTA STATE UNIVERSITY, MANKATO/OFFICE OF THE CHANCELLOR also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

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

Section II. Parties to the RFP

MINNESOTA STATE UNIVERSITY, MANKATO and the successful vendor.

Section III. Vendor Requirements

Brand Name or Acceptable Alternative

The name of a certain brand, make or manufacturer or allusion to thereof does not restrict vendors to the specific brand, make or manufacturer names; it conveys the general style, type, character and quality of the product desired, and any product which the university in its sole discretion determines to be equal of that specified, considering quality, workmanship, materials, economy of operation and suitability for the purpose intended shall be accepted.

The vendor is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts, pictures, and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. Detailed material and construction specifications must be included. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive.

Samples

The vendor may be asked to provide a sample of the item offered prior to award. The sample shall be the exact and true representation of the materials and components to be used. The sample will be tagged or labeled with the name of the vendor and the RFP number. The sample shall be provided at no cost to the University. In the event the delivered product fails to conform to the sample provided, the vendor shall immediately replace the portion of the delivered commodity with acceptable material and/or components conforming to the contract requirement at no additional cost to the University.

Warranties

The vendor will include in their proposal a complete detailed copy of the manufacturer's warranty. The warranty policy should include length and how executed, especially with regard to life expectancy; method for determining manufacturing defects versus negligence, misuse or abuse; and explain how the manufacturer handles replacements of defective or damaged items.

References

Proposals are to include a reference list of three colleges/universities with which the vendor has conducted business in the past year on projects of similar scope to this one. The list will contain the name and telephone number of the University contract administrator/liaison officer for each operation.

Transportation

Prices quoted will be considered to include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges, etc. necessary to complete delivery.

Delivery and Installation

Delivery and installation for the new 608 person residence hall schedule for a fall 2008 opening is described below:

- Delivery and installation shall be performed by the Contractor.
- This project is subject to Minnesota prevailing wage requirements. The Contractor shall be responsible and abide by the Commercial Prevailing Wage Rates for Blue Earth County (07). The Contractor is responsible for acquiring current wage rates for the project from the following:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road North
St. Paul, MN 55155
(651) 284-5091

- The University shall require items be delivered between July 14 –July 18, 2008.
- To ensure there is no conflict with the delivery of items, the Contractor shall coordinate the delivery date, delivery location, and installation schedule of items with the University's Contract Administrator prior to July 7, 2008.
- All transportation, delivery, installation, and disposal arrangements shall be the responsibility of the Contractor.
- Items shall be delivered directly to the installation site
- Delivery shall be made from the curb, approximately 85 feet from the main entrance. A walkway leads from the curb to the main entrance. The main entrance is a double door with a removable

mullion. There are two elevators (side-by-side) in the building that may be used to place items on floors two, three, and four.

- The Contractor shall have complete responsibility for items until they are unpacked, assembled, and installed in rooms.
- The University does not have storage facilities and shall not accept items prior to delivery.
- The Contractor shall be responsible for the daily removal of crating and packing materials from University premises. Crating and packing materials shall be properly and legally disposed of by the Contractor.
- The Contractor shall be solely responsible for correcting damages to University premises resulting from the installation process.
- Items shall be considered received when completely unpacked, assembled, installed in rooms and free of dirt, dust, marks, dents, scratches, tape, packaging or other foreign substances.
- The installation shall be inspected by representatives of the University and the Contractor prior to final acceptance by the University.
- Any special installation requirements shall be submitted with the quote to the University.
- The delivered product will be inspected by the University. In the event the delivered product fails to conform to award specifications, the Contractor shall remove the delivered product and immediately replace it with an acceptable product conforming to the contract requirements at no additional cost to the University.

Mattress Specifications

Quantity

- 620 mattresses.

Dimension

- 36" x 80" x 7".

Spring Unit

- Each innerspring unit shall be all wire, Bonnell type, knotted-coil construction and consisting of transverse rows of coils connected by the use of helicals.
- Coils shall be hourglass shape, contain a minimum of four turns of convolutions, and be 13-gauge wire. Each unit shall contain a minimum of 138 coils in a row configuration of 6 X 23.
- Helicals shall be 17.5-gauge wire running at right angles of the long axis of each unit.
- Wire used in the construction of each unit shall be high carbon steel wire. Each unit shall be properly tempered after assembly to relieve internal stress and eliminate permanent stress from loading.
- Innerspring units shall be no less than 30 ½" X 71 ½", and be no less than 3 ¾" high.
- Innerspring units shall be covered with a spun-bonded polypropylene quilt backing of no less than 1 oz. per square yard weight to prevent spring damage to the foam.

Padding

- Polyurethane foam padding shall be placed between the innerspring and ticking of each unit. The foam shall be anti-microbial.
- A premium weight, polyurethane side rail shall surround each innerspring unit.
- To create a dual standard of firmness, premium weight 45 IFD convoluted foam shall be placed between the innerspring and ticking on one side of each unit (for a softer degree of firmness) and premium weight 55 IFD convoluted foam shall be placed on the other side of each unit (for a harder degree of firmness). The convoluted foam shall be at no less than 2" in height.

- Foam adhesives used for assembly shall be water-based, environmentally friendly, and contain no chemicals listed as carcinogen or potential carcinogen per OSHA and the National Toxicology Program.

Ticking

- Each unit shall be covered in a 210 Denier Oxford Nylon fabric with a polyurethane coating that imparts water-proofness, anti-bacterial, anti-fungal qualities. The fabric weight shall be no less than 4 ½ ounce per square yard. The polyurethane coating shall be no less than 1 ½ ounce per square yard.
- Each unit shall be inverted seam construction using nylon thread. Each unit shall be assembled with the polyurethane coating facing inward and the breathable fabric facing outward. The fabric shall be sewn together in such a manner as to leave no break in uniformity and finish.
- The fabric color shall be navy.

Fire Resistant Barrier

- Mattress core shall be completely covered with Ventex Integrity 30™ tubular fire barrier fabric. Both ends to be closed with Kevlar thread.

Flammability Test Requirements

- Consumer Product. Safety Commission. 16 CFR Part 1633. Standard for the Flammability (Open Flame) of Mattress Sets.
- California Technical Bulletin #129. The mattress manufacturer must provide written certification with his/her bid that this product has been certified to pass Technical Bulletin #129 full scale mattress burn test by the State of California of Home Furnishings and Thermal Insulation.

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: Daniel Elliott
 Title: Assistant Director of Operations, Residential Life
 Address: 111 Carkoski Commons
 Mankato, MN 56001

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

Section IV. Response Evaluation

The following criteria and their identified weight will be used by MINNESOTA STATE UNIVERSITY, MANKATO to evaluate the responses:

- Construction (40%).

- Cost (25%).
- Qualifications and Experience (5%).
- Completeness, thoroughness and detail of response as reflected by the proposal's coverage of all elements of the product and work requested (5%).
- Warranty (15%).
- References (10%).

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

Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either MINNESOTA STATE UNIVERSITY, MANKATO or the vendor.

Affidavit of Non-Collusion

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

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, all responding vendors are required to complete Exhibit B, the Human Rights Certification Information and Affirmative Action Data Page, and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 680 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363A.36. Failure to comply shall be grounds for rejection.

Insurance Requirements

A. The selected vendor will be required to submit an ACCORD Certificate of Insurance to the MINNESOTA STATE UNIVERSITY, MANKATO/OFFICE OF THE CHANCELLOR's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insureds. The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of

A- (Excellent) or better prior to execution of the contract.

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

1. Workers' Compensation Insurance. The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

2. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$1,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

In addition, the following coverages must be included:

Products and Completed Operations Liability

Blanket Contractual Liability

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities

MINNESOTA STATE UNIVERSITY, MANKATO/OFFICE OF THE CHANCELLOR

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

\$1,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities

MINNESOTA STATE UNIVERSITY, MANKATO/OFFICE OF THE CHANCELLOR

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

\$1,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

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

C. MINNESOTA STATE UNIVERSITY, MANKATO/OFFICE OF THE CHANCELLOR reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection by MINNESOTA STATE UNIVERSITY, MANKATO/OFFICE OF THE CHANCELLOR and copies of policies must be submitted to MINNESOTA STATE UNIVERSITY, MANKATO/OFFICE OF THE CHANCELLOR's authorized representative upon written request.

State Audit

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

Minnesota Government Data Practices Act

The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU, its schools and the Office of the Chancellor in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed and an award decision made. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

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

Conflict of Interest

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

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school's chief financial officer or the Office of the Chancellor's Business Manager that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the school or Office of the Chancellor may, at its discretion, cancel the contract. In the event the responder was aware of an

organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the school or Office of the Chancellor may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve MnSCU’s rights.

Physical and Data Security

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, section 270B.02, subdivision 1, and other applicable laws.

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statutes Chapters 270B and 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of MnSCU and MINNESOTA STATE UNIVERSITY, MANKATO/OFFICE OF THE CHANCELLOR.

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

The vendor agrees to indemnify and hold harmless the State of Minnesota, MnSCU and MINNESOTA STATE UNIVERSITY, MANKATO/OFFICE OF THE CHANCELLOR from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the “Authorized Representative” to be identified in the contract.

Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than Thursday, February 21, 2008, 2:30 p.m. CT.

Institution: MINNESOTA STATE UNIVERSITY, MANKATO/
Name: Jean Hardel
Title: Facilities Purchasing
Mailing Address: 415 Malin St.
Wiecking Center, Rm 358
Mankato, MN 56001

The responder shall submit 3 copies of its RFP response. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside along with RFP # and title of RFP. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

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

Fax and e-mail responses will not be considered.

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