



**Request for Proposal
#74052**

Residential Life Cable TV Service

Minnesota State University, Mankato

Facilities Purchasing Office

Request for Proposal

Residential Life Cable TV Service

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

Current Date: 2/21/08

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

RFP OPENING DATE: 3/12/08
RFP OPENING TIME: 2:00 p.m.
MSU RFP#: 74052

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 to provide Residential Life Cable TV Service. 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.

Each response shall be accompanied be either a certified check, payable to Minnesota State University, Mankato, in the sum of five percent (5%) of the total cost of project for the first year or a corporate surety bond for the same amount issued by a surety company dully authorized to do business in the State of Minnesota.

SUBMISSION

Proposals are to be submitted in a sealed envelope, plainly marked "RFP# 74052 – RESPONSE TO MINNESOTA STATE UNIVERSITY, MANKATO – RESIDENTIAL LIFE CABLE TV SERVICE RFP RESPONSE" 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.



REQUEST FOR PROPOSAL RFP# 74052

Residential Life Cable TV Service

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

MINNESOTA STATE UNIVERSITY, MANKATO
REQUEST FOR PROPOSAL
Residential Life Cable TV Service RFP

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SECTION I – GENERAL INFORMATION

1.0 Background

Minnesota State Colleges and Universities is the seventh-largest system of higher education in the United States. It is comprised of 32 two-year and four-year state colleges and universities with 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.

Total on-campus “headcount” enrollment for the fall beginning August 30, 2004 was 12,241 undergraduate and 1,408 graduate. Off-campus enrollment for the same period was 202 undergraduate and 272 graduate. The full-time equivalency (FTE) for Fall Semester was 11,469 (undergraduate on-campus). On-line and/or web Enhanced Learning generated 1,713 credit hours, a growing component of our enrollment statistical base.

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

1.1 Nature of RFP

Minnesota State University, Mankato (University) is requesting responses from vendors to this Request for Proposal (RFP) to provide cable television (TV) service and support to Residential Life and common areas for use by students and individuals who reside on campus in residence halls managed by the Department of Residential Life. This RFP is undertaken by the University pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, the University shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in the University’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. The University 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 the University. This

RFP shall not obligate the University to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.

1.3 General Selection Criteria

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

A. **Vendor Qualification.** Vendors responding to the RFP must have the following minimum qualifications:

- The company or the subcontractors used must have a minimum of five years experience in installing and maintaining the proposed system or service.
- The company or subcontractors used must have a service and support capability within two hours of driving distance from the University and be able to respond for maintenance activities in a timely fashion.
- Agents, distributors, and partners responding to this RFP must be authorized by the underlying manufacturer to sell and support the systems and/or services being proposed. Failure to provide proof of such authorization on request would be grounds for disqualification at the University's discretion.

Vendor must include information that substantiates these qualifications as part of their response to the RFP.

B. **Proposed Solution Against the Requirements of the RFP.** Solutions not meeting the mandatory requirements stated in the RFP will be eliminated from further consideration at this stage in the review process.

C. **Feature Evaluation.** Proposals will then be evaluated for the features and desirable capabilities included in their solution, ease with which those features and capabilities can be used, administered, and maintained.

D. **Support/Maintenance Capabilities.** Vendors will be evaluated for their support and maintenance capabilities, including the following variables:

- Years of experience in providing services requested in the RFP.
- Support capability (e.g. proximity to the campus, location and number of staff trained in service being proposed)
- Capability to respond quickly to service requests needing on-site presence.

E. **Cost.** One time and multi-year cost(s) will be used to evaluate the total cost of the system. For multi-year costs, the total net present value for the time period specified will be used to evaluate the total cost of the system. A 4% discount rate will be used for calculating net present value.

In developing their cost proposals, vendors must keep in mind that no adjustments will be allowed (including corrections) to the cost proposal after the opening of the cost section.

The evaluation process, in some instances, may require an interview. The University reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. The University 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** below.

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.

The University reserves the right to waive minor defects in a proposal during the evaluation process if it is deemed not to have any material effect on the final outcome.

Responses to this RFP will not be open for public review until the University awards the contract.

1.4 Selection Process

The RFP responses will be evaluated by a review committee comprised of staff members from the Departments of Residential Life and Information & Technology Services, as well as the project consultant and representatives from the Residence Hall Association (student advisory group). The final decision will be made by the Director of Residential Life.

1.5 Selection and Implementation Timeline

The following project dates have been established:

RFP Issued:	Thursday, February 21, 2008
Pre-Bid	Thursday, February 28, 2008 @ 10:00 AM
Vendor Questions Due:	Monday, March 3rd, 2008 by 12 Noon
Answers Posted to web site:	Wednesday, March 5th, 2008
RFP Response Due	Wednesday, March 12, 2008 @ 2:00 PM

1.6 Contract Term

Minnesota State University, Mankato desires to enter into a contract with the successful vendor(s) by March 31, 2008 with service start date effective August 1, 2008. The length of such contract(s) shall be for three years with two one year extension option. If the University and the vendor is unable to negotiate and sign a contract by March 31, 2008, then the University reserves the right to seek alternative vendor(s).

1.6.1 Parties to the Contract

Parties to this contract shall be the "State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Minnesota State University, Mankato and the successful vendor(s).

1.6.2 Contract Termination

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

1.6.3 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.

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

1.6.4 Applicable Law

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

1.6.5 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 for Environment – Department of Residential Life.

1.6.6 Entire Agreement

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

1.7 Deviations and Exceptions

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

1.8 Pre-Proposal Vendors Conference

There will be a non-mandatory pre-proposal meeting at 10:00 a.m. on Thursday, February 28, 2008 in the lower level of Carkoski Commons, room CC0009.

1.9 Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar the University and the vendor.

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

1.10 Authorized Signature

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

Proof of authority of the person signing must accompany the response.

1.11 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. The University 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.

1.11 Vendor Requirements

In addition to the requirements identified in this section, the vendors need to provide the services requested in compliance with the specifications and requirements identified in Section II. Additionally, vendors should include the cost of the service as requested in Section II.

1.12 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 listed below.

Richard Wheeler
Assistant Director for Environment - Residential Life

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and the University 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.

1.13 Additional RFP Response and General Contract Requirements

1.13.1 Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either the University or the vendor.

1.13.2 Affidavit of Non-Collusion

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

1.13.3 Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, all responding vendors are required to complete

Exhibit B, the Human Rights Certification Information and Affirmative Action Data Page, and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 680 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

1.13.4 Insurance Requirements

A. The selected vendor will be required to submit an ACCORD Certificate of Insurance to the Minnesota State University, Mankato's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional 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:

- a) Products and Completed Operations Liability
- b) Blanket Contractual Liability

Name the following as Additional Insureds:

- a) Board of Trustees of the Minnesota State Colleges and Universities
- b) Minnesota State University, Mankato

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

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

In addition, the following coverages should be included:

- a) Owned, Hired, and Non-owned
- b)

Name the following as Additional Insureds:

- a) Board of Trustees of the Minnesota State Colleges and Universities
- b) Minnesota State University, Mankato

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

\$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 reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection by Minnesota State University, Mankato and copies of policies must be submitted to Minnesota State University, Mankato's authorized representative upon written request.

1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 Physical and Data Security

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

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

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

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

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

1.19 RFP Responses Submission

Sealed proposals must be received at the following address not later than 2 pm local time, March 12, 2008

Institution: Minnesota State University, Mankato
Name: Jean Hardel
Title: Facilities Purchasing Coordinator
Mailing Address: 415 Malin Street
Wiecking Center, Rm 358
Mankato, MN 56001

The responder shall submit three (3) copies of its RFP response. Proposals are to be sealed in mailing envelopes or packages with along with the responder's name and address clearly written on the outside and clearly marked:

“RFP# 74052 – RESPONSE TO MINNESOTA STATE UNIVERSITY, MANKATO – RESIDENTIAL LIFE CABLE TV SERVICE RFP RESPONSE”

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.

SECTION II – SERVICE SPECIFICATIONS AND REQUIREMENTS

2.0 Current Service Description

The University currently uses Charter Communications to provide Cable TV service in the residence halls. Service is provided to approximately 1,500 TV outlets in three residence hall complexes (Crawford, Gage, and McElroy), the Carkoski Commons, the Student Union, the Campus Recreation Center and several other sites on campus in academic buildings. The cable distribution plant is owned by Charter Communications. Under current agreement, the University has the right to request Charter Communications to remove the coaxial cable distribution plant if Charter Communications is not selected as part of the this RFP process. The following describes the current service arrangement:

- The basic cable service line up delivered is listed in Appendix A.
- The cost for basic service is billed to Residential Life.
- Cost for any premium channels not listed in Appendix A is directly billed to the student if a resident has any additional services.
- Arrangements for set-top boxes for premium channels or signal conversion is between Charter Communications and the resident student. Residential Life is not involved in delivery, installation, billing, or any support activities.

The current service agreement expires on July 31, 2008.

The rest of this section identifies specific requirements. Requirements are marked as either mandatory (M) or desirable (D). 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 should clearly indicate if they are able to provide desirable features. If they do, they should indicate how the feature is implemented or used. Cost for the desirable feature (if not included in the basic service) 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.
- C. Vendors **must** provide answers to specific questions asked and respond to request for description. 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.

2.1 Service Locations (M)

Residential Life is looking for cable TV service for its residential complexes, the Student Union, the Campus Recreation Center, and certain additional locations in academic areas around the campus starting August 1, 2008. Service needs to be delivered to the following residential complexes.

- Gage
- Crawford
- McElroy
- Carkoski Commons
- Julius A. Sears– a new addition under construction and planned to be online by August 1, 2008

In addition, Cable TV service needs to be delivered to current cable hookups in Student Union, the Campus

Recreation Center and several additional locations on campus in academic buildings.

2.2 Number of Cable TV Outlets and Service Usage (M)

Service is requested for approximately 1,810 Cable TV outlets for the academic year which is considered to be nine (9) months (August 15 – May 15). The University expects service to be available during summer months (May 15 – August 15) and University break periods - Winter (mid December – mid- January) and Spring (1 week in March). Usage during these times is significantly lower than the remaining nine months of the year. During the summer months there are approximately 200 active TV outlets. The University hopes that vendors will price their services recognizing the lower level of usage during summer and break periods.

2.3 Cabling (M)

The vendor shall be responsible for providing cabling for signal distribution in the service areas as outlined in this RFP.

The vendor will be responsible to provide and install all necessary wiring and cabling necessary to operate the cable TV system in the new Julia Sears Residence Hall, except that the wiring and cabling from the Communications Room on each floor to each room cable TV jack is being provided and installed as a part of the project construction contract.

The cabling and wiring that is being provided and installed under the Julia Sears construction contract and by the successful vendor that will result from this RFP, will become the property of the University. The University will own the wiring and cabling provided and installed as apart of the construction contract upon substantial completion of the new residence hall and will own all other wiring and cabling on campus upon the conclusion of the contract that will result from this RFP.

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

As indicated earlier, the current cabling infrastructure is owned by Charter Communications. If Charter is not awarded the contract, the University has the option to request that Charter Communications remove the cabling.

The University requires that the vendor selected to provide Cable TV service, as a result of this procurement, agree to transfer title of the cabling infrastructure to the University at the end of the contract term.

Vendors should note that cabling in the new Julia A Sears Residence Hall scheduled to open in August, 2008 is owned by the University.

2.4 Cable TV Service – Basic, Premium, Pay-Per-View (M/D)

Vendors must include in their proposal the following:

- a. Basic Service - Vendors must include the channel line up listed in Appendix A as part of the basic package. Any channels not listed on Appendix A but provided to the Mankato resident community as part of the basic service package either currently or in the future shall be included as part of the basic service. (M)
- b. Premium Channels – Identify premium channels available and the cost for those channels. (D)
- c. Pay per View Capability – List whether pay per view programming is provided. Identify additional components (e.g. converters) needed and the additional cost to make this capability available. (D)

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

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

2.5 University Program Origination and Local Channels (M)

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

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

2.6 University Closed Circuit Cable TV System (M)

The cable system and service solution proposed must allow any of the University originated programs to be transmitted to all of the University internal video system connections including residence hall complexes without the program being transmitted to outside the University system. Any equipment needed to accommodate this closed circuit arrangement should be included.

The University may originate these programs live from any of the originating points on campus or deliver a pre-recorded program to the vendor for broadcast.

2.7 Connection to Public Access Channel and Other Carriers (M)

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

2.8 Existing Cable TV Connections to Non-Residence Hall Buildings (M)

At present Charter Communications provides cable television service in buildings other than residential complexes. Service is provided to the Student Union, Campus Recreation Center, and several locations in academic buildings. Vendors responding to this RFP shall continue to provide this connection and others as requested by the University. Currently this service is provided at a contractual non-residence hall student rate. It is expected that the response will include the cost for these outlets, if in fact there will be a cost for this service.

2.9 Analog/Digital Signal Conversion (M)

The University recognizes that the FCC ruling requires that television broadcast signal be digital as of February 2009. Vendors responding to this RFP must indicate how they propose to deliver cable service to resident students with analog sets.

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

2.10 Alternate Forms of TV Signal Distribution (M)

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

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

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

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

2.11 Billing (M)

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

2.12 Minimum Level of Commitment (M)

Vendors are asked to provide service cost for 1,810 cable TV outlets. They should provide a per TV outlet cost (addition or deduct) if the number of outlets differs from 1,810. Vendors should identify the minimum number of TV outlets the University must commit service for their price to remain valid. It is desirable that the vendor propose a percentage range for which their price would remain valid beyond which addition or deduction would apply.

2.13 New Building and Impact on TV Outlet Count (M)

Vendors are made aware that there is a new residence hall (Julius Sears) building expected to open for occupancy sometimes during the summer of 2008. It is expected to have approximately 600 new TV outlet. As a result of this there is a possibility that TV outlets in existing residence halls may be reduced. Overall the number of outlets is expected to be 1810. It must be noted that during the life of this contract it is likely that additional new residence hall facilities may be built or acquired and that some of the current residence hall facilities will be taken out of service. It is the expectation that Cable TV service will be supplied under this contract to all occupied residence hall facilities that are operated by the University.

2.14 Trouble Reporting and Problem Resolution (M)

Vendors must:

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

The vendors must be able to handle trouble reporting and problem resolution directly with the resident student.

2.15 Scheduled Maintenance Window (D)

Vendors should identify the window for any scheduled maintenance. The University desires that scheduled

maintenance window be between 4 am and 7 am.

2.16 Service Level Agreement (M)

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

2.17 Periodic Meetings and Performance Reporting (M)

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

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

2.18 Other Capabilities (D)

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

2.19 Implementation Schedule and Project Plan (M)

The University planned implementation is as follows:

- a. Contract signed by end of March 2008.
- b. Cable TV service availability August 1, 2008.

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

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

During installation, the vendor shall perform all tests necessary to ensure that the equipment being installed is ready for cut-over. Vendors must include a sample project plan as part of their response.

The vendor will need to work with the Julia A. Sears Residence Hall project general contractor, as well as the Department of Residential Life on the installation of cabling and wiring in Julia A. Sears.

2.20 Client References and Site Visits (M)

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

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

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

2.21 Manufacturer and Subcontractor Relationship (M)

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

2.22 Customer Provided Equipment (M)

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

2.23 Service Literature (M)

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

2.24 Space And Environmental Requirements Information (M)

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

SECTION III – COSTS

3.0 Costs (M)

Vendors are requested to use Tables 3-A through 3-B to complete their proposal cost. Any assumption in developing costs should be clearly documented. Vendors should not include any sales tax in their cost.

3.1 Table 3-A: Cable TV Service Cost (M)

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

Annual Cost: This is the cost to provide service to 1810 TV outlets. In providing annual cost, vendors should consider the drop in usage during the summer months and break periods.

Billing Horizon: Identify if the annual cost will be spread across 9 or 12 months.

Add/Delete: Provide unit cost to add or delete a TV outlet.

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

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

3.2 Table 3-B: Other Cost (D)

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

3.3 Payment by the University

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

Appendix A – Current Cable TV Channel Line Up

* All proposers must include these channels in the proposed channel line up.

2*	KTCA	PBS (Minneapolis/St. Paul)
3*	WFTC	MY (Minneapolis/St. Paul)
4*	WCCO	CBS (Minneapolis/St. Paul)
5*	KSTP	ABC (St. Paul/Minneapolis)
6*	KAAL	ABC (Austin/Albert Lea)
7	QVC	Shopping
8*	KMSQ	PBS (Austin)
9*	KMSP	FOX (Minneapolis/St. Paul)
10*	KEYC	CBS (Mankato)
11*	KARE	NBC (Minneapolis/St. Paul)
12	Government Access	
13*	Public Access	
14	Charter Channel	
15*	WGN	CW Network (Chicago)
16*	CSPAN	
17*	CPAN2	
18*	CW Network (Mankato)	
19*	NEYC	FOX (Mankato)
20	Home Shopping Network	
21	Educational Access	
22*	EWTN	
23	TV Guide Channel	
24*	MTV-U	
25*	Turner Classic Movies	
26	Shop NBC	
27*	Lifetime	
28*	TBS	
30*	Fox Sports Net North	
31*	ESPN	
32*	ESPN2	
33*	Speed Channel	
34*	Golf Channel	
35*	Versus	
36*	Food Network	
37*	Oxygen	
38*	WE – Women’s Entertainment	
39*	Tru TV	

- 40* HGTV – Home & Garden**
- 41* E! Entertainment**
- 42* A & E**
- 43* BET**
- 44* VH-1**
- 45* MTV**
- 46* CMT**
- 47* Comedy Central**
- 48* American Movie Classics**
- 49* TV Land**
- 50* Sci-Fi**
- 51* fx**
- 52* TNT**
- 53* USA Network**
- 54* Spike TV**
- 55* The Learning Channel**
- 56* Discovery Channel**
- 57* History Channel**
- 58* Travel Channel**
- 59* National Geographic**
- 60* Animal Planet**
- 61* Hallmark Channel**
- 62* Cartoon Network**
- 63* Nickelodeon**
- 64* Bravo**
- 65* Disney Channel**
- 66* ABC Family**
- 67* The Weather Channel**
- 68* FOX News Channel**
- 69* CNN**
- 70* CNN Headline News**
- 71* CNBC**
- 72* MSNBC**
- 73* MTV 2**
- 74* Univision**
- 79* Game Show Network**
- 80 G4**
- 98 Charter Special Programs**
- 99* HBO**

The vendor selected will need to have HBO or a similar movie channel in their proposal. Multiple options to select from in the contract process would be acceptable.

The vendor selected will need to carry the MSU hockey games that are available to the Mankato Area residents.

Table 3-A - One Time and Annual Recurring Cost for Cable TV Service

Item	Cost 3 year term with two 1 year extension option	Cost 5 year term	Note
1. One Time Cost to provide Basic Cable TV Service			To establish service
2. Annual Recurring Cost to provide Basic Cable TV Service			Must include all of the support cost to the TV outlet
3. Billed over 9 or 12 months?			Monthly cost is annual cost divided by the number of months specified.
4. Annual cost to add or deduct for one TV outlet.			
5. Minimum number of TV outlets required on an average per month			
6. Other features or functions			Please describe or list. Use separate page if needed.

Table 3-B – Other Cost

Exhibits

Exhibit A – Affidavit of Non-Collusion

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

Attachments

Proposal for Contract Work Form

Proposal Offering Form

Bid Bond Form

Exhibit A - Affidavit of Non-Collusion

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

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

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

**NOTICE TO CONTRACTORS
AFFIRMATIVE ACTION
CERTIFICATION OF COMPLIANCE**

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

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over \$100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over \$100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for two (2) years. For additional information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, Minnesota 55101.

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

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

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$75.00 fee for each Certificate of Compliance issued. A business or firm must submit its affirmative action plan along with a cashier's check or money order in the amount of \$75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101.

How to determine which boxes to complete on this form:

	Then you must complete these boxes...	Box A	Box B	Box C	Box D
On any single working day within the previous 12 months, the company...					
employed more than 40 full-time employees in Minnesota.		•			•
did not employ more than 40 full-time employees in Minnesota but did employ more than 40 full-time employees in the state where the company is domiciled.			•		•
did not employ more than 40 full-time employees in Minnesota or the state where the company is domiciled.				•	•

BOX A – For a company which has employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months,

Its response will be rejected unless the company:

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

-or-

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

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

- We have a current Certificate of Compliance issued by the MDHR. Include a copy of your certificate with your response. **Proceed to BOX D.**
- We do not have a current Certificate of Compliance but we have submitted an affirmative action plan to the MDHR for approval which the Department received on _____ (date) at _____ (time). [If you do not know when the Department received your plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance and have not submitted an affirmative action plan to the MDHR. *We acknowledge our response will be rejected.* **Proceed to BOX D.**

Note: A Certificate of Compliance must be issued by the Minnesota Department of Human Rights.

Affirmative action plans approved by the federal government, a county or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

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

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

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

- We are not subject to federal affirmative action requirements. **Proceed to BOX D.**
- We are subject to federal affirmative action requirements and are in compliance with those requirements. **Proceed to BOX D.**

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

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

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

BOX D – For all companies

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

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone number: _____

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

Minnesota Department of Human Rights, Compliance Services Unit

Mail: 190 East 5th Street, Suite 700

Metro: 651.296.5663

St. Paul, MN 55101

Toll Free: 800.657.3704

Website: www.humanrights.state.mn.us

Fax: 651.296.9042

Email: employerinfo@therightsplace.net

TTY: 651.296.1283

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS**

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to MnSCU that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; TTY: 651.296.1283.

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

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

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

Failure by the vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statutes §363A.36, subdivisions 3 and 4). A certificate is valid for a period of two (2) years.

DISABLED INDIVIDUAL CLAUSE

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

B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

C. In the event of a vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.

D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.

E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

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

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

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

MINNESOTA STATE UNIVERSITY, MANKATO

**REQUEST FOR PROPOSAL
Residential Life Cable TV Service**

COORDINATOR - PURCHASING
MINNESOTA STATE UNIVERISTY
FACILITIES PURCHASING
358 WIECKING CENTER
415 MALIN St.
MANKATO, MN 56001

BID OPENING TIME: 2:00 P.M.
BID OPENING DATE: March 12, 2008

PROPOSAL FOR CONTRACT WORK

1. The undersigned, being familiar with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement for Bids, Form Proposal, General Conditions, Supplementary General Conditions, Special Conditions, Drawings, and Addenda Numbers on file in the office of **MINNESOTA STATE UNIVERSITY, MANKATO** Facilities Purchasing, Minnesota State University, Mankato 358 Wiecking Center, 415 Malin St., Mankato, MN 56001, and in accordance with the provisions thereof, hereby proposes to furnish all labor and materials, equipment and services necessary for:

**Residential Life Cable TV Service
Minnesota State University
Mankato, MN 56001**

Vendor to complete the work within _____ calendar days from the date of the fully executed contract.

MINNESOTA STATE UNIVERSITY, MANKATO

**REQUEST FOR PROPOSAL
Residential Life Cable TV**

PROPOSAL OFFERING FORM

In compliance with this Request for Proposal, the undersigned acknowledges that I have read and understand all the conditions imposed herein and offer and agree to furnish the services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name of Firm: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____ (please include area code)

Federal ID _____

State ID _____

Name: _____

Signature: _____

Title: _____

Date: _____

**MINNESOTA STATE UNIVERSITY, MANKATO
Residential Life Cable TV**

BID BOND

NOW ALL MEN BY THESE PRESENTS, that we _____
_____ As

Principal, and _____

As Surety, are held and firmly bound unto the State of Minnesota as Obligee, in the sum of _____
_____ DOLLARS

lawful money of the United States of American, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

Dated this _____ Day of _____ A.D. 20__.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid for the articles described in Project No _____.

NOW, THEREFORE, if the aforesaid Principal shall be awarded a contract upon said proposal, and shall within the required number of days after the notice of such award, enter into a contract with the State of Minnesota, and give bond for the faithful performance of the contract as may be required, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the sum of _____ DOLLARS not as a penalty, but as liquidated damages sustained by the State of Minnesota as a result of such failure.

Principal

Surety

Attorney-in-fact