

(This row for internal university use only)

FY:	Cost Center:	Object Code:	Amount:	Vendor #:	PO#:
2011	217500	3002			Pending

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
BID FORM**

College/University/System Office: Bemidji State University
Project: Athletics: BREC Weight Room Equipment
Contacts: Bert Gilling, 218-755-2765
Date Bid Issued: July 6, 2010

Please submit bid **ON THIS FORM**, sealed in an envelope clearly marked “**BREC Weight Room Equipment Bid**” showing your lowest price, terms, times for acceptance, and earliest delivery and installation date, on the items listed below. Catalog or model references are descriptive, not restrictive. They are given to indicate the style and quality desired. Return one copy to us properly filled out with unit and total prices on each item and retain one copy. The attached Affidavit must also be completed and submitted with your bid. Bids containing any alteration or erasure will be rejected unless initialed as required by law. Bids made in pencil will be rejected. Bids must be sealed and clearly marked as shown above.

A sealed bid must be received not later than: July 22, 2010 at 2:00 PM

Submit your original sealed bid to: Belinda Lindell, Director of Procurement & Logistics (218) 755-2043
 Bemidji State University
 1500 Birchmont Drive NE, #8, Bemidji, MN 56601-2699

FAXED BIDS WILL BE REJECTED
 (Only exception: extenuating circumstances as determined by University)

Delivery Terms: FOB Bemidji State University, Bemidji Regional Events Center Weight Room, Bemidji, MN
 Delivery, assembly, and installation to Bemidji Regional Events Center Weight Room
 Price bid shall be maximum and include all freight, delivery, assembly, installation and misc. charges.
 Delivery, assembly and installation required on or about _____, but no later than _____.

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid is accepted within _____ days from the date of the opening, to furnish delivered to point of destination any or all items upon which prices are quoted, at the price set opposite each item.

It is understood that this is NOT a Purchase Order, but a Request for Bid.

ITEM #	DESCRIPTION (If not the United States, state the nation of origin of each item.)	Quantity	Unit Price	Total Price
	<p>Equipment for Bemidji State University’s Weight Room in the Bemidji Regional Events Center. Equipment must be of equivalent or superior quality to the brand name and model products specified below. Note Brands are in bold capital letters, models numbers are underlined.</p> <p><u>Any deviation from products specified below must be clearly indicated by responder/bidder, otherwise it will be considered that the proposal/bid is in strict compliance, and the responder/bidder will be held responsible therefore. When brand name or manufacturers’ numbers are stated in the specifications, they are intended to establish a standard and are not restrictive unless the proposal/bid states: “No substitute.” Proposals/bids will be considered on other makes, models or brands having comparable or superior quality, style, workmanship and performance characteristics. Alternate proposals/bids offering lower quality products will not be considered.</u></p> <p>BID IS “ALL OR NOTHING” AND PARTIAL BIDS WILL NOT BE CONSIDERED.</p>			
1	UCS 1802-9 , X-50 Rack, 9’ Standard Weight Storage Make with 5 pin bumper plate storage. Also sides to be cut down to increase space between racks	4	\$	\$
2	UCS P8611 , 8’x6’ Platform with Logo and Insert for X-50 Double Rack	4	\$	\$
3	UCS 3624 , Adjustable Incline Bench	8	\$	\$
4	UCS 222-WRAP , Headwrap for UCS Bench	5	\$	\$
5	KEISER 6901 , Functional Trainer (no base)	4	\$	\$

6	KEISER 6905 , Small Compressor	1	\$	\$
7	KEISER 2600 , Cable Package, consisting of: <u>6644</u> 1 – Pro Thigh Cinch Strap <u>6070</u> 1 – Lat Back Strap <u>9693</u> 1 – Tricep Rope Pull Down <u>3194B</u> 1 – Cat Belt <u>6643</u> 1 – Pro Ankle Cinch Strap <u>6068</u> 2 – Rubber Padded Handle Straps (1 pair) <u>6887</u> 1 – Cook Bar <u>6888</u> 1 – Cook Bar DVD	4	\$	\$
8	POWERBLOCK 6918 , Urethane Club Set (5-90 lb)	8	\$	\$
9	FIRST PLACE 2068 , Sled Dawg Elite	2	\$	\$
10	FIRST PLACE 2670 , Drive Sled II	2	\$	\$
11	UCS 5623 , G2 Plyo Boxes, set of 3 (12", 18", 24")	2	\$	\$
12	UCS 2515 , SPS Plyo Box Logo	2	\$	\$
13	ULTRASLIDE 9769 , 10' Board	4	\$	\$
14	ULTRASLIDE 9769L , Logo for 10' Board	4	\$	\$
15	FIRST PLACE 3190s , ABC Speed/Agility Ladder, hard rung	2	\$	\$
16	FIRST PLACE 6535 , Superband, ½" wide	10	\$	\$
17	FIRST PLACE 6536 , Superband, 1" wide	10	\$	\$
18	FIRST PLACE 6537 , Superband, 1-3/4" wide	6	\$	\$
19	FIRST PLACE 6538 , Superband, 2-1/2" wide	4	\$	\$
20	CHAMPION 4624 , 4-1/2" Cone	10	\$	\$
21	EXTREME CORE 7666 , Trainer with Core Handles	2	\$	\$
22	FIRSTPLACE 3877 , Professional SB Wall Rack	2	\$	\$
23	FITBALL 9183 , 55 CM, Sport-Black	3	\$	\$
24	FITBALL 9184 , 65 CM, Sport-Black	3	\$	\$
25	FITBALL 9185 , 75 CM, Sport-Black	2	\$	\$
26	FIRST PLACE 2611 , Elite Med Ball, 4LB, Red/Gray	1	\$	\$
27	FIRST PLACE 2612 , Elite Med Ball, 6LB, Yellow/Gray	1	\$	\$
28	FIRST PLACE 2613 , Elite Med Ball, 8LB, Blue/Gray	1	\$	\$
29	FIRST PLACE 2614 , Elite Med Ball, 10LB, Orange, Gray	1	\$	\$
30	FIRST PLACE 2615 , Elite Med Ball 12LB, Green/Gray	1	\$	\$
31	FIRST PLACE 2616 , Elite Med Ball, 18LB, Black/Gray	1	\$	\$
32	FIRST PLACE 2617 , Elite Med Ball, 20LB, Black/Gray	1	\$	\$
33	FIRST PLACE 2618 , Elite Med Ball, 25LB, Black/Gray	1	\$	\$
34	FIRST PLACE 2619 , Elite Med Ball, 30LB, Black/Gray	1	\$	\$
35	FIRST PLACE 2693 , Kettlebell Rack	1	\$	\$
36	FIRST PLACE 3802 , 8KG Vinyl Encased Yellow Kettlebell	4	\$	\$
37	FIRST PLACE 3804 , 16KG Vinyl Encased Red Kettlebell	6	\$	\$

38	FIRST PLACE <u>3805</u> , 20KG Vinyl Encased Silver Kettlebell	6	\$	\$
39	FIRST PLACE <u>3806</u> , 24KG Vinyl Encased Black Kettlebell	4	\$	\$
40	TRX <u>2030</u> , System-Professional	4	\$	\$
41	DYNAMAX <u>5042</u> , 8LB Accelerator I	2	\$	\$
42	DYNAMAX <u>5043</u> , 10LB Accelerator II	2	\$	\$
43	DYNAMAX <u>5044</u> , 12LB Stout I	2	\$	\$
44	DYNAMAX <u>5045</u> , 14LB Stout II	1	\$	\$
45	DYNAMAX <u>5046</u> , 16LB Hefty I	1	\$	\$
46	FIRST PLACE <u>9647</u> , 10LB Solid Rubber Bumper Plate (Pair)	10	\$	\$
47	FIRST PLACE <u>9648</u> , 25LB Solid Rubber Bumper Plate (Pair)	10	\$	\$
48	FIRST PLACE <u>9602</u> , 35LB Solid Rubber Bumper Plate (Pair)	10	\$	\$
49	FIRST PLACE <u>9649</u> , 10LB Solid Rubber Bumper Plate (Pair)	10	\$	\$
50	YORK <u>2907-5</u> , Rubber Encased Iso-Grip 5LB Olympic Plate	20	\$	\$
51	YORK <u>2907-2.5</u> , Rubber Encased Iso-Grip 2.5LB Olympic Plate	10	\$	\$
52	YORK <u>9657</u> , 1500LB Olympic Test Bar	8	\$	\$
53	PURESTRENGTH <u>OB20E</u> , 20K Needle Bearing Bar	8	\$	\$
54	MUSCLE CLAMP <u>9711</u> , Olympic Muscle Clamp Collar (pair)	10	\$	\$
55	FIRST PLACE <u>1827</u> , 60LB Weight Lifting Chains (pair)	8	\$	\$
56	FIRST PLACE <u>1826</u> , 44LB Weight Lifting Chains (pair)	8	\$	\$
57	FIRST PLACE <u>5059</u> , Dynamax Medicine Ball Rack	1	\$	\$
58	FIRST PLACE <u>6719</u> , Double Tree	1	\$	\$
59	PB <u>2066</u> , Elite Molded Roller 3' Long 6" Round, with instructional CD-ROM included	12	\$	\$
60	FIRST PLACE <u>3844</u> , Foam Roller Wall Rack	2	\$	\$
61	BOSU <u>9007</u> , Balance Trainer	3	\$	\$
62	KEISER <u>6917</u> , M3 Spinning Bike	10	\$	\$
63	FREE MOTION <u>FMEL4225</u> , Elliptical Trainer, Stand, Console	1	\$	\$
64	FREE MOTION <u>FMTL8255</u> , Commercial Grade Treadmill	2	\$	\$
65	CENTURY <u>10868</u> , Adjustable Speed Bag & Platform	2	\$	\$
66	CENTURY <u>101257</u> , Gold Heavy Bag	2	\$	\$
67	CENTURY <u>143011</u> , Gold Leather Focus Mitt Long	2	\$	\$
68	CENTURY <u>143011-12</u> , Gold Leather Heavy Bag Glove (12oz)	2	\$	\$
69	CENTURY <u>143011-14</u> , Gold Leather Heavy Bag Glove (14oz)	2	\$	\$
70	CENTURY <u>143011-16</u> , Gold Leather Heavy Bag Glove (16oz)	2	\$	\$
71	POWERLINE <u>10380</u> , Slammer Shield	1	\$	\$
72	TKO <u>502HWM</u> , Heavy Bag Wall Mount with Swivel	2	\$	\$

73	Continuing Education, Seminars, Customer Support for above equipment (Please provide details and cost, if any)	1	\$	\$
74	Warranty Information on all above equipment (Please provide details and cost, if any)	1	\$	\$
75	Delivery, Installation and Set-up of All Equipment Note that successful Bidder must remove and properly dispose of all boxes and packing materials from BREC premises.	1	\$	\$
	Complete the attached Affidavit of Non-collusion and Human Rights Certification information and Affirmative Action Data Page.			
	Successful Bidder must furnish a certificate of insurance for installation of the equipment that complies with MnSCU insurance requirements described in General Terms & Conditions of bid.			
	Successful Bidder must furnish a performance bond in an amount equal to bid. The sureties of the bond shall be from a surety company authorized to transact business in Minnesota. A certified check in the full amount of the bid may be accepted in lieu of a performance bond. The performance bond or certified check will be released upon satisfactory provision and installation of all goods and services purchased by Bemidji State University.			
			BID TOTAL	\$

It is understood that this is NOT a Purchase Order, but a Request for Bid.

The following information must be filled in; otherwise bid may not be considered.

Terms: _____ (Discount offered for less than 30 days will not be considered in making award.)

Firm Name	Signature in Ink / Date	Title
Address	City, State, Zip	Phone # Fax #
Minnesota Tax ID # or SS#	Federal ID #	E-Mail Address

GENERAL TERMS & CONDITIONS

THIS IS A REQUEST FOR PROPOSAL/BID - NOT A PURCHASE ORDER

1. **INTRODUCTION.** This Request for Bid does not commit MnSCU to award any contract or to pay any costs incurred by responders. The following terms set forth the minimum requirements of MnSCU and may be included in the contract entered into by MnSCU and the Contractor. Any materials submitted may be incorporated by reference in the final contract.
2. **TIME OF SUBMISSION.** All sealed responses must be received by the MnSCU Contact Person identified on page 1 by the due date and time. All responses will be time-stamped showing the date and time received. **LATE RESPONSES WILL NOT BE CONSIDERED.**
3. **ALTERATIONS OR ERASURES.** An alteration or erasure of any price contained in the response may be rejected unless the price figure is crossed out and the correction is initialed by the person who signed the response. **THIS INCLUDES, BUT IS NOT LIMITED TO, CORRECTION FLUID AND TYPEWRITER CORRECTION TAPE.**
4. **AUTHORIZED SIGNATURE.** The response must be fully executed by an officer or other authorized representative of the responder. Proof of authority of the person signing the response must be furnished upon request.
5. **FACSIMILE OR E-MAIL RESPONSES.** Neither facsimile nor e-mail responses will be considered unless specifically authorized by MnSCU in the RFB document.
6. **ACCEPTANCE OR REJECTION OF RESPONSES.** MnSCU reserves the right to accept or reject any or all responses or portions thereof or to waive any irregularities or informalities in proposals/bids received.
7. **ADDENDA TO THE REQUEST FOR BID.** Changes to the RFB will be made by written addendum. Any addenda issued will become part of the RFB. Each responder must follow the directions on the addendum. All requests for clarification must be directed to the MnSCU Contact Person.
8. **RESPONDER ERRORS.** Prior to the opening of sealed responses any responder may withdraw its response by notifying the MnSCU Contact Person in writing of the desire to withdraw, by appearing in person at the MnSCU location identified on page 1 and withdrawing the response, or by facsimile received by the Contact Person requesting withdrawal of the response. After sealed responses are opened, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to the MnSCU Contact Person within a reasonable time after the responses were opened and prior to MnSCU's detrimental reliance on the response.
9. **SPECIFICATIONS.** Responses will be held to strict compliance with the specifications. If a response deviates from the specifications, the deviation must be clearly noted. MnSCU reserves the right to reject any or all responses that are not an approved equal.
10. **MATERIAL DEVIATION.** The responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede MnSCU's terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFB. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS AND CONDITIONS, SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the RFB General or Special Terms and Conditions and specifications that:
 - a. Gives the responder taking the exception a competitive advantage over other responders, or
 - b. Gives MnSCU something significantly different from that which MnSCU requested.
11. **NATION OF ORIGIN.** The responder/bidder must state the nation of origin of all items proposed/bid, if such nation is not the United States.
12. **PRICES & DISCOUNTS.** A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be submitted in United States currency. Prices must be maximum, with delivery FOB Destination, Freight Collect, unless otherwise specified. Discount offered for less than 30 days will not be considered in making an award.
13. **PAYMENT.** Payment will be made within 30 days after receipt of an undisputed invoice, after satisfactory provision and installation of all goods and services purchased.
14. **PUBLICITY.** The Vendor shall make no representations of MnSCU's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Bid without the prior written consent of MnSCU. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs and similar public notices.
15. **RESPONSIBLE VENDOR.** If MnSCU, on the basis of available evidence, concludes that a particular vendor appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.
16. **NONRESPONSIVE OFFERS.** Responses that do not comply with the RFB will be considered non-responsive and will be rejected.

17. **AWARD.** Unless otherwise provided for in the RFB, the award will be made to the lowest priced responsible vendor meeting all of the terms and conditions and specifications.
 - a. **LOW-TIED RESPONSES.** Low-tied responses will be referred to the Chancellor or delegate. The Chancellor or delegate may inter into negotiation with the low-tied responders when the Chancellor or delegate deems such action to be in the best interest of MnSCU.
 - b. **TG/ED PREFERENCE.** In accordance with Minn. Stat. § 471.345, Subd. 8 and Board Procedure 5.14.5, Part 10, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFB. The preference is applied only to the first \$500,000 of the response to the RFB. Eligible TG businesses must be currently certified by the Department of Administration Materials Management Division (ADMIN MMD) prior to the bid opening date and time. To verify TG/ED certification, refer to the MMD's website at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors." To verify TG eligibility for preference, refer to the MMD's website under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's Help Line at 651-296-2600.
18. **INQUIRIES.** Telephone inquiries or unsolicited visitation by vendors or their representatives are not allowed. Questions from prospective vendors regarding the RFB shall be submitted in writing. Questions may be submitted by fax machine.
19. **AWARD RESULTS.** Bid tabulations will not be given over the telephone. Vendors can obtain bid tabulations by sending in a stamped, self-addressed envelope along with their bids. Vendors who include a self-addressed, stamped envelope, can expect to receive a copy of the tabulation approximately two weeks after bid opening.
20. **LEGAL AUTHORITY & GOVERNING LAW.** The bid award is made subject to Minnesota Statutes 136F.581 and 471.345. The RFB and purchase will be construed in accordance with and performance governed by the laws of the State of Minnesota.
21. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat § 181.59 prohibiting discrimination.
22. **JURISDICTION AND VENUE.** Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.
23. **ASSIGNMENT.** The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of MnSCU's Chancellor or delegate. This consent requirement includes reassignment of the Contract due to a change in ownership, merger or acquisition of the Contractor or its subsidiary or affiliated corporations.
24. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, Contractors are required to provide their Federal Employer identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contractor to file a tax return and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and MnSCU personnel involved in the payment of MnSCU obligations.
25. **LIABILITY.** Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. MnSCU's liability is governed by the Minnesota Tort Claims Act., Minn. Stat. § 3.736 and other applicable law.
26. **INTELLECTUAL PROPERTY INDEMNIFICATION:** The vendor warrants that any materials or projects provided or produced or utilized in the performance of this order will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the vendor and, the vendor at the vendor's expense, shall indemnify and defend the State against any losses, cost, expense or liability (including attorney's fees) arising out of such a claim, whether or not such claim is successful against the State.
27. **OWNERSHIP OF COPYRIGHT:** All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.
28. **REQUEST FOR CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in the RFB, it shall immediately notify the MnSCU Contact Person on page 1 in writing, of such error and request modification or clarification of the document.
29. **NONCOLLUSION CERTIFICATION.** When included with the RFB, the responder shall complete and submit the Affidavit of Noncollusion.
30. **TAXPAYER IDENTIFICATION** information must be provided on the bid.
31. **DISPOSITION OF RESPONSES.** Minn. Stat. § 13.591 Subd. 3 (b), All materials submitted in response to this RFB will become property of MnSCU and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this RFB that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act., Minn. Stat. § 13.37, the responder must:
 - a. Clearly mark all trade secret materials in its response at the time the response is submitted;
 - b. Include a statement with its response justifying the trade secret designation for each item; and

- c. Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless MnSCU, its agents and employees, from any judgments awarded against 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 the RFB, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of MnSCU. MnSCU is required to keep all the basic documents related to its contracts, including responses to RFBs, for a minimum of 7 years.

MnSCU will not consider the prices submitted by the responder to be trade secret materials.

32. **DATA PRIVACY-GOVERNMENT DATA PRACTICES ACT:** To the extent that the vendor takes possession of, has access to the private, nonpublic protected nonpublic, or confidential data of procurer or the State, the vendor will agree to comply with the requirements of the Minnesota Government Data Practices Act (M.S. Chapter 13) in providing services under this agreement. The vendor agrees to indemnify, save, and hold the State of Minnesota harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provisions of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of this agreement. In the event that the vendor subcontracts any or all of the work to be performed under this agreement, the vendor shall retain responsibility under the terms of this paragraph for such work.
33. **STATE AUDIT:** The books, records, documents, and accounting procedures and practices of contractor/vendor relevant to this agreement shall be subject to examination by the customer, MnSCU, and either the Minnesota legislative auditor or state auditor as appropriate.
34. **ENTIRE AGREEMENT.** The entire agreement of the parties shall be considered to consist of the contents of this RFB, the Contractor's response, any contract form executed, any purchase order issued, and all other attachments and amendments.
35. **CONTRACT AMENDMENTS.** MnSCU reserves the right to make changes to any subsequent purchase order or contract, when mutually agreed to by MnSCU and the Contractor, if the changes are within the general scope of the purchase order or contract. Changes to a contract will be made by Contract Amendment. An approved Contract amendment means one approved by the authorized signatories of the Contractor and MnSCU as required by law.
36. **AFFIRMATIVE ACTION COMPLIANCE:** Responder/bidder agrees that if awarded the contract, responder/bidder will not engage in any discriminatory employment practices. Vendor must certify that it either (1) has a Human Rights Certificate issued by the Commissioner of Human Rights, or (2) has applied for a certificate from the Commissioner of Human Rights or (3) is exempt from the requirements of M.S. 363.073. **Effective July 1, 2003 – The Minnesota Department of Human Rights is authorized to charge a \$75.00 fee for each Certificate of Compliance issued. You may submit your 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: Contract Compliance Unit, Minnesota Department of Human Rights, Sibley Square at Mears Park, 190 East 5th Street, Suite 700, St. Paul, MN 55101, Phone 651-296-5663, TTY 651-296-1283, Toll Free 800-657-3704.**
37. **ANTITRUST:** By signing this bid, the bidder affirms, under penalty of perjury, that the pricing contained herein has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the request for proposal/bid, designed to limit independent bidding or competition. In addition, the bidder hereby assigns to procurer any and all claims for overcharges as to goods and materials purchased in connection with this project resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first-tier suppliers under the contract.
38. **DEFAULT:** A Minnesota State Colleges and Universities purchase order constitutes a binding contract. Failure to comply with the requirements of that purchase order and its bid will constitute default, and the vendor will be held responsible for all costs required to correct the default. Repeated defaults or failures to pay all costs may cause suspension for all bidder lists.
39. **FALSE STATEMENTS:** Proposals/bids which contain conflicting, false, or misleading statements or which provide references which contradict or do not support an attribute or condition stated by the vendor shall be rejected.
40. **HAZARDOUS SUBSTANCES:** To the extent that the products to be supplied to procurer by the successful responder/bidder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in Minnesota Rules, the successful bidder shall provide procurer with sufficient material safety data sheets regarding those substances. A copy shall be included with each delivery made during the term of the contract.
41. **NON-APPROPRIATION:** Continuation of any agreement beyond June 30 of any year is contingent upon continued legislative appropriation of funds for the purpose of this agreement. If these funds are not appropriated, procurer shall notify vendor in writing and any agreement will terminate on June 30 of that year. Procurer shall not be assessed any penalty if the agreement is terminated because of the decision of the legislature not to appropriate funds.
42. **INSURANCE REQUIREMENTS FOR WORK DONE ON MnSCU PREMISES:** A Certificate of Insurance meeting MnSCU requirements below must be supplied for any work performed on MnSCU premises, including assembly and installation of products supplied as a result of a bid award:

Vendor must submit an ACCORD Certificate of Insurance to the Bemidji State University Procurement & Logistics Office, 1500 Birchmont Drive, #8, Bemidji, MN 56601 prior to performing any work or installing any purchases on MnSCU premises. 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. Vendor shall maintain and furnish satisfactory evidence of the following:

- A. **Workers' Compensation Insurance.** Vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, Vendor shall 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.

- B. **Commercial General Liability.** Vendor shall 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 VENDOR or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

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

In addition, the following 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
BEMIDJI STATE UNIVERSITY

- C. **Commercial Automobile Liability.** Vendor shall 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 Vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following 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
BEMIDJI STATE UNIVERSITY

- D. MnSCU reserves the right to immediately terminate the order/work if Vendor is not in compliance with the insurance requirements and further retains all rights to pursue any legal remedies against Vendor. All insurance policies must be available for inspection by MnSCU and copies of policies must be submitted to:

Procurement & Logistics
Bemidji State University
1500 Birchmont Drive, #8
Bemidji, MN 56601

43. **PERFORMANCE BOND:** Successful bidder must furnish a performance bond in an amount equal to bid. The sureties of the bond shall be from a surety company authorized to transact business in Minnesota. A certified check in the full amount of the bid may be accepted in lieu of a performance bond. The performance bond or certified check will be released upon satisfactory provision and installation of all goods and services purchased by Bemidji State University,

THIS FORM MUST BE SIGNED, NOTARIZED, AND SUBMITTED WITH YOUR BID

MINNESOTA STATE COLLEGES AND UNIVERSITIES

AFFIDAVIT OF NON-COLLUSION

I hereby 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 bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for Bid designed to limit independent quoting or competition;
3. That the contents of the Request for Bid have not been communicated by the respondent or its employees or agents to any person not an employee or agent of the responder or its surety on any bond furnished with the Request for Bid and will not be communicated to any such person prior to the official opening of the Request for Bid; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to me this day of _____, 20_____.

Notary Public: _____

My commission expires _____, 20_____.

NOTARY STAMP & SEAL:

IF YOUR BID TOTAL EXCEEDS \$100,000.00
THE FOLLOWING PAGES MUST BE COMPLETED, SIGNED AND SUBMITTED WITH BID

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:

	Box A	Box B	Box C	Box D
On any single working day within the previous 12 months, the company... Then you must complete these boxes...				
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: _____