

# ST. CLOUD STATE U N I V E R S I T Y

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*A tradition of excellence and opportunity*

## **REQUEST FOR PROPOSAL**

### **LAUNDRY EQUIPMENT AND SERVICE CONTRACT**

ST. CLOUD STATE UNIVERSITY  
720 4<sup>TH</sup> AVENUE SOUTH  
ST. CLOUD, MN 56301-4498

**ST. CLOUD STATE UNIVERSITY  
REQUEST FOR PROPOSAL  
LAUNDRY EQUIPMENT AND SERVICE CONTRACT**

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ST. CLOUD STATE UNIVERSITY  
REQUEST FOR PROPOSAL  
LAUNDRY EQUIPMENT AND SERVICE CONTRACT

**ADVERTISEMENT FOR PROPOSALS**

Notice is hereby given that Offers will be received by the Director of Purchasing, St. Cloud State University, until **3:00pm** on **January 30, 2013** for the purpose of **Laundry Equipment and Service Contract**, according to the specifications on file at:

St. Cloud State University  
Business Services  
Administrative Services 122  
720 Fourth Avenue South  
St. Cloud, Minnesota 56301-4498

Specifications and Request for Proposal forms may be obtained from [www.stcloudstate.edu/businessservices/](http://www.stcloudstate.edu/businessservices/) under "News & Announcements.

Offers are to be submitted in a sealed envelope addressed to the Director of Purchasing at the above address and clearly marked in the lower left corner of the envelope, " **Laundry Equipment and Service Contract.**" St. Cloud State University reserves the right to reject any and all Offers and to waive any informalities contained in such Offers.

Dated at St. Cloud, Minnesota, this \_\_\_\_\_.

---

Lisa Sparks  
Director of Purchasing

ST. CLOUD STATE UNIVERSITY  
REQUEST FOR PROPOSAL  
**LAUNDRY EQUIPMENT AND SERVICE CONTRACT**

**PROPOSAL INSTRUCTIONS: Page 1 of 3**

**DATE:** January 3, 2013

**TITLE:** Laundry Equipment and Service Contract

**ISSUING AGENCY:** St. Cloud State University  
720 Fourth Avenue South  
St. Cloud, Minnesota 56301-4498

**PROPOSAL INSTRUCTIONS:** Proposals will be received and registered until **3:00 P.M.** on **January 30, 2013** for furnishing the equipment and services described herein. Proposals received after this time and date will be rejected and returned unopened. Proposals may be delivered in person or by U.S. mail or other couriers. Faxed proposals are not acceptable. Proposals must be submitted with the envelope plainly marked in the lower left corner: **“Laundry Equipment and Service Contract.”**

**PROPOSAL ACCEPTANCE PERIOD:** This proposal shall be binding upon the Offeror for 180 calendar days following the proposal acceptance review date. Any proposal in which the Offeror shortens the acceptance period may be rejected. Proposals will be on file and open to public inspection for 30 days after award determination. All terms and specifications included in or appended to this solicitation apply to any subsequent award.

Complete and return the Proposal Offering Form with the Proposal to:

St. Cloud State University  
Business Services-Purchasing  
Administrative Services 122  
720 Fourth Avenue South  
St. Cloud, MN 56301-4498

All forms and attachments must be filled out in ink, typewritten, or word-processed. The proposal must be signed by an authorized member of the firm. Prices and terms of the proposal as stated must be valid for the entire length of any resulting contract, unless changes are made through mutual consent.

ST. CLOUD STATE UNIVERSITY

REQUEST FOR PROPOSAL  
LAUNDRY EQUIPMENT AND SERVICE CONTRACT

**PROPOSAL INSTRUCTIONS: Page 2 of 3**

All inquiries for information are to be directed to:

Lisa Sparks  
Director of Purchasing  
St. Cloud State University  
720 Fourth Avenue South  
St. Cloud, Minnesota 56301-4498  
Phone: (320) 308-4788  
lksparks@stcloudstate.edu

Other department personnel are NOT allowed to discuss the Request for Proposal with anyone, including responders, before the proposal submission deadline.

**PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held at **3:00-5:00 P.M.** on January 16, 2013, in Case/Hill Hall-main lobby, St. Cloud State University. Parking is available in the Fourth Street Parking Ramp. Visit <http://www.stcloudstate.edu/parking/> for more information. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facets of this solicitation. While attendance at this conference is not prerequisite to submitting a proposal, those who intend to submit Offers are encouraged to present all questions relative to this Request for Proposal at the pre-proposal conference. A copy of this solicitation should be brought to the pre-proposal conference. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

**REVISIONS TO THE REQUEST FOR PROPOSAL:** In the event it becomes necessary to revise any part of this Request for Proposal, revisions will be provided in the form of an addenda on the web link [www.stcloudstate.edu/businessservices/](http://www.stcloudstate.edu/businessservices/) under “News and Announcements” where the initial Request For Proposal is housed. The University reserves the right to extend the deadline for receipt of proposals if necessary.

**WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn in writing and submitted by facsimile, mail, or hand delivery from the Vendor prior to the deadline for receipt of proposals. No oral withdrawals will be accepted.

ST. CLOUD STATE UNIVERSITY

REQUEST FOR PROPOSAL  
LAUNDRY EQUIPMENT AND SERVICE CONTRACT

**PROPOSAL INSTRUCTIONS: Page 3 of 3**

**REQUIREMENTS FOR SUBMITTING A PROPOSAL:** Proposals should be as thorough and detailed as possible so that the University may properly evaluate the Offeror's capability to provide the required services. The vendor must clearly state in the proposal any exceptions to or deviations from the specifications or terms and conditions. All costs associated with the purchase of the equipment proposed must be made explicit in the vendor's response. Any costs incurred by the successful vendor in the completion of any award issued on the basis of this proposal, but not explicitly stated in the vendor's response, shall not be payable. Please submit one (1) original and three (3) copies of the proposal. Offerors are required to submit the following items or information but are not limited solely to these items:

- Request for Proposal Offering Form signed and completed as specified.
- Specific list of equipment.
- Respond in order to all of the items listed section 5 in the RFP and provide written point by point narrative responses to each of the proposal requirements.
- Certificate of Compliance Statement signed and completed as specified.
- Acknowledgement of acceptance of MnSCU contract(s) language.
- Acknowledgement of ability to obtain insurance required in section 2.20

**State Of Minnesota – Affirmative Action Certification**

**If your response to this solicitation is or could be in excess of \$100,000**, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification**

**1 BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

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

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

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

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). [If the date is the same as the response due date, indicate the time your plan was received: \_\_\_\_\_ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B – For those companies not described in BOX A**

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

**BOX C – For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5<sup>th</sup> St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

**ST. CLOUD STATE UNIVERSITY**

**REQUEST FOR PROPOSAL  
LAUNDRY EQUIPMENT AND SERVICE CONTRACT**

DIRECTOR OF PURCHASING  
ST. CLOUD STATE UNIVERISTY  
BUSINESS OFFICE, ADMIN. SVCS. 122  
720 FOURTH AVENUE SOUTH  
ST. CLOUD, MN 56301-4498

RFP OPENING TIME: 3:00 P.M.  
RFP OPENING DATE: January 30, 2013

**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: \_\_\_\_\_

**ST. CLOUD STATE UNIVERSITY**  
**REQUEST FOR PROPOSAL**  
**LAUNDRY EQUIPMENT AND SERVICE CONTRACT**

**Section 1 GENERAL INFORMATION**

1.1 SCOPE OF SERVICE

St. Cloud State University is requesting proposals to assist in the development of a contract for the installation and operation of a dual combination of coin and debit card operated laundry services to the St. Cloud State University residence halls and apartments. The purpose of this RFP is to obtain complete data from each vendor to enable the University to determine which vendor is best able to serve all of the criteria which are to be considered in the award of this contract.

1.2 GENERAL INFORMATION

- The St. Cloud State University, founded in 1869, is Minnesota's second largest university, with 16,000 students from 80 nations. It is located about an hour northwest of Minneapolis along the oak-crowned west bank of the Mississippi River.
- SCSU provides 175 majors, minors, and pre-professional programs, including regional rarities such as aviation, meteorology and geographic information systems.
- The main campus is located on 100 acres situated between down town St. Cloud, a metropolitan area of 100,000 residents, and the Beaver Islands, a group of more than 20 islands that form a natural maze for a two-mile stretch of the Mississippi river.
- Student housing has been an active part of SCSU since the university was founded in 1869. Some of the oldest buildings on campus are student residence halls. As the university experienced growth, more facilities were built during the 1960s. As the university continued to grow, more off campus housing became abundant for SCSU students, and campus housing was not added to the university. Current capacity is approximately 3,200 beds in 10 residence halls and two apartment complexes. Housing is provided primarily for single, undergraduate students.
- Residence hall occupancy for the 2012-2013 academic year is approximately 80% of capacity. On campus housing enjoys a high occupancy rate for first year, traditional aged undergraduate students despite no residency requirement for students. A strong student centered program, leadership opportunities, and affordable pricing have been attributed for the strong occupancy numbers. Recent upgrades and renovations to our facilities has improved the modern amenities and made SCSU more competitive with peer institutions.

1.3 ISSUING OFFICE

The SCSU Purchasing Department is issuing this Request For Proposal (RFP) on behalf of The Department of Residential Life. The SCSU Purchasing Department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP, and is the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP. All communications, including any requests for clarification, concerning this RFP shall be addressed no later than **January 22, 2013** in writing or fax to:

Lisa Sparks, Director of Purchasing  
St. Cloud State University  
Business Office - AS 122  
720 4th Ave. S.  
St. Cloud, MN 56301

Reference : **Laundry Equipment and Services**  
Purchasing Contact: Lisa Sparks (320) 308-4788  
Purchasing Fax: (320) 308-4175  
E-mail: lksparks@stcloudstate.edu

## **Section 2 TERMS AND CONDITIONS**

### **2.1 PROPOSAL EVALUATION AND AWARD:**

The award shall be made in the best interest of the University. This Request for Proposal is not subject to any competitive bidding requirements of Minnesota law. The University reserves the right to accept other than the most financially advantageous proposal. The University reserves the right to accept or reject any and all proposals, to waive any informality in proposals, and unless otherwise specified in writing by the Offeror, to accept any items in any proposal. The University may require oral presentation of one or more Offerors for the purpose of discussion and negotiation. The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

### **2.2 APPLICABLE LAW:**

This contract shall be governed and interpreted by the laws of the State of Minnesota.

### **2.3 PARTIES TO THE CONTRACT:**

The Contract shall be between St. Cloud State University, an agency of Minnesota State Colleges and Universities, and the successful Offeror known as the "Contractor" according to the terms set forth herein. A representative of the University will be responsible for the administration of the Contract, and referred to as the "Contract Liaison".

### **2.4 CONTRACT COMMENCEMENT:**

It is the intention of the University to commence the resulting Contract on or about **July 1, 2013**.

### **2.5 DEBRIS REMOVAL:**

Vendor is responsible for removal of all debris from the SCSU campus. Use of SCSU dumpsters is strictly prohibited. Inspection will be made after completion of work to ensure that project area is left clean.

### **2.6 NON-DISCRIMINATION:**

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any University employee or student because of race, color, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age.

### **2.7 STATE AUDITS:**

The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

2.8 AFFIRMATIVE ACTION:

Contracts that are one hundred thousand dollars (\$100,000.00) or more require a Certificate of Compliance from the State of Minnesota Department of Human Rights.

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 5<sup>th</sup> Street, Suite 700, St. Paul, MN 55101, Phone 651-296-5662, TTY 651-296-1283, Toll Free 800-657-3704.

2.9 LICENSES:

The successful Contractor(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

2.10 SUPERVISION AND INSPECTION:

The University will reserve the right to request the removal of any Contractor(s) employee from the performance of the contract if in the judgment of the University, such removal shall be necessary in order to protect the interests of the University.

2.11 AMENDMENTS:

The Contract shall not be varied except by an instrument in writing executed subsequently to the execution of the Contract by both parties.

2.12 CONTRACT TERMINATION:

The University may terminate with or without cause the Contract by giving the other not less than thirty (30) days written notice of the intention to terminate as of the specified date. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

2.13 INDEMNIFICATION:

The Contractor shall indemnify, defend or hold the University harmless:

- 1.) from and against any claim or demand by third persons for loss, liability or damage, including claims for property damage, personal injury or wrongful death, arising out of any accident thereto occasioned by any act or nuisance made or suffered on the Premises, or by any fire or other destructive force on the Premises or growing out of or caused by any failure on the part of the Contractor to maintain the Premises in a safe condition and shall reimburse the University for all costs and expenses in connection with the defense of such claims; and
- 2.) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions in the Contract or the rules, regulations, ordinances and laws of the United States or the State of Minnesota.

2.14 LAWS TO BE OBSERVED:

The Contractor shall observe, perform and comply with or require compliance with all governmental laws, ordinances, rules and regulations of the United States and the State of Minnesota, the Minnesota State Colleges and Universities, or any department thereof, which in any manner may affect the providing of services required as outlined in this Request for Proposal.

2.15 LIENS:

The Contractor shall not commit or suffer any act of neglect whereby the University premises shall become subject to any attachment, lien, or encumbrance whatsoever, except as hereinafter provided, and shall indemnify and hold harmless the University from and against all attachments, liens, charges, and encumbrances and all expenses relating therefrom.

2.16 REIMBURSEMENT OF COSTS:

Each Vendor submitting a proposal is responsible for all costs associated with preparing and submitting a complete proposal response, including costs that may be incurred in providing SCSU with additional information. SCSU is under no obligation to reimburse the Vendor for any proposal costs or incur any costs on Vendor's behalf.

2.17 VENDOR SELECTION:

The selection of a Vendor and the accompanying award of a contract, should either occur, is at the discretion of SCSU. Implementation of the services covered by executed contracts by any MnSCU campus other than SCSU will be at the sole discretion of those MnSCU campuses, and may require modifying addenda applicable solely to those campuses.

2.18 DISPOSITION OF RESPONSES:

All materials submitted in response to this RFP 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 RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn, Stat. 13.37, the Responder must:

- Clearly mark 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, and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives that State's award of the contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of MnSCU.

MnSCU will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Responses to this RFP will not be open for public review until MnSCU decides to pursue a contract and that contract is awarded.

2.19 TARGETED/ECONOMICALLY DISADVANTAGED BUSINESS & INDIVIDUALS:

In accordance with Minnesota Rules 1230.1810, subpart B and Minnesota Rules 1230.1830, certified Targeted Group Businesses or individuals submitted proposals as prime contractors will receive up to six percent preference on the evaluation of their proposals. For information regarding certification, contact the Department of Administration, Materials Management Helpline at (651) 296-2600, TTY (651) 282-5799.

## 2.20 INSURANCE:

The Contractor shall maintain, during the life of this Contract, the following minimum insurance requirements: General Liability: \$2 Million Combined Single Limit per Occurrence, and \$2 Million Aggregate Single Limit per Occurrence; Automobile Liability: \$2 Million Combined Single Limit per Occurrence. Professional Technical Errors & Omissions Liability: \$2 Million Combined Single Limit per Occurrence.

Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. Workers' Compensation coverage complying with the laws of the State of Minnesota.

These policies shall contain a covenant requiring thirty (30) days' written notice to the University before cancellation, reduction or other modifications of coverage. These policies shall be primary and non-contributing with any insurance carried by the University and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each.

In the event that the Contractor fails to maintain and keep in force the insurance coverage as herein provided, the University shall have the right to terminate the Contract without notice. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this Contract until specified coverage requirements are revised. The Contractor shall save, keep harmless and defend the University against any and all liability claims, cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (State or otherwise) occurring in connection with or in any way incident to, or arising out of the occupancy, use, service, operation, or performance of work in connection with this Contract, resulting in whole or part from the negligent acts or omissions of employee, agent, or representative of Contractor.

Insurance certificates furnished by companies licensed to do business in the State of Minnesota indicating the required minimum coverage shall be furnished the University prior to Contract award. The University shall each be listed as an additional name insured on the Commercial General Liability and any excess/umbrella liability policies.

On notification of award and prior to issuance of the Contract, the Contractor shall provide the University, Certification of Insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Minnesota and signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days' written notice shall be given the University by the party initiating any revision.

## **Section 3 CONTRACT TERMS**

### 3.1 TERMS AND CONDITIONS:

The terms and conditions of the Contract will not be changed without prior written consent of both parties. The University reserves the right to obtain services from an alternate contractor should Contractor not be able to provide services when needed.

### 3.2 CONTRACT DOCUMENTS:

It is mutually agreed by and between the State and the Contractor that the University's acceptance of the Contractor's offer by the issuance of a MnSCU contract. The Contract entered into by the parties may consist of the Request for Proposal, the signed Proposal submitted by the Contractor, the Standard Contract Form, the General Terms and Conditions, Special Terms and Conditions, and Specifications including all modifications thereof, all of which shall be referred collectively as the Contract Documents. All other communication between the parties, whether oral or written, with reference to the subject matter of this Contract is void and superseded.

### 3.3 CONTRACT TERM

It is the intention of the University to commence the resulting Contract so that the service is operational on or about July 1, 2013. The term of the Contract will be four (4) years with the option of one (1) additional year renewal, upon written agreement up to five (5) years.

### 3.4 CONTRACT ASSIGNMENT:

Neither this Contract nor any part hereof shall be assigned, sublet or transferred directly or indirectly without the written consent of the University.

### 3.5 CONTRACT LIAISON:

For purposes of this Contract, the University liaison shall be:

Mr. Dan Pedersen  
Director of Residential Life  
Or Designee  
St. Cloud State University  
Phone: (320) 308-2166

## **Section 4 SPECIFICATIONS AND REQUIREMENTS**

### 4.1 VENDOR REQUIREMENTS

1. The vendor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance against the vendor shall be documented by the University and submitted to the vendor for review and corrective action. Continued poor performance shall be deemed a breach of these specifications and shall be cause for immediate termination of the contract. A review meeting shall be called between the University and vendor when documented charges are brought. A Maintenance and inspection procedure acceptable to the University covering all services specified under the RFP is required. Records of all inspections by the vendor shall be kept and available to the University in such form and detail as shall be designated by the University.
2. The vendor shall be responsible for obtaining, and keeping current, all permits, licenses, taxes and insurance on its machines and operations. Vendor shall be responsible for all fees now and hereafter imposed on said equipment by reason of ownership, possession or use, together with any penalties and interest.
3. The vendor shall assume complete responsibility for damage to the premises, property or persons using said equipment and shall rectify said damage.
4. At the expiration or other termination of the contractual agreement the Vendor will remove their equipment. Any equipment left on the premises after the expiration of the contract will be considered abandoned and removed by the University. Vendor will be responsible for removal charge.

5. The vendor will conform to all traffic regulations of the St. Cloud State University campus and surrounding community. Deliveries shall be made in compliance with University policy as to time and manner.

#### 4.2 EQUIPMENT

The vendor is required to provide all NEW washers and dryers necessary to meet the volume, feature, quality and accessibility needs of the University. The proposed machines must be provided with the response and include manufacture name and Energy Star Rating information.

1. All machines must be installed with dual operation for coin and debit card mechanisms that operated on the Blackboard platform system.
2. Washer to be front load, commercial quality, high speed (extract at a minimum of 1,000 rpm's to reduce drying time); computerized washers and dryers (interact with user, count coins and cycles, self-diagnostic for fast service in order to provide total accountability); large capacity, high speed dryers (to reduce drying time). Machines should have digital read out that displays cycle length and time remaining in cycle.
3. The vendor should be capable of providing heavy duty (30 lb minimum) washers and dryers in areas appropriate and where installation requirements can be met. An average user to washer/dryer ratio of approximately 45 students should be followed for all facilities. Washers and dryers must be commercial grade, heavy-duty models and must Underwriter Laboratory (UL) rated and labeled with water and energy consumption requirements.
4. Equipment should include multiple temperature and fabric settings, as well as digital display washers and dryers that are simple to operate. Washers which must have a payload volume of at least 2.8 cubic feet and must have a Modified Energy Factor of 2.0. Operational instructions that shall be conspicuously and attractively posted in each laundry room.
5. All washers and dryers must be white.
6. 50% of all washers and dryers in designated laundry rooms must meet ADA accessibility guidelines.
7. All dryers shall provide users with a fully dry load for the price of one cycle.
8. Laundry machines must have digital display showing operating instructions, "time remaining" and price.
9. In addition to machine operating instructions, the vendor must supply, in a conspicuous manner on each machine, such consumer information as to where malfunctions should be reported, where refunds may be obtained, and where comments on product quality may be made.
10. The Vendor shall provide laundry tables in sufficient quantities (space permitting) and suitable for the sorting and folding of clothing shall be provided. Tables shall be compatible with design, finish and quality with the supplied washers and dryers. The final design and color shall be subject to review and approval by the University.

#### 4.3 DEBIT CARD CAPABILITIES

1. Vendor must be capable of offering, and willing to offer at the vendor's, expense, an electronic debit card system . The debit card system will run in conjunction with the coin operated system, and must be compatible with St. Cloud State University card reader software programs (Blackboard). Vendor may request specifications from the St. Cloud State University Campus Card Office.
2. Vendor will need to provide St. Cloud State University with all information necessary for networking machines for a debit card system and any other technology linked systems.

3. The University wishes to maintain its card reader debit card system. The card reader system must be able to control washer/dryer activation as well as track costs and provide multiple discounts for various categories of card holders. Card readers must be mounted in accordance with ADA specifications.

#### 4.4 INSTALLATION

1. All machines supplied pursuant to these specifications shall be installed and operative no later than July 15, 2013, unless otherwise agreed upon by the University, the selected vendor, and the current vendor (through June 30, 2013).
2. All cost related to installation of laundry equipment shall be the responsibility of the selected vendor. All costs related to connecting the laundry equipment to the card access system shall be the responsibility of the selected vendor.
3. Vendor to complete installation of dryer vents to building ventilation systems, coin vaults, power cords, vent kits, and drain siphon breaks to existing hookups. The University shall provide satisfactory foundations for machines to be secured to.
4. The University will furnish adequate electrical power to the general areas of the machines. The vendor will be responsible for the cost of connections from the machines to the power source.
5. The University will provide adequate access to all locations for vendor work. The University will supply adequate plumbing, electrical, gas (if applicable) and network connectivity for laundry service as outlined in this RFP.
6. Prior to installation of any equipment, the Vendor will have the equipment reviewed and approved in writing by the appropriate University staff.

#### 4.5 OPERATION

1. The Vendor shall be responsible for delivery, receiving, storage and security of all equipment, parts and laundry room supplies as agreed to.
2. The vendor agrees that the said equipment will be kept in areas designated as the laundry rooms, and that the residents will have free and unobstructed access to the equipment during all reasonable hours.
3. Vendor shall provide at all times, adequate and expert managerial and administrative supervision of its employees in the service area. Vendor management will meet regularly as determined by the Department of Residential Life staff, and will work cooperatively in the development and improvement of services.
4. The vendor shall have and assume complete responsibility for its employees and its personnel relations including, but not limited to, all applicable government regulations relating to employment, payment of personnel, and worker's and unemployment compensation. All persons working for or on behalf of vendor whose duties bring them upon University premises shall obey all rules and regulations established by the University, and shall comply with all reasonable directions of employees and agents while on University premises. Accordingly, vendor agrees to take all necessary measures to prevent injury and loss to persons and property located on University premises. Vendor shall be responsible for all damages to persons or property caused by vendor or any of its agents or employees. Vendor shall promptly report to the St. Cloud State University Department of Residential Life all damages that the vendor or its agents or employees caused to University premises or equipment. The University will bill the vendor for the repair of all damages to include materials and labor charges. Vendor will immediately notify University Department of Public Safety and thereafter furnish a full written report of any and all accidents in which the vendor or its agents and employees were involved. Vendor shall perform the services in the contract without interfering in any way with the activities of the University faculty, staff, students and visitors.

5. Vendor agrees that at all times, the employees of the vendor furnishing or performing any of the services specified in the contract shall do so in a proper and professional manner. Vendor employees and agents shall wear uniforms which are in good condition. Vendor shall be an equal opportunity employer and shall conform to all Affirmative Action and other applicable requirements, accordingly, vendor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of person in any manner prohibited by law. Vendor shall advise the University of the telephone numbers and addresses of management personnel and shall arrange for at least one person to be available at all times by telephone. Vendor shall maintain monthly roster sheets of all vendor employees assigned to the University premises. Vendor shall, at all times, employ and maintain an adequate staff for consistent and efficient operation of all services specified under the contract.
6. The University may, at any time, or from time to time, and for any reason whatsoever, notify the vendor that it will no longer accept services performed by any one or more of the vendor's employees. The University shall have no obligation to disclose such notification. Vendor shall promptly remove the employee(s) from University premises and take immediate steps to insure that its performance under the contract will not be reduced. Vendor shall provide sufficient backup in times of staff shortages due to vacation, illness, and inclement weather. Every employee or agent of the vendor assigned to the University premises shall have appropriate identification provided by the vendor for inspection by University staff.
7. The vendor and its agents and employees shall have the right to use only those University facilities which are necessary to perform service under the contract, and shall have no right of access to any other University facility.
8. The University will provide security and visual inspection of the laundry rooms of the same quality and frequency as provided to other common areas on campus.
9. The University agrees to provide other utilities as required for the operation of vendor machines. However, the University will not guarantee an uninterrupted power supply, although periods of service interruption will be kept to a minimum insofar as the University has control over the source or cause of interruption. The University will not be liable for loss resulting from interruption or failure of any utility.
10. The University has the right to request additional washers and dryers, to meet the reasonable needs of the University, anytime during the contract period. Additional equipment provided will not obligate the University to extend the term of the agreement.
11. The University reserves the right to eliminate washers and dryers found to be no long necessary as a result of organizational or operational changes, including building renovations, closings, etc. Any deletions will be accomplished with no fees or penalties charged to the University.
12. The vendor agrees to operate the machines the entire year. However, where reduced usage results in specific locations due to the building being closed, then the vendor and the University shall agree that specific machines may be temporarily inoperable. The final decision as to the specific location and number of machines shall rest with the University.

#### 4.6 MAINTENANCE

1. The vendor will be required to guarantee a minimum service level which applies to all equipment placements. This service level must be defined in terms of number of customer initiated service calls. The University will have the right to require replacement with new equipment of any washer or dryer not within the service level standard for two consecutive months or for more than four months in any twelve month period. Vendor must specify service level standard with your proposal.
2. All replacement equipment throughout the contract will be of equal service quality and capacity. It will be the same age or newer than the other equipment in each location. Should there be residence hall expansion or construction of new residence halls, the machines placed in the new facilities will be of the same service

capacity and quality and the same age or newer than the equipment at other locations on campus. The Vendor will provide the additional equipment at costs comparable to that being charged for existing equipment.

3. The vendor will keep, at vendor's expense, the said equipment in good repair condition and working order. The University expects on site response for minor repairs within forty-eight (48) hours. Major repairs to be made within seven (7) days.
4. The vendor will at all reasonable hours have the right to enter on the premises where the said equipment is located for the purpose of inspecting, maintaining, repairing or observing its use
5. Vendor shall provide a system for scheduling general maintenance and repairs with University personnel. Service and maintenance shall include, but not be limited to, acceptable appearance and operation of machines, maintenance to keep machines in excellent working condition, and regularly scheduled inspection and cleaning of visible venting. Vendor will be responsible for the maintenance and cleaning of ventilation systems from the machines to the walls. The University will be responsible for ventilation systems from the wall to the outside of the building.

#### 4.7 COMMISSIONS – Option 1 (Sample MnSCU Income Contract attached)

1. The vendor shall submit a pricing and commission schedule for a four + one year contract period based upon a coin operated and debit card system operation.
2. The vendor shall be required to submit semester profit and loss statements to the Department of Residential Life by January 31<sup>st</sup> for fall semester, June 15<sup>th</sup> for spring semester, and August 31<sup>st</sup> for summer term.
3. All cash receipts from the machines shall belong to the vendor and vendor shall be responsible for all vendor cost herein noted in these specifications as well as payment of the agreed upon commission payable to St. Cloud State University. The vendor will report monthly the gross sales from all coin revenue for the previous month. Payment of the commission shall be due on the 10<sup>th</sup> of each month for the previous month's sales. A written report form shall be furnished by the vendor for this purpose.
4. When applicable, all debit card receipts shall belong to the vendor and St. Cloud State University will be responsible for payment of the agreed upon commission payable to the vendor. St. Cloud State University will report monthly the gross sales from all campus debit cards for the previous month. Payment of the commission shall be due on the 10<sup>th</sup> of each month for the previous month's sales. A written report form shall be furnished by the University for this purpose.
5. The vendor may request a review of the contract if the average annualized occupancy in a regular academic year is less than 80% in the residence halls.

#### 4.8 COMMISSIONS – Option 2 (Sample MnSCU Service Contract attached)

1. The vendor shall submit a pricing and commission schedule for the four + one year contract period based upon a Fixed rate/free use system for residential students that utilizes card reader operated equipment. Machines must still be capable of operating on a coin basis, even though students may vend for free with use of a University provided ID card.
2. The vendor shall be required to submit semester usage reports for coin operations to the Department of Residential Life by January 31<sup>st</sup> for fall semester, June 15<sup>th</sup> for spring semester, and August 31<sup>st</sup> for summer term.
3. All cash receipts from the machines shall belong to the vendor and vendor shall be responsible for all vendor cost herein noted in these specifications as well as payment of the agreed upon commission payable to St.

Cloud State University. Payment of the commission shall be due January 31<sup>st</sup>, June 15<sup>th</sup>, and August 31<sup>st</sup> for summer term. A written report form shall be furnished by the vendor for this purpose.

**Section 5 RFP Response Requirements**

1. Name and address of operating company.
2. RFP response should include pricing information for machines for the four + one year contract period for both commission options noted in previous section.
3. The RFP should indicate how many machines the vendor will install in each area, and any electrical, venting and plumbing needs necessary for said installation. The RFP should include plans for installing the greatest possible number of machines to maximize each laundry area. Efforts should be made to increase current capabilities in all laundry areas. The following is a current list of campus buildings, the number of machines now in each of those facilities followed by the resident capacity for each facility.

Building	Washers	Dryers	Students (Buildup capacity)
Benton (Ervin house)	6	6	261
Case/Hill	7	8	320
Mitchell	6	6	465
Lawrence	3	3	101
W.W. Holes	8	8	387
Stearns	8	8	389
Shoemaker (North)	3	4	450*
(East/West)*	7	8	
Sherburne	8	8	549
Stateview Apartments	6	6	96
Totals	62	65	

\*Appxt. after renovation process; East/West laundry room will reopen summer of 2014

4. Response shall state how the vendor will provide the University with verification of sales, include a schedule for commission and usage reports.
5. The vendor is responsible for making refunds caused by malfunctioning machines. The RFP response must describe the refund policy and procedures.
6. The RFP response must describe a damaged clothing claim policy and procedures.
7. The duration and extent of experience in providing similar services at an educational institution. Vendor must include copies of five letters of recommendation from current college or university accounts.
8. Vendor must provide in their proposal information pertaining to the duration and extent of service they have had in the operation of college and university laundry services.
9. Describe formats the vendor has used at other institutions introducing students to their laundry services. Response should describe any special marketing promotions and how frequently they are provided to the students (i.e. discounted laundry days, free detergent, etc.).

10. Extra consideration will be given to any “value-added” benefits you can include in your proposal. Examples would be a program by which students can get information on their laptops or cell phones or personal electronic planners when laundry equipment is busy or available.
11. Response to address preventative maintenance procedures in addition to routine service calls; a description of what occurs on normal service calls and the frequency of these service calls. The vendor should also provide the location from where service personnel will travel from in order to perform calls on the St. Cloud State University campus.

## **Section 6      Response Evaluation**

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

St. Cloud State University reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. St. Cloud State University does not agree to reach a decision by any certain date.

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.

### **Selection Process**

The selection process team will include three-five people from the St. Cloud State University Department of Residential Life, including student representation. This group will evaluate the proposals and make the final decision.

### **Selection and Implementation Timeline**

January 3, 2012	Publish RFP notice in MMB Website
January 16, 2013	Optional Pre-proposal meeting 3:00-5:00 Case/Hill lobby
January 22, 2013	Deadline for RFP proposal questions
January 30, 2013	Deadline for RFP proposals
February 4, 2013	Meet with individual responders if needed
February 11, 2013	Complete selection process
April, 1 2013	Execute contract

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

**STATE OF MINNESOTA**

**[Insert your Institution Name]**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**INCOME CONTRACT**

This contract is by and between

\_\_\_\_\_ (hereinafter "PURCHASER") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of [Your Institution Name] \_\_\_\_\_ (hereinafter "STATE").

WHEREAS, the PURCHASER has a need for a specific service; and

WHEREAS, the STATE, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

I. DUTIES OF STATE. The STATE agrees to provide the following:

II. DUTIES OF PURCHASER. The PURCHASER agrees to provide the following:

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed and goods or materials supplied by the STATE pursuant to this contract shall be paid by the PURCHASER as follows:

B. Terms of Payment. Payment shall be made by the PURCHASER for the previous month no later than the 23rd day following the last day of the month being billed for

- IV. TERM OF CONTRACT. This contract shall be effective on \_\_\_\_\_, 20\_\_\_\_\_, **or upon the date that the final required signature is obtained by the STATE**, whichever occurs later, and shall remain in effect until \_\_\_\_\_, 20\_\_\_\_\_, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
- V. CANCELLATION. This contract may be canceled by the PURCHASER or STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- VI. AUTHORIZED REPRESENTATIVES. The PURCHASER'S Authorized Representative for the purposes of administration of this contract is \_\_\_\_\_. The STATE'S Authorized Representative for the purposes of administration of this contract is \_\_\_\_\_.

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

- VII. ASSIGNMENT. Neither the PURCHASER nor the STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- VIII. LIABILITY. The PURCHASER shall indemnify, save, and hold the STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for the STATE'S failure to fulfill its obligations pursuant to this contract.
- IX. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. The STATE 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.
- X. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- XI. GOVERNMENT DATA PRACTICES ACT. The PURCHASER 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 PURCHASER 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 PURCHASER or the STATE. In the event the PURCHASER receives a request to release the data referred to in this Article, the PURCHASER must immediately notify the STATE. The STATE

will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.

XII. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XIII. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the PURCHASER relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

XIV. OTHER PROVISIONS. (Attach additional page(s) if necessary):

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**[Insert your Institution Name]**

By (authorized signature)
Title
Date

**2. PURCHASER:**

**PURCHASER certifies that the appropriate person( s) have executed the contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.**

By (authorized signature)
Title
Date

***[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN ITALICS AND BRACKETS. PLEASE COMPLETE EVERY FIELD AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS BEFORE OBTAINING SIGNATURES.]***

**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
*[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]***

**MAINTENANCE/SERVICE MASTER CONTRACT  
[NOT BUILDING CONSTRUCTION OR REMODELING]**

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of *[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]* (hereinafter "MnSCU"), and *[INSERT CONTRACTOR'S LEGAL NAME AND FULL ADDRESS]*, an independent contractor, not an employee of the State of Minnesota (hereinafter "CONTRACTOR").

WHEREAS, MnSCU, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain services; and

WHEREAS, MnSCU is in need of maintenance or services that are not related to building or facilities construction or remodeling; and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract; and

*[DELETE THE FOLLOWING TWO CLAUSES IF CONTRACTOR IS NOT AN INDIVIDUAL. IF CONTRACTOR IS AN INDIVIDUAL, THEY MUST BE INCLUDED.]*

WHEREAS, the CONTRACTOR represents that he / she is not a current state employee, and

WHEREAS, the CONTRACTOR represents that he / she has not received an early separation incentive under Minnesota State Colleges and Universities Board Policy 4.11, Board Early Separation Incentive Program (BESI), during the one year period prior to the effective date of this contract.

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on *[INSERT FULL DATE (e.g., January 29, 2005)]* or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until *[INSERT FULL DATE (e.g., June 30, 2005)]* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified by MnSCU's authorized representative that it may begin work.** The term of any work authorization issued under this Maintenance/Service Master Contract may not extend beyond the expiration of this Master Contract.

II. **CONTRACTOR'S DUTIES AND SCOPE OF WORK.**

A. The CONTRACTOR may be requested by MnSCU to perform any of the following services under individual work authorizations:

*[INSERT SUFFICIENT DETAIL SO THAT CONTRACTOR CAN BE HELD ACCOUNTABLE FOR THIS WORK. ATTACH ADDITIONAL PAGE(S) IF NECESSARY AND LABEL THE ATTACHMENT.]*

A complete detailed description of required work will be furnished in each work authorization issued.

- B. CONTRACTOR understands that only upon receipt of a work authorization shall CONTRACTOR begin work under this Master Contract. Any and all effort, expenses, or actions taken before the work authorization is issued is not authorized under Minnesota Statutes and is undertaken at the sole responsibility and expense of CONTRACTOR.
- C. CONTRACTOR shall comply with all time requirements described in a work authorization. In the performance of work pursuant to this Contract, time is of the essence.
- D. CONTRACTOR understands that this Master Contract is not a guarantee of a work authorization. MnSCU has determined that it might have need for the services under this Master Contract, but MnSCU does not commit to issuing a work authorization or spending any money with CONTRACTOR.
- E. CONTRACTOR and all of its Subcontractor(s) shall comply with the Labor Standards and Wages requirements of Minnesota Statutes Chapter 177 as applicable. Minnesota Statutes Section 177.43, Subd. 3, requires the collection of payroll information, as further described below, for all Contracts or work under a work authorization, unless:
  - the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete it, or
  - the estimated total cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.
- 1. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this project contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry

Prevailing Wage unit

443 Lafayette Road N.

St. Paul, MN 55155

Phone: (651) 284-5091

E-mail: [dli.prevwage@state.mn.us](mailto:dli.prevwage@state.mn.us)

Web: [www.dli.mn.gov](http://www.dli.mn.gov)

- 2. The Contractor shall review the applicable Prevailing Wage Rate Requirements to determine the applicable prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay that are applicable to this project contract. A copy of the applicable Prevailing Wage Rate Determination Schedule, as published by Minnesota Department of Labor and Industry, can be found at the DOLI website for commercial construction at [www.dli.mn.gov/LS/PrevWageComm.asp](http://www.dli.mn.gov/LS/PrevWageComm.asp). The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids.
- 3. Hours of labor  
Pursuant to Minnesota Statutes 177.43:
  - (1) no laborer or mechanic employed directly on the project work site by the contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work of the project, is permitted or required to work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and
  - (2) a laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

### **Exceptions**

This requirement does not apply to wage rates and hours of employment of laborers or mechanics who process or manufacture materials or products or to the delivery of materials or products by or for commercial establishments which have a fixed place of business from which they regularly supply processed or manufactured materials or products. This section applies to laborers or mechanics who deliver mineral aggregate such as sand, gravel, or stone which is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

**Posting**

The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids. Each contractor and subcontractor performing work on a public project shall keep the information posted on the project in at least one conspicuous place for the information of the employees working on the project.

**Penalty**

It is a misdemeanor for an officer or employee of the state to execute a contract for a project without complying with this section, or for a contractor, subcontractor, or agent to pay any laborer, worker, or mechanic employed directly on the project site a lesser wage for work done under the contract than the prevailing wage rate as stated in the contract. This misdemeanor is punishable by a fine of not more than \$700, or imprisonment for not more than 90 days, or both. Each agent or subcontractor shall furnish to the contractor evidence of compliance with this section. Each day a violation of this section continues is a separate offense.

**Examination of records; investigation**

The Department of Labor and Industry shall enforce this section. The department may demand, and the contractor and subcontractor shall furnish to the department, copies of any or all payrolls. The department may examine all records relating to wages paid laborers or mechanics on work to which sections 177.41 to 177.44 apply.

The Contractor and subcontractors shall comply with Minnesota Statutes 177.41-.44. To facilitate compliance pursuant to the Statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project would be secured and are included and published in the Contract Specifications. Any wage determinations that are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the Minnesota Department of Labor and Industry. Therefore, no inference may be drawn from the omission of a classification which has local usage.

**Prevailing wage violations**

Upon issuing a compliance order to an employer pursuant to section 177.27, subdivision 4, for violation of sections 177.41 to 177.44, the commissioner shall issue a withholding order to the contracting authority ordering the contracting authority to withhold payment of sufficient sum to the prime or general contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the contracting authority must withhold the sum ordered until the compliance order has become a final order of the commissioner and has been fully paid or otherwise resolved by the employer.

During an investigation of a violation of sections 177.41 to 177.44 which the commissioner reasonably determines is likely to result in the finding of a violation of sections 177.41 to 177.44 and the issuance of a compliance order pursuant to section 177.27, subdivision 4, the commissioner may notify the contracting authority of the determination and the amount expected to be assessed and the contracting authority shall give the commissioner 90 days' prior notice of the date the contracting authority intends to make final payment.

3. Pursuant to Minnesota Statutes Section 177.43, Subd. 3, all contractors and subcontractors shall submit to the Owner's contracting entity copies of payrolls that contain all the data required by Minnesota Statutes §177.30. Contractors and subcontractors shall use Form MnSCU073 for this purpose.
4. Keeping Records; Penalty:
  - (a) every employer subject to Minnesota Statutes Section 177.21 to 177.44 must make and keep a record of:
    - (1) the name, address, and occupation of each employee;
    - (2) the rate of pay, and the amount paid each pay period to each employee;
    - (3) the hours worked each day and each workweek by the employee;
    - (4) for each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the employer shall furnish under oath signed by an owner or officer of an employer to the contracting authority and the project owner every two weeks, a certified payroll report with respect to the wages and benefits paid each employee during the preceding weeks specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit

account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs; and

(5) other information the commissioner finds necessary and appropriate to enforce sections 177.21 to 177.435. The records must be kept for three years in or near the premises where an employee works except each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the records must be kept for three years after the contracting authority has made final payment on the public works project.

(b) The commissioner may fine an employer up to \$1,000 for each failure to maintain records as required by this section. This penalty is in addition to any penalties provided under section 177.32, subdivision 1. In determining the amount of a civil penalty under this subdivision, the appropriateness of such penalty to the size of the employer's business and the gravity of the violation shall be considered.

III. **CONSIDERATION AND TERMS OF PAYMENT.**

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR for all work authorizations issued pursuant to this Master Contract shall be paid by MnSCU as follows:

1. Compensation of *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS PER HOUR FOR EACH SERVICE IDENTIFIED, e.g., Fifty and 00/100 Dollars (\$50.00) per hour for XYZ task]*
2. The **total obligation** of MnSCU for all compensation and reimbursement to the CONTRACTOR shall not exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS, e.g. Four Thousand One Hundred Twenty and 00/100 Dollars (\$4,120.00).]*
3. Check one box below as applicable.

\_\_\_\_\_ Funds are encumbered on this contract and the encumbered amount is \$\_\_\_\_\_.

\_\_\_\_\_ No funds are encumbered at this time and payment will be certified by purchase order. *[IF THIS BOX IS CHECKED, WRITE "NOT APPLICABLE" IN THE ENCUMBRANCE SIGNATURE BLOCK.]*

B. Terms of Payment.

1. Payment shall be made by MnSCU promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MnSCU's authorized representative. All services provided by the CONTRACTOR under work authorizations issued pursuant to this Master Contract shall be performed to the satisfaction of MnSCU, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MnSCU to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:
  - a. *[USE TERMS OR PHRASES SUCH AS WEEKLY, MONTHLY OR WITHIN CALENDAR DAYS FOLLOWING COMPLETION OF SERVICES OR IF THERE ARE SPECIFIC DELIVERABLES, PHASES, TASKS, LIST HOW MUCH WILL BE PAID FOR EACH.]*
  - b. Retainage. No more than ninety percent (90%) of the amount due will be paid by MnSCU until all the services under this Contract or applicable work authorization have been reviewed by MnSCU's authorized representative. The balance due will be paid when MnSCU's authorized representative determines that CONTRACTOR has satisfactorily fulfilled all the terms of the Contract or applicable work authorization.
2. Nonresident Aliens. Pursuant to 26 U.S.C. § 1441, MnSCU is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code § 7701(b). MnSCU will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MnSCU makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the

extent that MnSCU does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MnSCU harmless for any taxes owed and any interest or penalties assessed.

IV. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to work authorizations, purchase orders, or cancellation of this Master Contract must be sent to the other party's authorized representative.

A. MnSCU's authorized representative for the purpose of administration of this Master Contract is:

Name:  
Address:  
Telephone:  
E-Mail:  
Fax:

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

B. The CONTRACTOR'S authorized representative for the purpose of administration of this Master Contract is:

Name:  
Address:  
Telephone:  
E-Mail:  
Fax:

V. **CANCELLATION AND TERMINATION.**

A. This Master Contract may be canceled by MnSCU at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. Termination for Insufficient Funding. MnSCU may immediately terminate this Master Contract, if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered in this Master Contract. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MnSCU receiving notice that sufficient funding is not available. MnSCU is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MnSCU will not be assessed any penalty if the Master Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this Master Contract without the prior written consent of MnSCU.

VII. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by MnSCU, arising from the performance of this Master Contract, by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MnSCU's failure to fulfill its obligations pursuant to this Master Contract.

VIII. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statutes § 176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MnSCU employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MnSCU's obligation or responsibility.

IX. **MINNESOTA STATUTE §181.59.**

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**X. DATA DISCLOSURE.**

- A. The CONTRACTOR is required by Minnesota Statutes §270C.65 to provide either a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations.
- B. For any person hired as an independent contractor, except for those persons whose contract is for less than two (2) months with gross earnings of less than Two Hundred Fifty and 00/100 Dollars (\$250.00) per month and for corporations, Minnesota Statutes § 256.998 requires that his or her social security number and date of birth be submitted to the Department of Human Services. This information may be used in the enforcement of state and federal child support laws.

**XI. GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this Master Contract and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this Master Contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MnSCU.

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

**XII. INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (“MATERIALS”) do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MnSCU at the CONTRACTOR’S expense from any action or claim brought against MnSCU to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR’S or MnSCU’s opinion is likely to arise, the CONTRACTOR shall, at MnSCU’s discretion, either procure for MnSCU the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

**XIII. ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

- XIV. **JURISDICTION AND VENUE.** This Master Contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Master Contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XV. **AMENDMENTS.** Any amendments to this Master Contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this Master Contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; X., Data Disclosure; XI., Government Data Practices Act; XII., Intellectual Property; XIV., Jurisdiction and Venue; and XVI., State Audits.
- XVIII. **INSURANCE.** CONTRACTOR shall submit an ACCORD Certificate of Insurance to MnSCU's authorized representative prior to execution of the Master Contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insureds. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the Minnesota State Colleges and Universities within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be canceled without at least thirty (30) days advance written notice to the Minnesota State Colleges and Universities. 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. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:

A. **Workers' Compensation Insurance.** CONTRACTOR shall provide workers' compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR 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.** CONTRACTOR 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 CONTRACTOR 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 shall 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  
 [INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]

C. **Commercial Automobile Liability.** CONTRACTOR 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 CONTRACTOR, 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 shall be included:

Owned, Hired, and Non-owned  
 Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities

[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]

D. MnSCU reserves the right to immediately terminate this Master Contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by MnSCU and copies of policies must be submitted to MnSCU's authorized representative upon written request.

XIX. **AFFIRMATIVE ACTION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.**

*[DELETE CLAUSE XIX IF THE TOTAL CONTRACT VALUE IS UNDER \$100,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.]*

MnSCU intends to carry out its responsibility for requiring affirmative action by its CONTRACTORS.

- A. Covered Contracts and Contractors. If the contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the CONTRACTOR must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the CONTRACTOR does not have a Certificate of Compliance, said CONTRACTOR must certify that it is in compliance with federal affirmative action requirements.
- B. Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- C. Minnesota R. 5000.3400-5000.3600.
1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
  2. Disabled Workers. The CONTRACTOR must comply with the following affirmative action requirements for disabled workers.
    - (a) The CONTRACTOR must 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 CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon 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 for training, including apprenticeship.
    - (b) The CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
    - (c) In the event of the CONTRACTOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- (d) The CONTRACTOR 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 must state the CONTRACTOR'S 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 CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minnesota Statute §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 persons.
3. Consequences. The consequences for the CONTRACTOR'S failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or MnSCU.
  4. Certification. The CONTRACTOR hereby certifies it is in compliance with the requirements of Minnesota Statutes § 363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

XX. **OTHER PROVISIONS.**

*[DELETE CLAUSE XX IF THERE ARE NO ADDITIONAL PROVISIONS TO THE CONTRACT.]*

*[ATTACH ADDITIONAL PAGE(S) IF NECESSARY.]*

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

**1. CONTRACTOR:**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

**2. VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name)
Title
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]:**

By (authorized signature and printed name)
Title
Date

**4. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)
Title
Date