

MINNESOTA STATE COLLEGES AND UNIVERSITIES

System Office

**REQUEST FOR PROPOSAL (RFP)
FOR
Facilities Maintenance Operations and Practices Study**

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or System Office to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on <http://www.minnstate.edu/vendors/index.html>. For this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

September 2017

**REQUEST FOR PROPOSAL (RFP)
FOR
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Section I. General Information

Background

Minnesota State Colleges and Universities (“Minnesota State”) is the fifth-largest system of higher education in the United States. It is comprised of 37 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 400,000 students each year. Minnesota State is an independent state entity that is governed by a 15 member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state’s public community colleges, technical colleges and state universities into one system (excluding the University of Minnesota campuses). The System Office in St. Paul, Minnesota, is the central administrative and staff office under the direction and supervision of the chancellor. For more information about Minnesota State, please view its website at www.minnstate.edu.

The Facilities Department within the Minnesota State System Office manages a wide range of diverse and complex services relating to the buildings, land and overall environment of the 54 campuses with services centered on acquiring, disposing, financing, constructing, planning and managing campus land and improvements.

Nature of RFP

Since Minnesota State’s inception over 25 years ago, the emphasis on the facilities portfolio and scope of work has been on comprehensive facilities planning and design and construction of major capital and asset preservation projects. Recently emphasis has broadened to include the safety and environmental compliance aspects of campus facilities. Facilities operation and general maintenance programming and management has generally been left to individual colleges and universities. However, questions around appropriate maintenance, staffing, and operational standards have underscored the need to review current facilities maintenance and operations practices and provide institutions with a level of guidance and common expectations.

System college and university facilities total more than 28 million square feet and represent a major investment by the State of Minnesota and an expense in terms of operating costs and capital investment requirements. As good stewards of both the system’s physical and financial resources, it is imperative that the physical plant be run safely, efficiently and effectively, to maximize student learning outcomes while minimizing operational and long-term capital investment costs and impacts on the environment.

The System Office is requesting proposals for professional services to assist in reviewing and assessing the organizational effectiveness of a representative set of up to seven (7) Minnesota State college and university facilities organizations (see Appendix A) in the areas of facilities operations and maintenance. The assessment shall:

1. Compare those operations against national standards;
2. Report the results of those representative campus assessments to the system office;
3. Use the representative assessments to make recommendations for system-wide operations and maintenance policies, standards, and practices; and
4. Outline implementation strategies to deploy recommendations to the entire Minnesota State system.

Accordingly, Minnesota State shall select the vendor(s) whose proposal, and oral presentation, if requested, demonstrate in Minnesota State’s sole opinion the clear capability to best fulfill the purposes of this RFP in a cost-effective manner. Vendors may affiliate with other vendors and submit one joint response if additional assistance is needed to accomplish the scope of this RFP. Any joint proposal should identify the

primary vendor who will have the contractual relationship with Minnesota State. The primary vendor shall be responsible for affiliate or subcontractor relationships at their sole cost and responsibility. Vendor responses may call out required data, milestones, and/or deliverables that are not mentioned/missing or excluded within the scope of deliverables which the vendor(s) deems critical to the success of the project.

Minnesota State reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of Minnesota State. This RFP shall not obligate Minnesota State to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest. This RFP is undertaken by Minnesota State pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Definitions

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

Institutions: The representative set of seven (7) Minnesota State college and university facilities organizations (see Appendix A) that are selected to participate in this study. Institutions shall be located in the Twin Cities metro area and in Greater Minnesota.

Maintenance work: For purposes of this RFP, includes: mechanical system maintenance, lighting system maintenance, energy and water management, general repairs, refresh/renew (replacing carpet, painting, etc.), life safety system maintenance (building systems only), security system maintenance (including locking systems and keys), and periodic retrocommissioning. Note that this explicitly excludes the following tasks: custodial, event prep, grounds maintenance, solid waste management, telecom and cable system maintenance, and fleet maintenance.

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the System Office.

System Office: The central administrative office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota 55101.

Vendor(s): The firm or firms selected by the System Office as the successful responder(s) responsible to execute the terms of a contract.

Scope Summary

The project is envisioned in four phases.

Phase I: Data Gathering

In the first phase, the vendors(s) shall gather and review the institutions' (as further defined in "Definitions") data, including (but not limited to):

- Floor plans
- Gross square footage and year built of facilities
- Current replacement value, cost of backlog and renewal needs
- Energy and water consumption
- Space utilization and facility hours
- Computerized Maintenance Management System (CMMS) historic work order reports, if available
- Unit policies, procedures and operating instructions
- Regulatory compliance history

- Construction, Occupancy, Protection and Exposure (COPE) inspection history
- Lease agreements
- Service contracts
- Operating expense data for facilities unit
- Existing mechanical system specs and manuals for a subset of institutions' HVAC equipment
- Organizational chart
- Position descriptions
- Collective bargaining agreements

Whenever possible, files will be provided to the vendor(s) via email in an electronic file format. Files may originate from the institutions or from the System Office. Every effort will be made by System Office and college/university staff to compile data in advance of Phase I to expedite the project.

It is expected that the bulk of this data gathering will be done remotely and will not require any visits to Minnesota State colleges or universities or to the Minnesota State system office. Phase I may overlap with Phase II.

Phase II: Business Process Review

In this phase, the vendor(s) will visit college or university facilities departments to review and document the departments' practices in a number of broad areas. Those areas include (but are not limited to):

- Asset inventory and condition
 - Major building assets (such as HVAC systems) identified and age, condition, location detailed
 - Asset data integrated into CMMS
 - Historical costs to repair individual assets
 - Failure rates for individual assets
- Staffing
 - Size of workforce
 - Ratio of supervisor/maintenance worker
- Organization
 - Centralized or shop-based
 - Decentralized or zone-based
 - Organized by activity type (planned v. unplanned)
 - Other
- Work management
 - Work assignment
 - Work authorization
 - Service efficiency
 - Utilization of a CMMS or non-computerized maintenance management system to schedule current and future work orders, track work and run reports
- Maintenance work (as defined in "Definitions") time and expense spent addressing
 - Planned
 - Preventive maintenance
 - Includes periodic retro-commissioning (e.g. checking timer controls against current schedules, running diagnostics)
 - Includes periodic review of B3 Benchmarking energy and water data
 - Corrective maintenance
 - Unplanned

- Reactive maintenance
 - Emergency maintenance
- Materials management
 - Procurement processes
 - Inventory v. “just in time” deliveries
 - Ease of access to materials
- Financial management
 - Budgeting
 - Maintenance categories
 - Expenditure plans
 - Financial reporting
 - Accounting
 - Cost accounting
 - Billing systems
 - Budget performance
- Regulatory Compliance
 - Occupational Safety and Health Administration (OSHA) regulatory compliance
 - Minnesota Pollution Control Agency (MPCA) regulatory compliance
- Training
 - Maintenance procedures (including assignment and close-out of work)
 - Safety procedures
- Customer Satisfaction
 - Customer service and response time

It is expected that many of these areas will overlap, e.g. gauging failure rates for individual assets will be dependent on access to work order reports.

It is envisioned that this work will be conducted through interviews, tours, observation, and a comparison of data gathered in Phase I to practices witnessed in Phase II. Phase II may overlap with Phase III.

Phase III: Assessment

Once Phases I and II are complete, vendor(s) are expected to begin analyzing data and assessing practices against standards.

Institution-level Assessments

For the purposes of this study, Minnesota State facilities departments should be assessed against APPA’s “Facility Characteristics for Evaluating and Describing Levels of Maintenance” standards (the complete APPA “Facility Characteristics for Evaluating and Describing Levels of Maintenance” table can be found in chapter 2 of *Operational Guidelines for Educational Facilities: Maintenance*, Bigger, Alan, ed., 2011, available at https://online.appa.org/appassa/ecssashop.shopping_page).

The table details 10 common characteristics that can be used to describe the level of maintenance on campus, to monitor goals toward improving maintenance, and to make financial decisions. It allows for comparisons between each of the levels as well as across the characteristics.

The vendor(s) should analyze and assess where gaps exist between institutions’ practices and APPA standards within each of the 10 characteristics.

Additionally, the vendor(s) should analyze, assess and compile recommendations regarding:

- Each institution's adherence to recurring preventive maintenance tasks based on OEM manuals or accepted industry standards
- Each institution's focus on energy and water efficiency as evidenced through use of B3 Benchmarking and scheduled, periodic retro-commissioning
- Staffing and organizational design of facilities department
- Tracking of operating expenses and recommendations for cost accounting and financial reporting standardization
- Existence and effectiveness of CMMS as it is being used for all planned and unplanned maintenance types
- Use of and compliance with the campus's B3 Energy Efficient Operations Manual (EEOM), if applicable (see <http://www.b3mn.org/operations>)
- Materials management
- Maintenance worker training program
- Customer satisfaction program
- Any department activities noted that fall outside scope of traditional definition of "maintenance"
- Recognition of facilities operations and maintenance programs best practices observed
- Prioritized, recommended management actions for each of the visited institution's consideration to enhance the effectiveness of their facility's operations and maintenance programs

System-level Recommendations

In addition to individual institutional analysis and assessment, the vendor(s) should compile the following system-level recommendations:

- Prioritized **management actions** for system-wide consideration to affirm and enhance the effectiveness of Minnesota State facilities operations and maintenance programs
- Recommended system-level facilities operations and maintenance **policies or standards** to be adopted for system-wide application
- Recommendation of the need for a **uniform system-wide computerized maintenance management system (CMMS)** or **individual institution CMMS** systems where a system is missing or needs enhancements
- Recommendation of **resources for training** college and university facilities personnel
- Recommendation for a broader review of college and university facilities' maintenance and operations effectiveness

These assessments and recommendations are expected to be presented in a set of reports and presentations in Phase IV.

Phase IV: Report Findings

At the conclusion of Phase III, the vendor(s) shall present the outcomes of Phase III in a set of reports and in an on-site presentation at the Minnesota State System Office.

- Reports and Presentations
 - Individual institution-level report and presentation of findings and recommendations
 - System-level report and presentation of findings and recommendations
 - Recommended strategies for scaling recommendations system-wide, including:
 - Priority actions, policies or standards for implementation
 - Schedule

Once the findings and recommendations are presented, reviewed and accepted, Minnesota State intends to establish and promulgate system guidance and standards for all 37 colleges and universities.

Scope of Deliverables

Deliverables:

1. Individual institution-level
 - a. Report of findings and recommendations (MS Word)
 - b. Presentation of findings and recommendations (MS PowerPoint)
2. System-level
 - a. Report of findings and recommendations (MS Word)
 - b. Presentation of findings and recommendations (MS PowerPoint)
 - c. Recommended strategies for scaling recommendations system-wide

Three (3) hard copies of each institution-level deliverable (two for each respective campus, and one for the System Office) and three (3) copies of system-level deliverables shall be delivered to the System Office in addition to electronic versions of all documents.

Project Milestones

MILESTONE	DATE
Begin Phase I: Data Gathering	December 2017
Begin Phase II: Business Process Review	January-March 2018
Begin Phase III: Assessment	March-April 2018
Begin Phase IV: Report Findings	May 2018

Vendor Requirements

- Provide staffing required to meet deliverables within the timelines identified by the project team.
- Identifying a plan (tasks and dates) for delivering the deliverables stated above.
- Travel to seven (7) Minnesota State colleges, universities and System Office to gather data and review business processes.

General Selection Criteria

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

- Qualifications of the vendor(s) and their personnel (experience of personnel who are committed to work on the contract will be given greater weight than that of the company);
- Ability to lead business process review and understanding of higher education operations practices, procedures, and process flows;
- Completeness, thoroughness and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed above.

Additional details may be found in Section IV.

Selection Process

The selection process includes the Associate Vice Chancellor, Facilities; the Senior System Director, Capital Development, Facilities; Facilities Directors representing the seven representative Minnesota State institutions (see Appendix A); and the Sustainable Facilities Program Manager. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

Monday, September 18	Publish RFP notice in <i>State Register</i>
Tuesday, October 10, 1:00-3:00 p.m.	Conduct mandatory pre-proposal vendors conference (online)
Thursday, October 12, 5:00 p.m.	Questions due
Tuesday, October 17, 5:00 p.m.	Responses to questions posted
Monday, October 23, 5:00 p.m.	Deadline for RFP proposal submissions
Tuesday-Tuesday, October 24-31	Review RFP proposals
Wednesday, Nov. 1	Short-listed responders notified
Monday-Thursday, Nov. 6-9	Interview short-listed individual responders
Friday, November 17	Complete selection process
Friday, December 8	Deadline for executing contract

All times CDT.

Interviews and Interview Materials

Respondents who are short-listed for interviews will be notified in writing by email. Firms selected for interview may not submit any additional materials that were not part of their original proposal.

During the interview, Respondent's presentation materials may be distributed, such as a PowerPoint presentation or presentation boards. Such materials should include only materials to be referenced by the Team during the interview.

Contract Term

Minnesota State desires to enter into a contract with the successful vendor(s) effective December 8, 2017. The length of such contract(s) shall be two (2) years. If the System Office and the vendor is unable to negotiate and sign a contract by January 8, 2018, then the System Office reserves the right to seek an alternative vendor(s).

Parties to the Contract

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

Contract Termination

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

Applicable Law

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

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the system's Vice Chancellor of Finance and

Chief Financial Officer.

Entire Agreement

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

Deviations and Exceptions

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

Pre-proposal Vendors Conference

Minnesota State will hold a pre-proposal vendors conference on Tuesday, October 10, 2017 from 1:00-3:00 p.m. CDT via web conference. All potential or interested responders are **required to attend** the conference in order for their proposal to be reviewed. To register for the vendors conference, contact:

Name:	Emily Ziring
Title:	Sustainable Facilities Program Manager
Phone:	651-201-1547
E-mail address:	emily.ziring@minnstate.edu

Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between Minnesota State and the vendor.

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

Authorized Signature

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

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or the System Office to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Minnesota State also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

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

Information Contact

Minnesota State's agent for purposes of responding to inquiries about the RFP is:

Name: Emily Ziring
Title: Sustainable Facilities Program Manager
Phone: 651-201-1547
E-mail address: emily.ziring@minnstate.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and the System Office shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and his/her telephone number and e-mail address. When emailing questions, please include the subject line, "RFP questions from (firm name)". Anonymous inquiries will not be answered.

All questions are due on October 12, 2017 by 5:00 p.m. CDT. Agency anticipates posting answers to such questions no later than 5:00 p.m. CDT on October 17, 2017. All questions and answers will be posted at <http://www.minnstate.edu/vendors/index.html>.

Section II. Parties to the RFP

Vendor and State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the System Office.

Section III. Response Format

- The responder shall submit twelve (12) hard copies of its RFP response and an electronic copy (via e-mail attachment, flash drive, or other secure electronic means) with the RFP response in PDF format.
- The electronic file size should be 3 MB or less. Use the reduce file size feature if necessary to accomplish this. The document should be password secured against copying of text, images and other content.
- Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.
- 8 ½ x 11, binding only stapled, in vertical 'portrait' format, no plastic dividers or covers
- Maximum 25 faces (excluding front and back covers, blank dividers, and all appendices)
- All pages numbered
- Font size no smaller than 10 point

Section IV. Response Evaluation

The following criteria and their identified weight will be used by System Office to evaluate the responses to this RFP.

1. Cover letter and acceptance of terms and conditions (0%)

The cover letter shall contain a brief introduction of the vendor(s), corporate structure, major business lines and the proposal. The letter shall be concise and need not repeat any of the detailed information set forth in the proposal; however, any terms or conditions of this RFP and Appendix B. Sample Professional/Technical Contract to which the vendor objects and/or does not accept shall be clearly stated in the cover letter along with any alternatives or further explanation. At a minimum, the cover letter shall be on company letterhead and shall include the name and working address of the firm submitting the proposal, the name, telephone and email address of the primary company representative to be contacted with reference to the proposal, and the date of submission.

2. Statement of Work (SOW) (25%)

Please provide a copy of the SOW including:

- A detailed description of the work, the software and hardware to be used, and the exact nature of the work.
- Approach: Include a description of how the vendor(s) will be working collaboratively internally and with Minnesota State staff.
- Applicable standards: Industry standards or other standards imposed on the project deliverables apart from APPA standards. These should include any standards such as ISO, BOMA, IFMA, ASHRAE, etc.
- Specialized Requirements: These will include any special qualifications for the team, such as a PMP certified Project Manager.

Vendor(s) responses may call out data, milestones, and deliverables that are not mentioned/missing or excluded within the scope of deliverables which the vendor(s) deems critical to the success of the project.

3. Qualifications of the vendor and its personnel (30%)

- Company background, including years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the company provides.
- Résumés and/or background information and experience of key management and operational staff who will be assigned to provide the services outlined in this RFP, including but not limited to:
 - General experience;
 - Specific experience in facilities operations and maintenance; and
 - Qualifications and abilities to perform the services being requested.
- Three (3) references of clients, including company name, address, telephone number, email, primary contact, dates of client engagement, and type of services the company is performing for these clients. NOTE: the vendor(s) certifies that it is empowered to use the names of references it provides and agrees that Minnesota State may contact these references.

4. Cost (18%)

Please use the Exhibit E to complete the cost structure section of the proposal. Vendors must also submit a current Rate Sheet for their firm.

5. Preference, Targeted Group, Economically Disadvantaged Business and Individuals (6%)

See Section V. Preference to Targeted Group and Economically Disadvantaged Business and Individuals

6. Preference, Service Disabled / Veteran-Owned Business and Individuals (6%)

See Section V. Veteran-Owned Preference

7. Interview (15%)

After scoring all vendor proposals for the first six sections above, the top three finalists (“short-list”) will be invited and required to interview via web conference. Resources being submitted must be available for the interview. Sales and marketing materials are not to be presented. The interview will last approximately 1-2 hours. All short-listed vendors will be contacted to arrange a mutually agreed upon date and time.

The System Office reserves the right to name a date at which all short-listed vendors will be invited to present demonstrations or participate in an interview. The System Office does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the **Selection and Implementation Timeline** above.

A proposal may be rejected if it is determined that a vendor’s ability to work with the existing infrastructure will be too limited or difficult to manage.

Section V. Additional RFP Response and General Contract Requirements

In the cover letter response, vendors must respond whether they accept the following terms and conditions of the standard Professional Technical Contract, a sample of which is included in Appendix B. Any exceptions proposed to the standard Professional Technical Contract may require review by Minnesota State’s legal counsel, and may be a factor in considering the Vendor for an award.

Notice to Vendors and Contractors

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

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

Problem Resolution Process

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

Affidavit of Non-Collusion

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

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000 all responding vendors are required to complete the Human Rights Certification Information and Affirmative Action Data Page and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 660 Olive Street, St. Paul, MN 55155." All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

Equal Pay Certificate

If the Response to this solicitation could be in excess of \$500,000, including renewal and extension options, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference, but no less than the percentage awarded to any other group under this section on state procurement to **certified small businesses that are majority-owned and operated by veterans.**

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation due date and time.

If you are claiming the veteran-owned preference, attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

Insurance Requirements

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the System Office's authorized representative prior to execution of the contract. The selected vendor shall not commence work under the contract until they have obtained all the insurance described below and Minnesota State has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

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

1. **Workers' Compensation Insurance.** The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
2. **Commercial General Liability.** The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate
\$2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Products and Completed Operations Liability
Blanket Contractual Liability
Name the following as Additional Insureds:
Board of Trustees of the Minnesota State Colleges and Universities
System Office

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

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

In addition, the following coverages should be included:

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

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

Any deductible will be the sole responsibility of the vendor and may not exceed \$50,000 without the written approval of Minnesota State. If the vendor desires authority from Minnesota State to have a deductible in a higher amount, the vendor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that Minnesota State can ascertain the ability of the vendor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and vendor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by vendor to fulfill this requirement.

Additional Insurance Conditions:

- Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of vendor's performance under this contract;
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice, unless vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minnesota State;
- Vendor is responsible for payment of contract related insurance premiums and deductibles;
- If vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Vendor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the vendor's policy limits to satisfy the full policy limits required by the contract.

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

State Audit

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

Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected vendor. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

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

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

Conflict of Interest

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

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school's chief financial officer or the System Office's Business Manager that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the school or System Office may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the school or System Office may terminate the contract for default. The provisions of this clause

must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve Minnesota State’s rights.

Physical and Data Security

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

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

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

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

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

Reimbursements

Costs provided in Exhibit E shall be inclusive of travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract.

Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than Monday, October 23, 5:00 p.m. CDT:

Institution:	Minnesota State System Office
Name:	Emily Ziring
Title:	Sustainable Facilities Program Manager
E-mail address:	emily.ziring@minnstate.edu
Mailing Address:	30 7th Street East, Suite 350, St. Paul, Minnesota 55101

The responder shall submit twelve (12) copies of its RFP response and an electronic copy (via e-mail attachment, flash drive, or other secure electronic means) with the RFP response in PDF format.

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

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

Responses received from vendor(s) who did not attend the mandatory pre-proposal vendors conference will not be considered.

Responses that are missing a completed Exhibit E and a Rate Sheet will not be considered.

Fax and e-mail-only responses will not be considered.

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

The remainder of this page was intentionally left blank

EXHIBIT A: Affidavit of Non-Collusion

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

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

EXHIBIT B1: Affirmative Action Certification

NOTICE TO CONTRACTORS AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over \$100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over \$100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for four (4) years. For additional information, contact the Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, MN 55155.

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$150.00 fee for each Certificate of Compliance issued. A business or firm must submit its affirmative action plan along with a cashier's check or money order in the amount of \$150.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, Freeman Building, 625 Robert Street North, Saint Paul MN 55155.

State Of Minnesota – Affirmative Action Certification

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

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

Your response will be rejected unless your business:

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

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

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

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

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations
Freeman Building, 625 Robert Street North, Saint Paul, MN 55155
Phone: 651-296-5663 Toll Free: 800-657-3704

Fax: 651-296-9042

TTY: 651-296-1283

Web: mn.gov/mdhr

Email: compliance.mndh@state.mn.us

6/11 – MDHR

Affirmative Action Certification Page, Revised

EXHIBIT B2: Certification of Compliance, Disabled Individuals

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 Minnesota State that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 625 Robert Street North, Saint Paul MN 55155; Voice: 651-296-5663; Toll Free: 800-657-3704; TTY: 651-296-1283.

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

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

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

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

DISABLED INDIVIDUAL CLAUSE

- A. A vendor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take disabled individuals without discrimination based on their physical or mental disability in all employment practices such as the following:

employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

- B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- C. In the event of a vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
- D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.
- E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

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

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

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Revised 1/22/09

EXHIBIT C: Equal Pay Certificate

Minnesota Department of Human Rights
ATTN: Contract Compliance
Freeman Building
625 Robert Street North
Saint Paul, MN 55155
(Or Send to - compliance.MDHR@state.mn.us.)

Equal Pay Certificate Application

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

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

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

Signature	Print Name	Date
-----------	------------	------

Business Name	Business Address
---------------	------------------

EXHIBIT D: Veteran Owned Preference

**STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM**

In accordance with Minn. Stat. §16C.16, subd. 6a, the Minnesota State may award up to a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. §16C.19(d):

1. Principal place of business is in Minnesota.

and

2. The United States Department of Veterans Affairs verifies the business as being a veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference. The preference applies only to the first \$500,000 of a solicitation response.

Claim the Preference

By signing below I confirm that:

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. by making this claim, I verify that:

- My company's principal place of business is in Minnesota; and
- The United States Department of Veteran's Affairs verifies my company as being a veteran-owned small business. (Supported By Attached Documentation)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.

EXHIBIT E: Proposed Costs Form

COST

Provide pricing per project with a detailed breakdown of hours per job title. Estimated number hours must be your estimated maximum, not a range.

Costs provided in Exhibit E shall be inclusive of travel and subsistence expenses.

Note: The System Office does not accept a change order process to the statement of work. Only formal amendments to contract awards agreed to by both parties will allow for change in pricing if scope changes as requested by the System Office.

PHASE I: Data Gathering

Subtotal
Phase I Cost: \$ _____

Job Title	Estimated Number of Hours

PHASE II: Business Process Review

Subtotal
Phase II Cost: \$ _____

Job Title	Estimated Number of Hours

PHASE III: Assessment

Subtotal
Phase III Cost: \$ _____

Job Title	Estimated Number of Hours

PHASE IV: Report Findings

Subtotal
Phase IV Cost: \$ _____

Job Title	Estimated Number of Hours

TOTAL

Estimated Total Price (total of Phases I, II, III, and IV): \$ _____

Please include a copy of your firm's Rate Sheet in your submission.

Section VII: Appendices

Appendix A: Representative Institutions

Institution Name	Region	Enrollment (FYE)*	Campus GSF	Average FCI
Dakota County Technical College	Metro	1,884	539,459	0.19
Inver Hills Community College	Metro	3,263	325,845	0.31
Minnesota State University Moorhead	Northwest	5,378	1,782,097	0.10
North Hennepin Community College	Metro	4,198	490,064	0.04
Rochester Community & Technical College	Southeast	3,703	878,320	0.06
St. Cloud State University	Central	11,481	3,305,014	0.13
Vermilion Community College**	Northeast	528	185,144	0.13

* Full Year Equivalent including online credits. FYE for undergraduate courses is calculated with the sum of undergraduate credits divided by 30. FYE for graduate courses is calculated with the sum of graduate credits divided by 20.

** A member of the Northeast Higher Education District (NHED)

Appendix B: Sample Professional/Technical Contract

P.O. Number _____

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

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

PROFESSIONAL/TECHNICAL SERVICES CONTRACT

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 MINNESOTA STATE), and *[INSERT CONTRACTOR'S LEGAL NAME AND FULL ADDRESS. DO NOT ONLY USE A PO BOX.]*, an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

WHEREAS, MINNESOTA STATE, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, MINNESOTA STATE is in need of professional/technical services, and

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

[DELETE THE FOLLOWING 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 post-separation period prior to the effective date of this contract.

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract is effective on *[INSERT FULL DATE (e.g., January 29, 2013)]* or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until *[INSERT FULL DATE (e.g., June 15, 2013)]* 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 to begin work by MINNESOTA STATE's authorized representative.
2. **CONTRACTOR'S DUTIES. The CONTRACTOR will:**

[PROVIDE SUFFICIENT DETAIL IN THE DUTIES SO THAT YOU CAN HOLD THE CONTRACTOR ACCOUNTABLE FOR THIS WORK. DO THIS BY EITHER: 1) LISTING THE CONTRACTOR'S DUTIES, DELIVERABLES, AND COMPLETION DATES WITH PRECISE DETAIL HERE OR 2) USING AN

EXHIBIT THAT CONTAINS THE PRECISE DUTIES AND DELIVERABLES, NOT THE “PROPOSAL”. YOU MUST INDICATE THAT AN EXHIBIT IS INCORPORATED INTO THE CONTRACT, SUCH AS “Perform the duties specified in Exhibit A, which is attached and incorporated into this contract.”]

3. **CONSIDERATION AND TERMS OF PAYMENT.**

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

- i. Compensation of *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g. Fifty and 00/100 Dollars (\$50.00) for eighty (80) hours. EXPLAIN HOW THE CONTRACTOR WILL BE PAID. EXAMPLES: “IN ACCORDANCE WITH THE BREAKDOWN OF COSTS AS SET FORTH BELOW.” IF DELIVERABLES CAN BE SUCCINCTLY DEFINED, IT IS GENERALLY PREFERABLE TO STRUCTURE PAYMENT BASED ON THE SUCCESSFUL COMPLETION AND ACCEPTANCE OF SPECIFIC TASKS OR DELIVERABLES.]*
- ii. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS (e.g. One Hundred Twenty and 00/100 Dollars (\$120.00). IF NONE, INSERT “Zero Dollars (\$0.00)]* provided that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the Commissioner of Employee Relations attached hereto. *[ATTACH IF APPLICABLE; DO NOT ATTACH IF NOT APPLICABLE]* The CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from MINNESOTA STATE’s authorized representative.
- iii. The **total obligation** of MINNESOTA STATE 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).]*

b. Terms of Payment.

- i. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR’S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE’s authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, 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 MINNESOTA STATE 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:

[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.]
- ii. *[IF APPLICABLE, INSERT THIS CLAUSE.]* Payments are to be made from federal funds obtained by MINNESOTA STATE through Title _____ of the _____ Act of _____ (Public law and amendments thereto). If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by MINNESOTA STATE to the CONTRACTOR. In the event of

such termination, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- iii. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, MINNESOTA STATE is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MINNESOTA STATE 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. MINNESOTA STATE makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MINNESOTA STATE does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MINNESOTA STATE harmless for any taxes owed and any interest or penalties assessed.
- iv. Entertainers. Pursuant to Minnesota Statutes 290.9201, MINNESOTA STATE is required to withhold a two percent (2%) tax on the gross compensation, including reimbursable expenses, paid to non-Minnesota entertainers for any performance in Minnesota.

4. **AUTHORIZED REPRESENTATIVES**. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

- a. MINNESOTA STATE's authorized representative for the purpose of administration of this 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 3, paragraph b.

- b. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

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

5. **CANCELLATION AND TERMINATION**.

- a. This contract may be canceled by MINNESOTA STATE 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. MINNESOTA STATE may immediately terminate this 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 here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MINNESOTA STATE receiving notice that sufficient funding is not available. MINNESOTA STATE 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. MINNESOTA STATE will not

be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MINNESOTA STATE.
7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MINNESOTA STATE, arising from the performance of this 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 MINNESOTA STATE's failure to fulfill its obligations pursuant to this contract.
8. **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 MINNESOTA STATE 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 MINNESOTA STATE's obligation or responsibility.
9. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify MINNESOTA STATE as the sponsoring agency and shall not be released prior to receiving the approval of MINNESOTA STATE's authorized representative.
10. **MINNESOTA STATUTES §181.59.**

The Contractor will comply with the provisions of Minnesota Statutes §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.

11. **DATA DISCLOSURE.**
 - a. As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require

CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

- b. Independent Contractors. Minn. Stat. §256.998 requires MINNESOTA STATE to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

12. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MINNESOTA STATE.

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

[IF THE SERVICES PROVIDED BY CONTRACTOR INCLUDE ACCESS TO, STORAGE, OR TRANSMISSION OF EDUCATION RECORDS OR EDUCATION DATA, CONTACT THE OFFICE OF GENERAL COUNSEL FOR ADDITIONAL CONTRACT PROVISIONS REGARDING DATA SECURITY. IF YOU HAVE ANY OTHER PRIVACY CONCERNS ABOUT THIS CONTRACT, PLEASE CONTACT THE OFFICE OF GENERAL COUNSEL.]

13. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

- a. MINNESOTA STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of MINNESOTA STATE, execute all papers and perform all other acts necessary to assist MINNESOTA STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered “works made for hire” as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MINNESOTA STATE by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR’S obligations under this contract without the prior written consent of MINNESOTA STATE’S authorized representative.

- b. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract 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, MINNESOTA STATE at the CONTRACTOR’S expense from any action or claim brought against MINNESOTA STATE 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 MINNESOTA STATE'S opinion is likely to arise, the CONTRACTOR shall, at MINNESOTA STATE'S discretion, either procure for MINNESOTA STATE 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.

14. **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 contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
15. **JURISDICTION AND VENUE.** This 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 contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **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.
17. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MINNESOTA STATE and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
18. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.
19. **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 THIS CLAUSE IF THE TOTAL CONTRACT VALUE IS UNDER \$100,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.]

MINNESOTA STATE 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 Statutes §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statutes §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 Statutes §363A.36. Minnesota Statutes §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.

i. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statutes §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.

ii. 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 Statutes §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 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 persons.

- iii. 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 MINNESOTA STATE.
- iv. 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.

20. **EQUAL PAY CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$500,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRIMARY PLACE OF BUSINESS.** *[DELETE THIS CLAUSE IF THE TOTAL CONTRACT VALUE IS UNDER \$500,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.]*

MINNESOTA STATE intends to carry out its responsibility for requiring equal pay by its CONTRACTORS.

- a. Covered Contracts and Contractors. If the amount of this contract is in excess of \$500,000.00 and the CONTRACTOR has 40 or more full-time employees in Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, the CONTRACTOR must comply with the requirements of Minnesota Statutes §363A.44 prior to contract execution. CONTRACTOR must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to CONTRACT execution. CONTRACTOR is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. A certificate is valid for four years.
 - i. Consequences. The consequences for the CONTRACTOR'S failure to secure and comply with Minnesota Statutes §363A.44 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, and termination of all or part of this contract by the COMMISSIONER or MINNESOTA STATE.
 - ii. Certification. The CONTRACTOR hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.44 and applicable rules and regulations and is aware of the consequences for noncompliance.

21. **PAYMENT CARD INDUSTRY DATA SECURITY.** *[INCLUDE PROVISION IF THE SERVICES INVOLVE STORAGE, PROCESSING OR TRANSMITTAL OF PAYMENT CARD ACCOUNT NUMBERS. DELETE THIS CLAUSE IF INAPPLICABLE.]*

- a. CONTRACTOR agrees to establish security procedures to protect cardholder data and comply with the Payment Card Industry Data Security Standards (PCI DSS). Contractor can find details of the PCI DSS at https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml
- b. CONTRACTOR agrees to notify *[INSERT NAME OF COLLEGE/UNIVERSITY/THE SYSTEM OFFICE]* within 30 days if either CONTRACTOR establishes that it is not PCI-compliant or CONTRACTOR is notified by a Qualified Security Assessor (QSA) or CONTRACTOR's acquiring bank that CONTRACTOR is not PCI-compliant.
- c. CONTRACTOR agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of CONTRACTOR's security obligations or other event requiring notification under applicable law, CONTRACTOR agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend Minnesota State Colleges and Universities and *[INSERT NAME OF COLLEGE/UNIVERSITY/THE SYSTEM OFFICE]* and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.

- d. CONTRACTOR agrees to notify *[INSERT NAME OF COLLEGE/UNIVERSITY/THE SYSTEM OFFICE]*'s authorized representative within 24 hours in the event of unauthorized release of cardholder data.
22. **ENTIRE AGREEMENT.** This Contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This Contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.
23. **OTHER PROVISIONS.** *[IF "NONE", WRITE "NONE"]*
[IF ADDING OTHER PROVISIONS OR ATTACHMENTS THAT IMPACT OR CONFLICT WITH WHAT IS STATED IN THE CONTRACT, SEEK ASSISTANCE FROM SYSTEM LEGAL COUNSEL.]

The rest of this page intentionally left blank. Signature page to follow.

[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]

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 Statutes §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