

MINNESOTA STATE COLLEGES AND UNIVERSITIES

REQUEST FOR PROPOSAL (RFP) FOR Automated Online Reference-checking Services

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system or its Board of Trustees 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.

April 2018

**REQUEST FOR PROPOSAL (RFP)
FOR
Automated Online Reference-checking Service**

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Section I. General Information

Background

Minnesota State Colleges and Universities is the fourth-largest system of higher education in the United States. It is comprised of 30 two-year and seven four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The system serves approximately 430,000 students each year. The Minnesota State Colleges and Universities 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 community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State Colleges and Universities, please view its website www.minnstate.edu.

Nature of RFP

Minnesota State is requesting proposals to establish a Master Contract for automated online reference-checking services to be available for our colleges and universities to purchase and implement. This RFP is undertaken by Minnesota State pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, Minnesota State shall select the vendor(s) whose proposal demonstrates in the Minnesota State's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. The intended result of this RFP is that online reference checking solutions will be available to Human Resources personnel at each institution in a manner that reduces administrative costs and streamlines the contracting process. 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 Colleges and Universities. 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.

Overview and Goal

In order to improve the talent acquisition process and provide better information to support hiring decisions, Minnesota State is interested in procuring online reference checking services for their colleges and universities. The goal is to provide consistent, legally compliant online reference checks with quick turnaround times. The automated platform should be easy to use and tied to job-specific competencies found in higher education. A 3-year master contract is sought that provides a set annual price per college or university for the automated services and can be billed out separately for each institution that opts in to a master contract. Any resulting contract will be available for the optional use by any authorized human resources personnel of the Minnesota State Colleges and Universities system. Minnesota State does not guarantee the number of participating institutions in any given year.

General Selection Criteria

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

The vendor selected for an award will be the vendor whose proposal is most advantageous to Minnesota State. Minnesota State is not bound to accept the lowest priced proposal if that proposal is not in the best interests of Minnesota State as determined by Minnesota State in its sole discretion. Proposals will be evaluated on the following criteria:

1. Quality and Quantity of Job Profiles and Reference Questions

The extent to which job-specific profiles have been developed and how they measure the competencies needed in a particular job. Explain the science behind the actual reference

questions developed. List the job profiles that are specific to higher education or can be customized.

2. Automated Platform Capabilities

The capabilities for the online reference checking solution and the user experience for HR professionals, candidates, references, and hiring managers.

3. Reference Reports for Hiring Managers and HR Professionals

Quality of the data provided to HR professionals and hiring managers.

4. Training and Support

The training and support provided to users, from set-up to ongoing support.

5. IT Security

Demonstrated data security provided to ensure private data is protected.

6. Qualifications of the Vendor and its Personnel

Detail on your company and its key personnel. Qualifications for providing online reference checking services to higher education clients.

7. Cost

Selection Process

The selection process will be completed by Anita Rios, System Director for Talent Management, Minnesota State System Office, who will consult with IT security, evaluate proposals and make the final decision.

Selection and Implementation Timeline

Monday, April 16, 2018	Publish RFP notice in <i>State Register</i>
Tuesday, May 1, 2018, 5:00 p.m. CST	Deadline for RFP proposal submissions
Wednesday -Thursday, May 2-3, 2018	Review RFP proposals
Thursday, May 3, 2018	Complete selection process
Friday, June 1, 2018	Deadline for executing contract

Contract Term

Minnesota State desires to enter into a contract with the successful vendor(s) effective June 1, 2018. The length of such contract(s) shall be 3 years. If Minnesota State and the vendor is unable to negotiate and sign a contract by June 1, 2018, then Minnesota State 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” 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 resulting contract(s) upon 30 days written notice, with or without cause.

Definitions

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

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

Vendor: The firm selected by Minnesota State as the successful responder(s) responsible to execute the terms of a contract.

Applicable Law

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

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the Vice Chancellor for Human Resources.

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.

Sample Contract

Vendors should be aware of Minnesota State’s standard contract terms and conditions in preparing the response. A sample Minnesota State Services Contract is attached as Exhibit K for Vendor reference. Much of the language reflected in the contract is required by statute. If Vendors take exception to any of the terms, conditions or language in the contract, the Vendor must indicate those exceptions in the response to the RFP; certain exceptions may result in a proposal being disqualified from further review and evaluation. Only those exceptions indicated in the Vendor’s response to the RFP will be available for discussion or negotiation.

Exhibit K also includes a Sample Work Order (Exhibit 1) which may or may not be used. Minnesota State is open to vendor ideas for providing an easy way to manage giving institutions the ability to opt in annually and be billed directly.

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 Minnesota State or its Board of Trustees 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.

Section III. Vendor Requirements

Provide automated online reference-checking solutions to our colleges and universities which are easy to use, secure, and legally compliant, which includes:

- a. Key Specifications (see Exhibit F)
- b. Desired Specifications (see Exhibit G) negotiated with the successful vendor including, but not limited to: quality of job profiles and reference questions that link to competencies; automated platform capabilities that enhance the user experience, easy-to-understand reference reports for hiring managers and HR professionals, training and support.
- c. IT Security (see Exhibit H)
- d. Pricing (see Exhibit I)

Information Contact

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

Name: Anita Rios
Title: System Director, Talent Management
Address: 30 7th Street East, Suite 350
Telephone: 651-201-1846
Fax:
E-mail address: anita.rios@minnstate.edu

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

Section IV. Response Evaluation

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

- | | |
|-----------|--|
| Exhibit E | Respondent Profile and Executive Summary (20%) |
| Exhibit F | Evaluation Criteria – Key Specifications (pass/fail) |
| Exhibit G | Evaluation Criteria – Desired Specifications of Automated Online Reference Checking Solution (40%) |
| Exhibit H | Evaluation Criteria – IT Security (pass/fail) |
| Exhibit I | Evaluation Criteria – Pricing (40%) |

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

Minnesota State reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. Minnesota State 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

Notice to Vendors and Contractors

As a condition of this contract, Vendor 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 Vendor 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.

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.

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 Minnesota State'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 System Office'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 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.

FERPA School Official Requirement

The Vendor is required to be designated a "school official" with "legitimate educational interests" in Minnesota State's data, as those terms have been defined under FERPA and its implementing regulations, and the Vendor will agree to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. The selected Vendor will agree to use Minnesota State's data only for the purpose of fulfilling its duties under the resulting contract, which includes providing CRM services, for Minnesota State's benefit, and will not monitor or share such data with or disclose it to any third party except as required by law, or authorized in writing by Minnesota State.

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

Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than: May 1, 2018, 5:00 p.m. CST

Institution: Minnesota State System Office
Name: Cindy Schneider
Title: Executive Assistant, Human Resources Division
Mailing Address: 30 7th Street East, St. Paul, MN 55101

The responder shall submit 3 copies of its RFP response and an electronic version with the RFP response in Microsoft Word 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.

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

Fax and e-mail responses will not be considered.

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

The remainder of this page was intentionally left blank

Exhibit A

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

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

Exhibit B

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

Affirmative Action Certification Page, Revised 6/11 – MDHR

**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

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

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: Respondent Profile and Executive Summary

Vendor Profile

Company profile – Attach additional pages if necessary.

1. Legal name of the Respondent: _____
2. Address of office which will fulfill this contract: _____
3. Number of years in business related to the RFP: _____
4. Type of Operation: Individual: _____ Partnership: _____ Corporation: _____ Government: _____
5. Number of employees dedicated to fulfillment of this contract: _____
6. Company-wide annual sales volume: _____
7. State that you will provide a copy of your financial statements for the past two (2) years, if requested by Minnesota State. Minnesota State reserves the right to request other reports as needed.

8. Is Respondent currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

____ Yes ____ No

9. Prove any details of all past or pending litigation or claims filed against Respondent that would affect Respondent's performance under a contract with Minnesota State.
- _____

10. Is Respondent currently in default on any loan agreement or financing agreement with any bank, financial institute, or other entity? If yes, specify date(s), circumstances, and prospects for resolution.

____ Yes ____ No

11. Does any current relationship whether a relative, business associate, capital funding agreement or any other such kinship, exist between Respondent and any System Office employee?

____ Yes ____ No If yes, please explain the relationship.

12. Are there any circumstances impacting Respondent that could affect Respondent's ability to perform under any award made through the RFP process?

_____ Yes _____ No If yes, please explain.

13. Provide the vision, mission, goals, and business outcomes of your organization to include your anticipated growth for the future.

14. Provide your company's service/support philosophy, how it is carried out, and how success is measured.

15. Describe your company's quality assurance program, its requirements and how they are measured.

Exhibit F. – Evaluation Criteria – Key Specifications
Evaluation Criteria – Key Specifications

Criteria	Yes	No	Explain (Be as specific as possible to enable us to understand how this will be implemented; please do not simply refer to other materials)
Key specifications:	XX	XX	N/A
1. The presented application has been on the market for at least two years.			
2. The application must be fully utilized at ten (10) or more organizations.			
3. Respondent must be willing to demonstrate a completed and functional product within the specifications provided by this RFP.			
4. Respondent must ensure the highest quality standards are applied.			
5. Respondent must describe the implementation process, including roles and responsibilities, project plan and schedule.			
6. Respondent must ensure the highest level of security is applied to any data housed on Respondent's servers or systems.			
7. Respondent must be able to verify stated qualifications. List any patents.			
8. Respondent must provide summary resumes for staff that may be assigned to this account.			
9. Respondent must provide names of three higher education clients utilizing their product who can be contacted to provide references.			
10. Respondent must provide information on customer renewal rate.			

Exhibit G. Evaluation Criteria – Desired Specifications

Desired Specifications of Online Reference Checking Solution

Criteria	Yes	No	Explain (Be as specific as possible to enable us to understand how this will be implemented; please do not simply refer to other materials)
Creation of Job Profiles and Reference Questions:			
1. How many job-specific profiles or surveys are currently in your library?			
2. List the job profiles that are specific to higher education.			
3. Explain your process for developing job profiles and reference questions.			
4. Explain the science behind how reference questions are tested for reliability.			
5. Explain the science behind how reference questions for validity			
6. Can you prove that your solution doesn't have adverse impact on protected classes?			
7. Give examples of job-specific questions			
8. What is the average number of questions per survey? Why is this the optimal number?			
9. Can you create custom questions? If so, describe the options available to users (open-ended, multi-select, single select, rating scale).			
10. Describe the process to add custom questions.			
Criteria	Yes	No	Explain (Be as specific as possible to enable us to understand how this will be implemented; please do not simply refer to other materials)
Automated Platform Design and Capabilities:			
1. Does the solution support multiple business units to facilitate reporting?			
2. How much time is required to enter candidate data and to initiate the reference process?			

3. How does a candidate enter the system? Do they have to setup a user account or are they authenticated directly from an email link?			
4. How much time is required for candidates to enter reference information?			
5. How much time is required for references to complete the process?			
6. If either candidates or references cannot complete entering their information, is there a bookmarking feature that brings them back to where they left off?			
7. Are candidates required to accept a legal waiver or consent form?			
8. Are responses confidential?			
9. Can you determine the number of references required for candidates?			
10. Can candidates send a personal note to their references or edit the system email to references?			
11. How does the solution provide users the ability to ensure that references are real references and are not fraudulent?			
12. Are any languages other than English supported? Describe how this works.			
13. Are automatic reminder emails sent to candidates and references or are reminders sent manually by recruiters?			
14. Can candidates and references respond to requests via text message or email? Describe the communication methods available to candidates and references.			
Criteria	Yes	No	Explain

			(Be as specific as possible to enable us to understand how this will be implemented; please do not simply refer to other materials)
Reference Reports for Hiring Managers and HR Professionals:			
1. Do the reference feedback reports indicate the average numeric rating of all references?			
2. Is it possible to identify how individual references rated the candidate?			
3. Is it possible to identify which reference made specific comments?			
4. Are candidates compared with any norm groups? Please explain.			
5. Is there a single report that summarizes ratings for multiple candidates for the same position?			
6. What evidence, if any, is there to prove that the feedback reports are predictive?			
Criteria	Yes	No	Explain (Be as specific as possible to enable us to understand how this will be implemented; please do not simply refer to other materials)
Training and Support:			
1. Start up system training.			
2. Training for new users after start up			
3. Training on upgrades.			
4. How many people in your organization are exclusively dedicated to training and support?			
5. What are the steps in the setup and training process?			
6. What materials are available to help with internal communications to stakeholders in the organization?			
7. Is there a process to ensure customer success after the initial setup and training?			
8. Describe your help desk capabilities.			

9. How many people in the organization are dedicated to setup, training, implementation, and support?			
10. How are product updates communicated and implemented?			
11. Describe any service guarantees.			
1. Criteria	Yes	No	Explain (Be as specific as possible to enable us to understand how this will be implemented; please do not simply refer to other materials)
2. Technical Components:			
3. Can your system house full application on your server?			
4. Can you provide data files to the System Office at regularly defined cycles?			
5. Describe any technical interface issues that can be anticipated and how they can be resolved.			
6. Describe any ongoing technical support requirements for the IT staff from System Office or campuses.			
7. Describe any downtime issues related to ongoing maintenance.			
Criteria	Yes	No	Explain (Be as specific as possible to enable us to understand how this will be implemented; please do not simply refer to other materials)
1. Accessibility:			
2. Describe any features and accessories that enhance your product's accessibility.			
3. List any features that are already included in the pricing.			
4. Provide descriptions of any accessibility features or accessories and how they might be used to support an employee with a disability.			

Exhibit H: IT Security

The vendor is encouraged to provide whitepapers, technical documents, or copies of policies as necessary to fully demonstrate compliance with the requirement. Vendors must provide 'Yes' or 'No' responses to 'Y/N' questions. Vendor is encouraged to provide additional supporting explanation in Comments column or attachments.

	Question	Response Y/N	Comments
	Organization		
1	Vendor has a dedicated information security group or function in your organization that is responsible for the oversight and implementation of information security.		
2	Vendor has staff that has completed information security training? If so, from what areas in your organization (i.e. IT administrators, developers, management, etc.).		
3	Vendor conducts background checks on employees when they begin employment or on a recurring basis.		
4	Vendor has an information security incident response team or formal process for identifying and reporting potential or actual incidents.		
	Data Center and Disaster Recovery		
1	The application is housed in your own data center.		
2	The application is hosted by another entity.		
3	Vendor utilizes a second/redundant data center for failover.		
4	Physical and environmental security controls present in the data center.		
5	All Minnesota State data will be stored in the United States.		
6	Vendor has a documented Disaster Recovery Plan.		
7	Vendor's Disaster Recovery plan is tested on a recurring basis.		
	Network and Infrastructure Management & Maintenance		
1	Vendor has network security controls implemented (e.g. firewalls, intrusion detection/prevention, etc.).		
2	Vendor has conducted a vulnerability assessment on network and server/data infrastructure.		
3	Vulnerability assessments are conducted on a recurring basis.		

4	Vulnerability assessments are conducted by your organization.		
5	Vulnerability assessments are conducted by a third party.		
6	Vendor has a patch management process for network and infrastructure.		
7	Vendor has a formal change management process.		
8	Vendor monitors network performance.		
9	Infrastructure is monitored (7x24, 8x5).		
10	Vendor has scheduled maintenance windows.		
	Server Management & Maintenance		
1	Vendor has a patch management process for servers.		
2	Patches are tested prior to deployment.		
3	Vendor employs server performance monitoring.		
4	Logging is turned on for transactions and configuration changes to servers/systems.		
	Access		
1	Infrastructure and systems that Minnesota State will be using are segmented from other customers' data (e.g. Router ACLs and/or firewall policies implemented for network segmentation)		
2	Administration of the systems and infrastructure by your staff are conducted over a dedicated management network.		
3	System administrators are required to use unique credentials when conducting administrative functions.		
4	Administrative credentials are not shared between administrators.		
5	Multi-factor authentication is used by any vendor staff that accesses systems/data.		
6	Vendor has a process for requesting, approving, denying and removing access for vendor staff		
7	Vendor has implemented ID/password or access requirements for Minnesota State users (e.g. unique ID, password length and strength, password change frequency, lockout after a specified number of failed attempts, etc.)		
	Data Protection		
1	Vendor utilizes encryption methods for data at rest.		
2	Vendor utilizes encryption for data in transit.		

3	Access by vendor staff is granted based on least privilege.		
4	Vendor does not provide any Minnesota State information to a third party.		
5	Vendor has a policy or process for the handling of Minnesota State data at the end of agreement/contract.		
	Application Security		
1	Vendor's developers have received any security training.		
2	Vendor has a defined formal SDLC process.		
3	Vendors SDLC process includes security (e.g. manual code review, pen testing, threat modeling, etc.).		
4	Vendor conducts static scan on application.		
5	Vendor conducts dynamic scan on application.		
6	Vendor uses industry standards to identify vulnerabilities in application code (e.g. OWASP Top-Ten, SANS Top-25, etc.).		
7	Vulnerabilities that have been identified as high-risk have been remediated.		
8	Logging is configured/turned on for the application.		
9	If 3rd party applications/libraries/modules are implemented, Vendor checks for patches and implements patches on a recurring basis.		
	Policies and Procedures		
1	Vendor's organization has documented security policies. If Yes, please include in your proposal.		
2	Vendor's organization has a Privacy Policy? If Yes, please include in your proposal.		
3	Vendor has a policy or procedure for security incident or breach notification. If Yes, please include in your proposal.		
	Compliance		
1	Vendor has had an independent third party security audit conducted within the past 2 years.		
2	Vendor conducts independent third party security audits on a recurring basis.		

Exhibit I: Evaluation Criteria – Pricing

Evaluation Criteria – Pricing in Relation to Services Provided

<p style="text-align: center;">Criteria</p> <p>(All costs must be stated in this section. No unstated costs will be allowed. Pricing should be stated in terms of overall cost and costs per each institution who will participate.)</p>	<p style="text-align: center;">Explain</p> <p>(Be as specific as possible to enable us to understand how this will be implemented; please do not simply refer to other materials)</p>
<p>1. Identify any price “break points” determined by the number of institutions participating (e.g. if 75% of institutions participate, if 50% of institutions participate).</p>	
<p>2. Provide guaranteed annual costs with a description of how your costs are determined (e.g., employee FTE).</p>	
<p>3. Provide a detailed breakdown of one-time implementation costs. If hourly rates per task, include number of hours estimated to complete each task.</p>	
<p>4. Provide costs for programming customized features.</p>	
<p>5. State any costs for re-customization after the initial implementation.</p>	
<p>6. Describe cost structure for training, including materials costs, if any.</p>	
<p>7. Describe the cost of operational manuals required.</p>	
<p>8. Describe any other costs not listed above. All possible costs of your service must be listed on this Attachment including any added value items.</p>	
<p>9. Total cost: \$_____ (firm)</p>	
<p>10. Provide a complete breakdown of the services you offer associated with this price and the cost of each service. Itemize them by category. In particular, identify any items not listed in Exhibits D and E.</p>	
<p>11. State your maximum increase for each remaining year of the contract. Actual increases may be less, but may not be more than the percentages stated.</p>	
<p>12. Describe how your company bills for services.</p>	
<p>13. Estimate the number of staff hours required for initial training and implementation per Minnesota State institution.</p>	
<p>14. Estimate the annual staff FTE required per Minnesota State institution to administer the application after implementation.</p>	

Exhibit J: Institutional Summary

**Table 1: Employee FTE by Institution
Minnesota State Colleges and Universities
Fiscal Year 2017**

Institution Name	Employee FTE
Colleges	
Alexandria Technical and Community College	185.5
Anoka Colleges	607.5
Anoka-Ramsey Community College	469.5
Anoka Technical College	138.0
Central Lakes College	252.9
Century College	604.7
Dakota County Technical College	233.6
Fond du Lac Tribal and Community College	110.8
Hennepin Technical College	398.9
Inver Hills Community College	289.6
Lake Superior College	298.8
Minneapolis Community and Technical College	531.2
Minnesota State College - Southeast Technical	154.7
Minnesota State Community and Technical College	426.8
Minnesota West Community and Technical College	207.4
Normandale Community College	571.1
North Hennepin Community College	379.9
Northeast Higher Education District	446.2
Hibbing Community College	142.8
Itasca Community College	95.3
Mesabi Range College	95.3
Rainy River Community College	34.2
Vermilion Community College	60.8
Northeast Services Unit	17.7
Northland Community and Technical College	245.7
Northwest Technical College - Bemidji	68.3
Pine Technical and Community College	106.8
Ridgewater College	311.1
Riverland Community College	230.2
Rochester Community and Technical College	398.5
St. Cloud Technical and Community College	303.9
Saint Paul College	393.8
South Central College	267.9
Colleges Subtotals	8,025.7
Universities	

Bemidji State University	546.4
Metropolitan State University	735.6
Minnesota State University, Mankato	1,493.7
Minnesota State University Moorhead	688.8
St. Cloud State University	1,356.9
Southwest Minnesota State University	366.9
Winona State University	960.9
<hr/>	
Universities Subtotals	6,149.2
System Office	334.6
Totals	14,509.5

Notes:

*President FTE is counted in the institution they lead.

** Source: FY17 FTE and Headcount Census Point Y files.

Source: System Office Human Resources

Exhibit K. Sample Master Services Contract

P.O. Number _____

STATE OF MINNESOTA MINNESOTA STATE COLLEGES AND UNIVERSITIES MASTER 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 (hereinafter Minnesota State), and [INSERT CONTRACTOR'S LEGAL NAME AND FULL ADDRESS], 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 services that are not related to building or facilities construction, repair, maintenance or remodeling, and

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

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract shall be effective on June 1, 2018 **or upon the date the final required signature is obtained by Minnesota State, whichever occurs later**, and shall remain in effect until June 1, 2021 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
2. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:
 - a. The CONTRACTOR may be requested by Minnesota State to perform any of the following services under individual work order a sample of which is attached as Exhibit 1 to this Master Contract:

Provide automated online reference checking solutions to our colleges and universities which are easy to use, secure, and legally compliant. The contractor must meet key and desired specifications articulated in the RFP.

A complete detailed description of required work will be furnished in each work authorization issued. Work orders issued to CONTRACTOR are incorporated as part of this Master Contract.
 - b. **CONTRACTOR understands that only upon receipt of a work order shall CONTRACTOR begin work under this Master Contract.** Any and all effort, expenses, or actions taken before the work authorization is issued is not authorized under Minnesota Statutes and is undertaken at the sole responsibility and expense of CONTRACTOR.
 - c. CONTRACTOR understands that this Master Contract is not a guarantee of a work. Minnesota State has determined that it might have need for the services under this Master Contract, but Minnesota State does not commit to issuing a work order or spending any money with CONTRACTOR.

- i. 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.
3. **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 III, paragraph B.

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

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

4. **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.

5. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of Minnesota State.
6. **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.
7. **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.
8. **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.

9. **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.

10. **GOVERNMENT DATA PRACTICES ACT.**

a. Data Ownership and Control.

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.

Minnesota State solely and exclusively owns and retains all right, title, and interest, whether express or implied in and to its data. For purposes of this section “Minnesota State data” has the meaning of “government data” in Minn. Stat. §13.02, subd. 7. CONTRACTOR has no and acquires no right, title, or interest, whether expressed or implied, in and to Minnesota State data.

b. Public Data Requests.

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.

c. Not-Public Data.

The CONTRACTOR acknowledges that the Contract may allow it to access private data, including but not limited to “educational data” as defined at Minnesota Statutes § 13.32; “not public data” as defined at Minnesota Statutes § 13.02, subd. 8a; and “nonpublic data” as defined at Minnesota Statutes § 13.02, subd. 9. CONTRACTOR is responsible for maintaining the confidentiality, security, and protection of Minnesota State data related to the Contract.

The CONTRACTOR further acknowledges that for the purposes of this Contract it will be designated as a “school official” with “legitimate educational interests” in Minnesota State’s data, as those terms have been defined under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, and the CONTRACTOR agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. The CONTRACTOR will use Minnesota State data only for the purpose of fulfilling its duties under this Contract, and will not monitor or share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by Minnesota State. CONTRACTOR will not access Minnesota State user accounts except to respond to service or technical problems or at Minnesota State’s specific request. By way of illustration and not of limitation, CONTRACTOR will not use Minnesota State data for CONTRACTOR’s own benefit and, in particular, will not engage in “data mining” of Minnesota State data or communications, whether through automated or human means, except as necessary to fulfill its duties under the Contract, or as specifically and expressly provided for in this Contract, as required by law, or authorized in writing by Minnesota State.

The CONTRACTOR agrees that no Minnesota State data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by Minnesota State contract administrator or delegate. CONTRACTOR must ensure that any contractors, subcontractors, agents and others to whom it provides Minnesota State data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to CONTRACTOR with respect to such data.

d. Security Incidents.

If CONTRACTOR becomes aware of a privacy or security incident regarding any Minnesota State data, CONTRACTOR will immediately report the event to Minnesota State and MINNESOTA STATE's Chief Information Security Officer. The decision to notify and the actual notifications to Minnesota State's data subjects affected by the security or privacy incident is the responsibility of Minnesota State. Notwithstanding anything to the contrary in this Contract, the CONTRACTOR shall indemnify, hold harmless and defend Minnesota State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy or security incident involving any Minnesota State data. CONTRACTOR shall reasonably mitigate any harmful effects resulting from any privacy or security incident involving any Minnesota State data.

For purposes of this sub-section, "security incident" means the successful unauthorized access, use, disclosure, modification or destruction of data or interference with system operations in an information system. For purposes of this sub-section, "privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) and/or federal privacy requirements in federal laws, rules and regulations. This includes, but is not limited to, improper or unauthorized use or disclosure of not public data, improper or unauthorized access to or alteration of public data, and incidents in which the confidentiality of the data maintained by CONTRACTOR has been breached. For purposes of this section, "not public data" has the meaning in Minnesota Statutes section 13.02, subdivision 8a.

e. Security Program.

CONTRACTOR must make all commercially reasonable efforts to protect and secure Minnesota State data related to this Contract. CONTRACTOR will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all cloud computing or hosting services ("Policy"). CONTRACTOR's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT"). For purposes of this section, "cloud computing" has the meaning defined by the U.S. Department of Commerce, NIST Special Publication 800-145, currently available online at: <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>.

CONTRACTOR will make its Policy available to Minnesota State on a confidential, need-to-know basis, along with other related information reasonably requested by Minnesota State regarding CONTRACTOR's security practices and policies. Unless inconsistent with applicable laws, CONTRACTOR and Minnesota State must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minnesota Statutes §13.37.

f. End of Agreement Data Handling.

All Minnesota State data shall be remitted, in a mutually agreeable format and media, to Minnesota State by the CONTRACTOR upon request or upon completion, termination or cancellation of this Contract. The foregoing sentence does not apply if Minnesota State's Chief Information Security Officer or delegate authorizes in writing the CONTRACTOR to sanitize and/or destroy the data and the CONTRACTOR certifies in writing the sanitization and/or destruction of the data. Ninety (90) days following any remittance of Minnesota State data to Minnesota State, CONTRACTOR shall, unless otherwise instructed by Minnesota State in writing, sanitize and/or destroy any remaining data and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the CONTRACTOR's sole cost and expense.

11. **INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (MATERIALS) do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, 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.

12. **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.
13. **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.
14. **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.
15. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract and any Work Order Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
16. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: 7. Liability; 10. Data Disclosure; 11. Government Data Practices Act; 12. Intellectual Property; 13. Jurisdiction and Venue; and 15. State Audits.

17. **INSURANCE.**

- a. CONTRACTOR shall submit an ACORD Certificate of Insurance to Minnesota State's authorized representative prior to execution of the contract.
- b. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:
- i. **Workers' Compensation Insurance.** CONTRACTOR must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

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

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate applying per project or location
\$2,000,000.00 annual aggregate applying to Products/Completed Operations

In addition, the following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal Injury and Advertising Injury

Products and Completed Operations Liability

Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent

Pollution Exclusion with standard exception as per Insurance Services Office (ISO)

Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent

Independent Contractors (let or sublet work)

Waiver of Subrogation in favor of Minnesota State

Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU)

Name the following as Additional Insureds, to the extent permitted by law:

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents as additional named insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

- iii. Commercial Automobile Liability. CONTRACTOR shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under the contract, and in case any work is subcontracted the CONTRACTOR will require the subcontractors to maintain Commercial Automobile Liability insurance. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL) for bodily injury and property damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

c. Additional Insurance Conditions:

- CONTRACTOR'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 CONTRACTOR'S performance under this Contract:
- If CONTRACTOR receives a cancellation notice from an insurance carrier affording coverage herein, CONTRACTOR agrees to notify Minnesota State within five (5)

business days with a copy of the cancellation notice unless CONTRACTOR'S policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minnesota State.

- CONTRACTOR is responsible for payment of Contract related insurance premiums and deductibles;
- CONTRACTOR'S policy(ies) shall include legal defense fees in addition to its liability policy limits;
- The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of the Contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the CONTRACTOR'S policy limits to satisfy the full policy limits required by the Contract.

d. Errors and Omissions (E & O) Insurance.

CONTRACTOR shall maintain insurance protecting it from claims CONTRACTOR may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to CONTRACTOR's services required under this contract. The minimum insurance amounts will be:

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

CONTRACTOR shall submit a certified financial statement providing evidence CONTRACTOR has adequate assets to cover any applicable E & O policy deductible.

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

18. **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.**

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 Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the CONTRACTOR does not have a Certificate of Compliance, said CONTRACTOR must certify that it is in compliance with federal affirmative action requirements.

- b. Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minnesota R. 5000.3400-5000.3600.
 - i. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - ii. Disabled Workers. The CONTRACTOR must comply with the following affirmative action requirements for disabled workers.
 1. 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.
 2. 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.
 3. In the event of the CONTRACTOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 4. 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.
 5. The CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- 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.

19. **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.**

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.

20. **OTHER PROVISIONS.**

TBD

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

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

APPROVED:

1. CONTRACTOR:

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

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

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

Exhibit 1: Sample Work Order

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
MASTER CONTRACT WORK ORDER**

This work order is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of _____ (“Institution”) and _____ (“Contractor”). This work order is issued under the authority of the Master Contract, fully executed on _____, and is subject to all provisions of the Master Contract which is incorporated by reference.

Work Order

1 Term of Contract

1.1 **Effective date:** June 1, 2018, or the date the college or university obtains all required signatures, whichever is later.

The Contractor must not begin work under this work order until this it is fully executed and the Contractor has been notified by the college or university project manager to begin the work.

1.2 **Expiration date:** June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor’s Duties

The Contractor, who is not a state employee, will:

Provide online reference checking solutions to Minnesota State Colleges and Universities. Additional duties TBD after vendor selection.

3 Consideration and Payment

3.1 **Consideration** for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by college or university as follows:

(1) **Compensation** TBD

(2) The **total obligation** of _____ (name of institution) for all compensation and reimbursement to the CONTRACTOR shall not exceed TBD.

3.2. **Invoices.** The institution will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the college or university’s project manager accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Within 30 days of the services provided.

4 Project Managers

The institution’s project manager is _____ (name, title, institution, address, phone). The institution’s project manager will certify acceptance on each invoice submitted for payment.

The Contractor's Project Manager is _____. If the Contractor’s Project Manager changes at any time during this work order contract, the Contractor must immediately notify the institution.

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

2. VERIFIED AS TO ENCUMBRANCE:

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

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

