

MINNESOTA STATE COLLEGES AND UNIVERSITIES

SYSTEM OFFICE

REQUEST FOR PROPOSAL (RFP) FOR PROJECT MANAGEMENT RESOURCES

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Minnesota State to award a contract or complete the proposed project and each reserve the right to cancel this RFP if it is 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 the Minnesota State website, <http://minnstate.edu/vendors/index.html>. For this RFP, posting on the captioned website 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.

December 2018
REQUEST FOR PROPOSAL (RFP)
FOR
Project Management Resources

Contents

Section I. General Information..... 4

- Background 4
- Nature of RFP 4
- Selection Process 5
- Selection and Implementation Timeline 5
- Information Contact 5

Section II. Vendor Requirements 6

- Minimum requirements: 6
- Preferred qualifications/information: 6

Section III. General Contract Requirements 7

- Notice to Vendors 7
- Affidavit of Non-Collusion..... 7
- Parties to the Contract..... 7
- Contract Term..... 7
- Contract Termination 7
- Applicable Law 7
- Contract Assignment 7
- Entire Agreement..... 7
- Sample Contract 8
- Deviations and Exceptions 8
- Human Rights Requirements 8
- Equal Pay Certificate 8
- Preference to Targeted Group and Economically Disadvantaged Business and Individuals 8
- Veteran-Owned Preference..... 9
- Insurance Requirements..... 9
- State Audit 11
- Minnesota Government Data Practices Act 11
- Conflict of Interest 12
- Organizational Conflicts of Interest 12
- Physical and Data Security..... 12
- Reimbursements..... 13

Section IV. RFP Responses 13

- Proposal Format 13
- Duration of Offer 14
- Authorized Signature 15
- Proposal Rejection and Waiver of Informalities 15
- Submission 15

Section V. Response Evaluation 15

- Requirements 15

Presentations/Interviews 15
Exhibit A. Affidavit of Non-Collusion..... 17
Exhibit B. Affirmative Action Certificate of Compliance (Notice to Contractors) 18
Exhibit C. Affirmative Action Certification of Compliance (Notice to Vendors) 21
Exhibit D. Equal Pay Certification Application..... 23
Exhibit E. Veteran-Owned Preference Form 24
Exhibit F. Commissioner’s Plan 25
Exhibit G. Services Contract 30

Section I. General Information

Background

Minnesota State Colleges and Universities (Minnesota State) is the fourth-largest system of higher education in the United States. It is comprised of 37 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 396,000 students each year. Minnesota State Colleges and Universities is an independent state entity that is governed by a 15-member Board of Trustees. For more information about the colleges and universities of Minnesota State, please view its website at <http://www.minnstate.edu/>

Nature of RFP

Minnesota State is in the process of procuring a new enterprise resource planning (ERP) system, as well as other major initiatives that will require Minnesota State to supplement its program and project management and project coordinator resources for specific projects. The supplemental resources will support enterprise category projects involving but not limited to all aspects of Human Resources, Finance, Academic and Student Affairs, and Information Technology Services. Minnesota State is looking to award one or more contracts to vendors with qualified program and project managers and project coordinators on staff and available as needed by Minnesota State.

This RFP is undertaken by Minnesota State pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws. Minnesota State will select the Vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in its sole opinion, the clear capability to best fulfill the purposes of this RFP cost-effectively. Minnesota State reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary to serve the best interests of Minnesota State. This RFP does not obligate Minnesota State to award a contract or complete the proposed project. Minnesota State reserves the right to cancel this RFP at any time if it is considered to be in its best interest.

Specific deliverables will vary slightly depending on the project, but will generally include formal documentation as determined necessary including:

- Project Initiate/Charter
 - Project Summary/overview
 - Business Need
 - High-Level Scope/Deliverables
 - Assumptions/Constraints/Customer Impact
 - Anticipate Work Categories
 - Expected Dependencies
 - Timelines
 - Sponsor(s)
 - Budget Estimates
- Project Plan
 - Governance Plan
 - Detailed schedule
 - Project team(s)
 - Communications plan
 - Change Management

- Risk assessment and risk plan development
- Issues log
- Status report
- Project closeout/lessons learned

Along with providing for the project artifacts as listed above, the program/project manager and project coordinator may facilitate meetings, manage communications, address resource issues, manage change, assess risk, escalate issues to project sponsor, project owner and other stakeholders, as needed, and ensure project is meeting all documented milestones and overall project timeline. Expected project lengths vary from 6 months to 3 years but can be any length as decided by Minnesota State.

Selection Process

The selection process includes an evaluation of all qualified proposals. Minnesota State will select the Vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Minnesota State’s sole opinion, the clear capability to best fulfill the purposes of this RFP cost-effectively. Minnesota State reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary to serve the best interests of Minnesota State. This RFP shall not obligate Minnesota State to award Master Contract(s) or complete the proposed project, and it reserves the right to cancel this RFP if it is in its best interest.

Selection and Implementation Timeline

| | |
|----------------------|--|
| December 12, 2018 | Minnesota State publishes RFP |
| December 21, 2018 | Deadline for Vendors to submit clarifying questions |
| January 4, 2019 | Minnesota State deadline to publish responses to RFP Questions |
| January 17, 2019 | Deadline for RFP proposal submissions |
| February 11-22, 2019 | Interviews by invited Vendors |
| March 1, 2019 | Vendors(s) selected and notified |
| March 19-20, 2019 | Request approval from Minnesota State Board of Trustees at Board Meeting |
| April 1, 2019 | Contract(s) in place |

Minnesota State reserves the right not to award a contract. The dates noted above are estimates. 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 timeline above.

Information Contact

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

Name: Jennell Flodquist
 Title: ITS Contract & Purchasing Administrator
 Address: 30 7th Street East, Saint Paul, MN 55101-7804
 Telephone: 651-201-1524
 E-mail address: jennell.flodquist@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, and or e-mail address. Anonymous inquiries will not be answered.

Section II. Vendor Requirements

If Vendors cannot meet the following minimum requirements, Minnesota State will discontinue further scoring of the proposal.

Minimum requirements:

1. Provide a “Cost Proposal” with an hourly cap (including expenses) for each role:
 - a. Program Manager
 - b. Project Manager
 - c. Project Coordinator

2. Each respondent must have the capacity to provide multiple consultants that satisfy the skill set requirements listed below:
 - a. Formal Project Management certification or a minimum of seven (7) years in an active program/project management or project coordinator role.
 - b. Three (3) years of experience working with constituents from all levels of the organization.
 - c. Program/project management or project coordination of four (4) or more multi-year enterprise category projects.
 - d. Experience (minimum of one engagement) leading or coordinating a project related to a new enterprise resource planning (ERP) tool.
 - e. Three (3) years of proven ability to prioritize work in a stressful high-pressure environment.
 - f. Five (5) years managing multiple (more than one project simultaneously) highly visible projects with limited resources while maintaining timelines and manage and provide documentation that includes operational, technical and executive levels.
 - g. One (1) years of experience working in a government and/or public higher education environment specifically as a program/project manager, or project coordinator.
 - h. Three (3) years of experience working on projects that involve all areas of an enterprise (development, infrastructure, network, security and business process management).
 - i. Content management experience, Office 365 tool set is preferred
 - j. Experience working with senior leadership

Preferred qualifications/information:

1. Ability to provide resumes of at least two qualified candidates for review & potential interview in a two-week timeframe. If selected, the candidate will be able to provide services within two weeks of selection.
2. The number of total consultants the respondent currently has placed on contract with clients. Explain if consultants are employees or contractors for the respondent.
3. The number of recruiters on staff with the respondent and length of employment.

Section III. General Contract Requirements

Notice to Vendors

As a condition of this contract, the 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 (see [Exhibit A. Affidavit of Non-Collusion](#)).

Parties to the Contract

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

Contract Term

Minnesota State desires to enter into a contract with the successful Vendor(s) effective April 1, 2019. The length of such contract(s) shall be five (5) years with the option to extend for an additional two (2) years. If Minnesota State and the Vendor is unable to negotiate and sign a contract by March 20, 2019, then Minnesota State reserves the right to seek an alternative Vendor(s).

Contract Termination

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

Applicable Law

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

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without the prior written consent of the Chief Financial Officer.

Entire Agreement

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between

the parties, whether oral or written, with reference to the subject matter of this contract, are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

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 G](#) 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.

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.

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. [Exhibit B. Affirmative Action Certification of Compliance \(Notice to Contractors\)](#) and [Exhibit C. Affirmative Action Certification of Compliance \(Notice to Vendors\)](#).

Equal Pay Certificate

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

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. See [Exhibit E. Veteran-Owned Preference Form](#).

Insurance Requirements

A. The selected Vendor will be required to submit an ACORD Certificate of Insurance to 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
Minnesota State

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.

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 Minnesota State and copies of policies must be submitted to Minnesota State’s authorized representative upon written request.

State Audit

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

Minnesota Government Data Practices Act

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

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

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

Conflict of Interest

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

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a Vendor is unable or potentially unable to render impartial assistance or advice, or the Vendor's objectivity in performing the contract work is or might be otherwise impaired, or the Vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school's chief financial officer or 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, the school or 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, the school or 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 Minnesota State.

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

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

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

Section IV. RFP Responses

Proposal Format

Proposals which fail to address any of the submission requirements may be deemed nonresponsive and will not be further considered. Note the responses to questions must be specifically answered within the context of the submitted proposal. The System Office evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

Information which the responder desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

To be considered responsive, a proposal must contain the following reference by number and in the order below:

A: Cover Letter

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

B: Narrative and Vendor Profile

Each proposal must contain a narrative and vendor profile information as it applies to project management. The narrative should include companies and contacts where Vendor’s resource(s) have demonstrated the required skills as noted in Section II. Vendor Requirements above.

C: Minimum Requirements and Preferred Qualifications/Information

Each proposal must contain concise responses to the minimum requirements and preferred qualifications/information in Section II. Vendor Requirements.

D: References

Each proposal must include the names of three references who can speak to the Vendor's resources work on a similar project or projects. Include the company name and address, reference name, reference email, reference phone number and a brief description of the project the resource completed.

F: Cost Proposal

Each proposal must contain a Cost Proposal with an hourly cap (including expenses) for each role:

1. Program Manager
2. Project Manager
3. Project Coordinator

G: Required Forms

Vendors must complete and include the following forms in the response:

| Form Section | Location |
|---|---------------------------|
| 1. Affidavit of Non-Collusion | Exhibit A |
| 2. Affirmative Action Certificate (Notice to Contractors) | Exhibit B |
| 3. Affirmative Action Certificate (Notice to Vendors) | Exhibit C |
| 4. Equal Pay Certification Application | Exhibit D |
| 5. Veteran-Owned Preference Form | Exhibit E |

H: Interview Dates

Each proposal must include a list with the following dates for interview ranked in order of most preferred if selected as a finalist.

- a. Monday, February 11, 2019
- b. Tuesday, February 12, 2019
- c. Friday, February 15, 2019
- d. Wednesday, February 20, 2019

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 by an authorized representative of the Vendor. Proof of authority of the person signing must accompany the response.

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Minnesota State to award a contract or complete the proposed project and each reserve the right to cancel this RFP if it is 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 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.

Submission

Proposals and forms must be received by email no later than **Thursday, January 17, 2019, 3:00 p.m. CDT** addressed to the following:

| | |
|--------------|--|
| Institution: | Minnesota State |
| Name: | Jennell Flodquist |
| Title: | ITS Contract & Purchasing Administrator |
| Email: | jennell.flodquist@minnstate.edu |

Late responses will not be considered.

Section V. Response Evaluation

Requirements

Minnesota State will not evaluate responses not meeting the minimum requirements in Section II. Vendor Requirements. Responses meeting the mandatory requirements in Section II. Vendor Requirements will be further evaluated using the following criteria.

Presentations/Interviews

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.

Finalists will be invited and required to interview and conduct a presentation onsite. Sales and marketing materials are not to be presented. At least two individuals from the vendor's organization will be required to be onsite. Conference call/WebEx access will be available for participants not onsite. Wireless access will be available, but if your presentation requires access to resources via the Internet, we recommend a backup plan (e.g. flash drive or other mobile media) in the event wireless is not

functioning properly with the vendor's laptop(s). The vendor(s) will also be required to provide either a flash drive or a CD of their presentation.

Minnesota State will contact all finalists to arrange a mutually agreed upon date and time for the interview and presentation.

The interview and presentation will last approximately 1-2 hours. Vendors should base the presentation on a script which will be provided by Minnesota State at least 5-7 business days prior to the presentation date.

Minnesota State may reject a proposal if it is determined that a Vendor's ability to work with the existing infrastructure will be too limited or difficult to manage. Minnesota State may also reject a proposal if it is proven during the presentation that the Vendor cannot meet the Vendor's RFP response.

The remainder of this page was intentionally left blank

Exhibit A. Affidavit of Non-Collusion

STATE OF MINNESOTA AFFIDAVIT OF NON-COLLUSION

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

Exhibit B. Affirmative Action Certificate of Compliance (Notice to Contractors)

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

Exhibit C. Affirmative Action Certification of Compliance (Notice to Vendors)

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 D. Equal Pay Certification Application

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 E. Veteran-Owned Preference Form

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 F. Commissioner's Plan

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Commissioner's PLAN EXPENSE REIMBURSEMENT

**UPDATED TO REFLECT JAN. 1, 2014 IRS RATE OF 56 CENTS PER MILE*

| Type of Expense | Reimbursement Allowance |
|--|--|
| State-owned vehicle not available (full IRS rate) | 0.54 cents per mile |
| State-owned vehicle available but declined (IRS | 0.47 cents per mile |
| Tolls and parking fees | Actual cost |
| Commercial transportation (air, taxi, rental car, etc.) plus reasonable gratuities | Actual cost for mode and class of transportation authorized |
| Specially equipped personal van – provides wheelchair access (IRS rate plus 9.0 cents) | 0.63 cents per mile |
| Motorcycle | No reimbursement applicable |
| Personal aircraft | 0.54 cents per mile |
| Overnight lodging | Actual reasonable cost |
| Laundry and/or dry-cleaning <u>after</u> one week in continuous travel status | Actual cost; not to exceed \$16.00 per week |
| Work-related long distance telephone calls | Actual cost |
| Personal telephone calls | Actual cost up to maximum number of nights away times \$3.00 |
| Special expenses (e.g. conference fees, banquet | Actual cost with prior approval |

| | |
|--|---|
| <p>Meals and/or plus reasonable gratuities:</p> <ul style="list-style-type: none"> • Breakfast (in travel status overnight or leave home before 6:00 a.m.) • Lunch (in travel status and more than 35 miles from work station) • Dinner (in travel status overnight or return home after 7:00 p.m.) | <p>Actual cost up to maximums</p> <p style="padding-left: 40px;">Breakfast - \$9.00 Lunch - \$11.00 Dinner - \$16.00</p> <p>Outside the contiguous 48 United States or in pre-designated/pre-identified metropolitan areas*</p> <p style="padding-left: 40px;">Breakfast - \$11.00 Lunch - \$13.00 Dinner - \$20.00</p> <p>Meal “bunching” allowed: Two or more consecutive meals reimbursed up to the combined maximum. Dinner and breakfast the following morning are considered consecutive meals. Meals provided as part of a conference or other program are not considered and “break” the string of consecutive meals.</p> |
| <p>Expenses that are not travel related (e.g., supplies, copy charges, fax charges)</p> | <p>Actual cost</p> |
| <p>*Metropolitan Areas</p> | |

| | |
|------------------------------|---|
| | |
| Atlanta, GA | Clayton, De Kalb, Fulton, Cobb and Gwinett Counties in Georgia |
| Baltimore, MD | Baltimore and Hartford Counties in Maryland |
| Boston, MA | Norfolk, Suffolk, Middlesex and Essex Counties in Massachusetts |
| Chicago, IL | DuPage, Cook and Lake Counties in Illinois |
| Cleveland, OH | Cuyahoga County in Ohio |
| Dallas/Fort Worth, TX | Dallas and Tarrant Counties in Texas |
| Denver, CO | Denver, Adams, Arapahoe and Jefferson Counties in Colorado |
| Detroit, MI | Wayne, Macomb and Oakland Counties in Michigan |
| Hartford, CT | Hartford and Middlesex Counties in Connecticut |
| Houston, TX | Harris County, LBJ Space Center and Ellington AFB in Texas |
| Kansas City, KS | Johnson and Wyandotte Counties in Kansas |
| Kansas City, MO | Clay, Jackson and Platte Counties in Missouri |
| Los Angeles, CA | Los Angeles, Kern, Orange and Ventura Counties, Edwards AFB, Naval Weapons Center and Ordinance Test Station in California |
| Miami, FL | Dade County in Florida |
| New Orleans, LA | Jefferson, Orleans, Plaquemines and St. Bernard Parishes in Louisiana |
| New York City, NY | Bronx, Brooklyn, Manhattan, Queens, and Staten Island Boroughs in NYC; Nassau, New York, Richmond, Suffolk and Westchester Counties in New York state; Fairfield County in Connecticut; and Bergen, Essex, Hudson, Middlesex, Passaic, and Union Counties in New Jersey |

| | |
|--------------------------|---|
| Philadelphia, PA | Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties in Pennsylvania; and Burlington and Gloucester Counties in New Jersey |
| Portland, OR | Multnomah County in Oregon |
| Saint Louis, MO | St. Charles and St. Louis Counties in Missouri |
| San Diego, CA | San Diego County in California |
| San Francisco, CA | San Francisco, Sonoma, Marin, San Mateo, Santa Clara, Santa Cruz, Contra Costa, Alameda and Santa Barbara Counties in California |
| Seattle, WA | King County in Washington state |
| Washington, DC | Cities of Alexandria, Falls Church and Fairfax in Virginia; Arlington, Loudoun and Fairfax Counties in Virginia; and Montgomery and Prince Georges Counties in Maryland |

RECEIPTS: Original itemized receipts are required for all expenses except meals, gratuities, driving tolls, parking meters and telephone calls. All forms of canceled checks and photocopies of credit card bills do not substitute for original receipts. An affidavit in lieu of a receipt may be allowed if the original receipt was lost or a receipt was not obtained.

ITEMIZED LIST OF CONTRACTOR'S REIMBURSABLE EXPENSES

A. MINNESOTA STATE'S AUTHORIZED REPRESENTATIVE TO COMPLETE THIS SECTION:

| | |
|---------------------------------|-------------------|
| NAME AND ADDRESS OF CONTRACTOR: | |
| P.O. #: | VENDOR #: |
| CONTACT PERSON: | TELEPHONE NUMBER: |

B. CONTRACTOR TO COMPLETE THIS SECTION (submit additional pages if more than one day in travel status):

* Requires original itemized receipts.

** Other metropolitan areas listed above are up to \$11 (breakfast), \$13 (lunch), and \$20 (dinner).

| DATE | Allowable Expenses | PURPOSE | RATE | TOTAL |
|------|---|---------|---------------------|-------|
| | # of Miles: _____ To: _____ From: _____ | | 0.54 cents per mile | |
| | Parking Fees (non-meter) * | | Actual cost | |
| | Parking Meters/Tolls | | Actual cost | |
| | Air Fare* | | Actual cost | |
| | Taxi* | | Actual cost | |
| | Rental Car* | | Actual cost | |
| | Overnight Lodging* | | Actual cost | |
| | Long Distance Call | | Actual cost | |
| | Breakfast, if in travel status | | Up to \$9.00** | |
| | Lunch, if in travel status | | Up to \$11.00** | |
| | Dinner, if in travel status | | Up to \$16.00** | |
| | Supplies* | | Actual cost | |
| | Copy Charges* | | Actual cost | |
| | Fax Charges* | | Actual cost | |
| | Other* | | Actual cost | |
| | TOTAL FOR THE DAY | | | |

Remit payment to the following address **if different** than address at the top of this form:

Name: _____

Address: _____

C. SIGNATURES REQUIRED FOR PAYMENT:

Signature: _____
(Verification of Expenses by Contractor)

Signature: _____
(Approval by Minnesota State’s Authorized Representative)

Date: _____

Date: _____

Exhibit G. Services Contract

P.O. Number _____

STATE OF MINNESOTA MINNESOTA STATE COLLEGES AND UNIVERSITIES 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 April 1, 2019 **or upon the date the final required signature is obtained by Minnesota State, whichever occurs later**, and shall remain in effect until May 31, 2024 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by Minnesota State's authorized representative.**
2. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:

Provide _____ to meet Minnesota State requirements (detail TBD).
3. **CONSIDERATION AND TERMS OF PAYMENT.**
 - a. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by Minnesota State as follows:
 - i. Compensation of TBD

- ii. The **total obligation** of Minnesota State for all compensation and reimbursement to the CONTRACTOR shall not exceed TBD

b. Terms of Payment.

- i. Payment shall be made by Minnesota State promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by Minnesota State's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

- 1. [USE TERMS OR PHRASES SUCH AS WEEKLY, MONTHLY OR WITHIN CALENDAR DAYS FOLLOWING COMPLETION OF SERVICES OR IF THERE ARE SPECIFIC DELIVERABLES, PHASES, TASKS, LIST HOW MUCH WILL BE PAID FOR EACH.]
- 2. **Retainage.** No more than 90% of the amount due will be paid by Minnesota State until all the services in this contract have been reviewed by Minnesota State's authorized representative. The balance due will be paid when Minnesota State's authorized representative determines that CONTRACTOR has satisfactorily fulfilled all the terms of this contract.

- ii. 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.

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

- a. Minnesota State's authorized representative for the purpose of administration of this contract is:

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

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

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

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

5. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. Minnesota State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of Minnesota State receiving notice that sufficient funding is not available. Minnesota State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. Minnesota State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

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

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

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

9. **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.

10. 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.

11. 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.

12. **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.

13. **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.
14. **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.
15. **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.

16. **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.
17. **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.
18. **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.

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

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.

20. **EQUAL PAY CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$500,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRIMARY PLACE OF BUSINESS.**

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 but are not limited to, suspension or revocation of a certificate of Compliance by the COMMISSIONER, and termination of all or part of this contract by the COMMISSIONER or Minnesota State.
- ii. Certification. The CONTRACTOR hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.44 and applicable rules and regulations and is aware of the consequences for noncompliance.

21. **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 |