

MINNESOTA STATE COLLEGES AND UNIVERSITIES

SOUTHWEST MINNESOTA STATE UNIVERSITY

REQUEST FOR PROPOSAL (RFP) FOR CAMPUS CARD RELATIONSHIP

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

July 30, 2018

**REQUEST FOR PROPOSAL (RFP)
FOR
CAMPUS CARD RELATIONSHIP**

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Section I. General Information

1.1 Background

Minnesota State Colleges and Universities is the fifth-largest system of higher education in the United States. It is comprised of 31 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is governed by a 15 member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State Colleges and Universities, please view its website at www.minnstate.edu.

Southwest Minnesota State University (SMSU) is a four-year public university offering a high quality education in the liberal arts and professions to prepare students for a life that is successful both personally and professionally. Founded in 1963, SMSU is a public, state-supported, coeducational institution. SMSU offers three master's programs in addition to its 43 undergraduate programs. Please visit the website at www.smsu.edu for more information.

Southwest Minnesota State University is affiliated with the Southwest Minnesota State University Foundation, a separate, non-profit organization. The Foundation has its own directors, articles of incorporation, and bylaws. The Foundation maintains its own financial records and accounts. This activity is not included in this RFP.

1.1.1 Nature of RFP

SOUTHWEST MINNESOTA STATE UNIVERSITY is requesting proposals from qualified financial institutions ("Bidders") to provide a (1) T2 Arrangement banking relationship directly associated with their University id card program the ("University ID Card") and (2) ATM services for the Southwest Minnesota State University community. The Bidder should provide information for a T2 Arrangement banking program that uses the University ID Card as an ATM and PIN debit card ("Campus Card"). This RFP is undertaken by SOUTHWEST MINNESOTA STATE UNIVERSITY pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

This RFP is designed with the anticipation that the business will be awarded to a single financial institution.

Issuance of this RFP does not compel the University to award. SOUTHWEST MINNESOTA STATE UNIVERSITY reserves the right to accept or reject proposals, in whole or in part, to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion, and to negotiate separately as necessary in order to serve the best interests of SOUTHWEST MINNESOTA STATE UNIVERSITY. This RFP shall not obligate SOUTHWEST MINNESOTA STATE UNIVERSITY to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest. Accordingly, Southwest Minnesota State University shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in SOUTHWEST MINNESOTA STATE UNIVERSITY's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner.

1.1.2 Ownership of Proposal

All material submitted in response to this request become the property of the University and may become a part of any resulting contract. Award or rejection of a proposal response does not affect this right.

1.1.3 Release of Claims, Liability and Preparation Expenses

Under no circumstances shall the University be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs or damages, of whatever nature incurred as a result of Respondent's participation in this RFP process.

1.1.4 Errors in Proposals

The University shall not be liable for any errors in Respondent's proposal. Except during negotiations initiated by the University, no modifications to proposals shall be accepted from the Respondent after the Submittal date.

Respondent is responsible for careful review of its entire proposal to ensure that all information, including pricing, is correct and complete. Respondents are liable for all errors or omissions contained in their proposals.

1.1.5 Addendum

The University reserves the right to issue an addendum to the RFP at any time for any reason.

1.1.6 Oral Presentation/Site Visits

Finalists may be required to do an oral presentation and/or allow the University to visit the vendor's site. Each firm should be prepared to discuss and substantiate any area of its proposal, its own qualifications for the services required, and any other area of interest relative to this proposal.

1.1.7 Responses Subject to Public Disclosure

The University considers all information, documentation and other Materials (collectively, Materials or Items) submitted in response to this RFP to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure after a contract is awarded. By submitting a proposal, Respondent agrees to release the University from any liability resulting from University's disclosure of such information. Respondent: If submitting information in response to this RFP that you believe to be trade secret materials, as defined by the Minnesota Government Data Practices Act, MN Stat 13.37 (MGDPA), follow these instructions.

- (1) Clearly and conspicuously mark any Materials you believe to contain trade secret information.
- (2) Enclose such Materials in a separate envelope, which, itself, is clearly and conspicuously marked "Confidential."
- (3) Include in the envelope an attorney's opinion for each item indicating the legal basis for regarding it as trade secret under the MGDPA. Your proposal may be rejected by the University in the exercise of its sole discretion if any of these three requirements are not met.

Respondent also agrees to defend any action seeking release of the Materials believed to be trade secret, and indemnify and hold harmless the University, its regents, agents and employees, from any judgments or damages awarded against the University in favor of the party requesting the Materials and

any and all costs connected with that defense. Additionally, Respondent understands and agrees that in the event a request is made under the MGDPA, the University will notify Respondent of such request but under no circumstances shall the University be required to commence or defend any action to prevent the disclosure of any Materials, including Materials which the Respondent believes to be trade secret or confidential.

1.1.8 Responsible Proposers (Respondents)

The University reserves the right to award contracts only to responsible proposers. Responsible proposers are defined as companies that demonstrate the financial ability, resources, skills, capability, willingness, and business integrity necessary to perform on the contract. The University's determination of whether a Respondent is a responsible proposer is at the University's sole discretion.

1.1.9 Notification of Award

If the University awards a contract as a result of this RFP process, the University will deliver to the selected Respondent a notice of award.

The resulting contract shall consist of:

- (4) The terms, conditions, specifications and requirements of this RFP and its attachments,
- (5) Any addenda issued by the University pursuant to this RFP and any additional contract terms provided by the University,
- (6) All representations (including but not limited to, representations as to price, specifications, performance, and financial terms) made by the Respondent in its proposal and during any videotaped presentations or demonstrations for the benefit of the University,
- (7) Any mutually agreed upon written modifications to the terms, conditions, specifications, and requirements to this RFP or to the proposal.

1.1.10 Subcontracting

Unless otherwise specified, the successful Respondent shall be responsible for performance of any subcontractors. Use of subcontractors in the performance of the contract is subject to University consent. The awarded vendor must ensure that any subcontractors abide by all terms and conditions of the contract.

1.2 General Selection Criteria

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

- Provide students with high quality, convenient, banking services
- Facilitate banking transactions using the University ID Card as an ATM and debit card
- Educate students on sound personal financial management principles
- Complement existing University declining balance programs
- Produce revenue to support Campus Card program expansion

1.2.1 Selection Process

The selection process includes the Vice President for Finance and Administration, the Associate Vice President for Students Affairs, the Director of Business Services, the Purchasing Clerk, and the Campus Card Director. This group will evaluate the proposals and make the final decision.

1.2.2 Selection and Implementation Timeline

Monday, August 13, 2018	Publish RFP notice in <i>State Register</i>
Monday, September 24, 2018, 2:00 p.m. CT	Deadline for RFP proposal submissions
September 25-October 3, 2018	Review RFP proposals
Monday-Friday, October 8-12, 2018	Meet with individual responders (if needed)
Wednesday, October 17, 2018	Complete selection process
Monday, November 12, 2018	Deadline for executing contract

1.3 Contract Term

SOUTHWEST MINNESOTA STATE UNIVERSITY desires to enter into a contract with the successful vendor(s) effective January 3, 2019. The length of such contract(s) shall be no more than 5 years. If SOUTHWEST MINNESOTA STATE UNIVERSITY and the vendor is unable to negotiate and sign a contract by November 12, 2018, then SOUTHWEST MINNESOTA STATE UNIVERSITY reserves the right to seek an alternative vendor(s).

1.3.1 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 SOUTHWEST MINNESOTA STATE UNIVERSITY and the successful vendor(s).

1.3.2 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.

1.4 Definitions

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

MnSCU: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of SOUTHWEST MINNESOTA STATE UNIVERSITY.

School: Southwest Minnesota State University

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

Vendor: The firm selected by SOUTHWEST MINNESOTA STATE UNIVERSITY as the successful responder(s) responsible to execute the terms of a contract.

1.5 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.

1.6 Contract Assignment

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

1.7 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.

1.8 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.

1.9 Left Blank

1.10 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 SOUTHWEST MINNESOTA STATE UNIVERSITY and the vendor.

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

1.11 Authorized Signature

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

1.12 Proposal Rejection and Waiver of Informalities

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

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

Section II. Parties to the RFP

SOUTHWEST MINNESOTA STATE UNIVERSITY

Section III. Vendor Requirements

3.1 Department of Education Compliance

The Vendor acknowledges that the University must be in compliance with all Department of Education Rules and Regulations for T2 arrangements and the University must do the following:

- Provide written notice that University ID Card recipients are not required to open, obtain, or be automatically enrolled in a financial account.
- Perform due diligence reviews of financial accounts offered under T2 Arrangements every two years. This must include making an on-going determination that any T2 Arrangements are not inconsistent with the best financial interests of the students, by ascertaining that the T2 Arrangement fees as a whole are consistent with, or below market rates.
- Provide Disclosure of the Contract(s) on the University web site no later than sixty (60) days following the most recently completed award year and thereafter in its entirety.
- Provide the Department of Education a URL for the contract to allow publication in a centralized database that will be accessible to the public.

The Vendor acknowledges it must meet all Department of Education Rules and Regulations for T2 arrangements along with the University. Annually a compliance call, webinar, or visit will be held to review compliance requirements with the University.

3.2 Scope of Work:

- No cost to open personal banking/financial accounts offered to students
- Banking services provided through a retail branch
- Linking of personal banking/financial accounts to the University ID Card (student opt-in)
- Branding assistance to promote Campus Card and student programs
- Educational programming covering basic financial knowledge for students
- Support for University ID Card-related programs
- Assistance with recarding existing cardholders

3.2.1 Project Summary

The Mustang Card is the official Southwest Minnesota State University photo I.D. card for all community members. This multi-functional photo identification card has added ease and convenience to community members since 2011. The stored value declining balance program uses the Mustang Card to acquire goods and services on campus such as food and beverage vending, campus dining services, campus bookstore purchases, movie rental, game room activities, printing and laundry services. The Mustang Card is used for event access, checking out library materials, access to the Fitness Center, and a variety of other functions. The card system accesses a central directory to verify individual eligibility for the various functions of the card. As eligibility changes, the directory is updated and card related entitlements change accordingly. Individual cardholders may choose to open an account with the University's Banking Services Provider that enables ATM/PIN-debit purchase transactions using the Mustang Card.

The Mustang Card Center produces over 900 new and replacement cards annually as well as specialty cards that include name badges and guest cards. The card program was designed to be self-funding. In addition to providing attractive banking services to individual cardholders, sponsoring arrangements with a financial institution have produced royalty payments, event funding, and other payments for the Mustang Card program. This financial support is used to purchase card issuing equipment, to assist in the implementation of various card features, to promote the program and to fund the on-going operational costs of the Mustang Card Center. In return, the financial institution receives the right to provide their services through the Mustang Card. Through the arrangement with the University, the banking services provider can increase brand name recognition and visibility with the University community. It is a mutually beneficial situation for all involved.

The current Mustang Card Banking Services Provider was chosen after a competitive proposal process. The decision was based in part upon each respondent's ability and willingness to offer the University community personal banking services which were superior to those available on an individual basis. In addition, each respondent's proposal for generating financial support to the University was evaluated. In short, the successful proposal added value both to prospective cardholders and to the institution.

Currently, banking representatives are available at the University monthly to answer general banking questions and describe the account opportunities available to the cardholder. At issuance, the banking representatives ask each individual if they want to take advantage of the bank account. If so, the necessary information is obtained from the cardholder, account application forms are generated, completed and signed. A deposit is not required at time of application; the cardholder can officially open the account by making a deposit at a bank branch, satellite location, or ATM. New accounts remain open for a minimum of 90 days after date of application before account activation requirements must be met. Individuals who do not initially choose the banking feature of the Mustang Card may later decide to take advantage of this opportunity without the need to request a replacement Mustang Card.

Experience over the past years has shown a steady growth in active bank accounts linked to Mustang Cards. The relationship between the affiliated bank and the University has been structured in such a way that the individual cardholder, the University and our sponsoring bank all benefit by greater activation of Mustang Card links to bank accounts.

The Mustang Card Center issues individual I.D. cards on site in accordance with the requirements of the current sponsoring bank. The University maintains a pool of ISO numbers supplied by the Banking Services Provider which it randomly incorporates into card numbers generated by the software. A portion of the individual card number and ISO number is printed on the Mustang Card and encoded on the ABA magnetic stripe. The ISO number is the data element shared with the Mustang Card Banking Services Provider to enable banking functionality on the Mustang Card. When cards are replaced because they are lost or stolen, the University deactivates the old card, assigns a new ISO number to the

replacement card, and facilitates communication of the ISO number change to the sponsoring bank.

More information about Southwest Minnesota State University is available on the University's web site at www.smsu.edu and about the Mustang Card program at www.smsu.edu/mustangcard.

3.2.2 Description of Services

The Mustang Card program is committed to providing a rich variety of convenient services to University community members in an efficient and cost-effective manner. We expect to see proposed bank account features and banking services designed to add value and encourage activation. We expect account features to include account fee waivers and preferred pricing and banking services to include a semi-weekly banker presence on campus, no-fee ATM placement on campus, and robust online and mobile banking capabilities.

We expect the proposal to clearly define fees related to maintaining an account with the bank, e.g., fees for ATM transactions (foreign or other), debit transactions, overdrafts, stop payments, fund transfers, internet banking, etc. We expect to see clearly defined benefits related to owning an account with your institution, e.g., free checking, free or reduced cost for check stock, overdraft protection, preferred interest rates, program extension to family members, etc. We expect to see clearly defined products that are beneficial to our community, e.g., personal finance education programs, etc. We expect to see products offered to our community members that they can get only by having a Mustang Card account with your institution, and not offered to the general public.

We expect the Mustang Card Banking Services Provider to supply additional operational support during peak card issuance periods, as typically occurs with new student orientation programs and at the beginning of each academic semester.

We expect to see a clear description of the financial support offered, including cost-sharing and royalties that enable the Mustang Card Office to continue its self-funding operation.

3.2.3 Time Period of Contract

The term of this contract shall commence on January 3, 2019, and will expire on January 2, 2024.

On or before the end of the first year of the Contract and thereafter at least once per year, the University and Bank will ensure the product offering is still reasonable and competitive within the market and that the University members are being offered unique services and/or products because of their relationship with Southwest Minnesota State University. In the event the parties cannot mutually agree to such services, rates and/or products, the University shall have the right to terminate the contract upon 90 days written notice to sponsoring bank.

3.2.4 Structure and Content of Respondent Proposal

To facilitate the evaluation of proposals, Respondents should prepare their response to this section in the format and sequence specified. Respond specifically to each question posed. Do not simply make a general reference to an attachment or brochure. Failure to comply with this stipulation could result in the proposal being rejected by the University in its sole discretion. Catalogs, brochures, etc. about the Respondent's products or services may be included as an addendum to the proposal but not in place of specific responses.

Account Features:

A1. Will a student checking account with your bank require an opening deposit? If so, is there a minimum amount required?	
A2. Will student checking accounts offered require a minimum balance? If so, provide amount.	
A3. Will you charge any monthly fees for student checking accounts offered? If so, provide details.	
A4. Will you charge students checking account holders for checks? If so, please provide details.	
A5. Will you provide a free Visa or MasterCard check card for student checking account customers?	
A6. Do you have a relationship with any credit/debit networks? If so, which one(s) and for how long? How do these relationships benefit the University community?	
A7. Will you place daily withdrawal limits on ATM or debit card transactions from student checking accounts? If so, please provide details.	
A8. What will you charge for ATM transactions for student checking account holders?	
A9. Will you offer secure online banking services? If so, please provide details of services offered (i.e., bill payment, funds transfer, online statements, etc.)	
A10. Will you offer secure mobile banking services? If so, please provide details of services offered (i.e., bill payment, funds transfer, mobile deposits, etc.)	
A11. Will the accounts you offer students contain features that are different than accounts you offer to faculty/staff? If so, please provide details.	
A12. Will you offer other accounts, products or services to Mustang Card checking customers? Will any of these be unique to Mustang Card checking customers?	
A13. Would you allow pre-existing accounts in your bank to link to Mustang Card accounts?	

A14. What kind of account offering will you make available for individuals who do not qualify for a checking account?	
A15. Will the Mustang Card account privileges continue for accountholders when they leave the University? If so, how long? If not, what products would you offer to replace the student checking account?	
A16. Will the Mustang Card account privileges continue for accountholders if or when your status as the University's Mustang Card Banking Services Provider is terminated? Please provide information regarding the account privileges that will continue to be available.	
A17. Will you charge any other fees to accountholders not specifically outlined in previous responses?	

Customer Service Support

A18. Please describe how banking representatives would be available to accountholders to meet customer service needs?	
A19. Please describe your plan to implement banker availability on our campus, and the services they would provide while on campus.	
A20. Please describe the availability of your ATMs on our campus, in close proximity to our campus, within the community, the surrounding area/region, and nationally.	
A21. How many ATMs on campus would be preferable? An ATM location in our Student Union is assured. Other campus locations to consider include the Conference Center, Residence Hall common areas, athletic event facilities, or academic buildings at the opposite end of campus from the student union.	
A22. Will you offer one-on-one money management advising for members of the University community? If so, please outline your plans.	

A23. Will you offer any personal financial management programs for members of the University community? If so, please outline your plans.	
A24. What procedures would you use to follow up on accounts that have been opened but have not had transaction activity for over 30 days? Over 90 days? 180 days? More than a year?	

Operational and Financial Support

B1. Please describe how banking representatives would be available to the Mustang Card Center staff on a daily basis.	
B2. Please describe how you would provide additional operational support during peak card issuance periods, typically during orientation periods and at the beginning of each school semester?	
B3. Provide a detailed transitional plan, if applicable, outlining the various parties responsible to introduce you as the Mustang Card Banking Services Provider.	
B4. What type of sponsorship material(s) will you supply and distribute?	
B5. What level of financial support will you commit to sponsor your Mustang Card banking services?	
B6. How will you encourage individuals to open a Mustang Card linked checking account?	
B7. The Mustang Card currently utilizes an ABA magnetic stripe to access financial databases and other internal services within SMSU. If your bank or the University transitions to other technologies, what would be your commitment, financial or otherwise?	

<p>B8. Will you provide payment to the University upon execution of a contract naming your financial institution as the Mustang Card Banking Services Provider? If so, please provide the dollar amount and proposed timing of such payment.</p>	
<p>B9. Will you provide payment to the University for the volume of Mustang Card linked checking accounts? If so, please provide details including amount and timing of payments.</p>	
<p>B10. Will you provide payment to the University to share the cost of plastic card stock and/or other card printing equipment and supplies? If so, please provide details outlining level of financial commitment.</p>	
<p>B11. Will you provide financial support in the form of University scholarships? If so, please provide details outlining level of financial commitment.</p>	
<p>B12. Will you provide employment or internship opportunities for Southwest Minnesota State University students? If so, please provide details outlining your commitment.</p>	
<p>B13. Will you provide any other financial support to the University as a direct result of being named the Mustang Card Banking Services Provider? If so, please provide this information.</p>	
<p>B14. The University will expect to receive reports on a fiscal year basis (July 1-June 30) and by accounting period (monthly or quarterly). Please provide sample reports you will provide. Minimally, the reports should include data on account acceptance rates, calculations of royalties payable to the University, and all other data required by the Department of Education annually.</p>	

Vendor Qualifications

<p>C1. Please provide two positive client references that speak to your ability to meet the expectations of the University community to serve as its Mustang Card Banking Services Provider. Also provide two institutions where you no longer serve as the banking services provider. Also provide some customer satisfaction data from these institutions.</p>	
<p>C2. Please provide documentation of financial measures that indicate long-term financial stability of your institution.</p>	
<p>C3. Has your financial institution been involved in any similar university card issuance programs? If so, please describe your experience in detail, including statistics indicating growth of the program, account opening and activation rates, account longevity, and other relevant data.</p>	
<p>C4. Please compare and contrast your institution's prior experiences with the business we are proposing with regard to what worked well in your experience, what went poorly, and how you would propose to do things differently if you are chosen as the Mustang Card Banking Services Provider.</p>	
<p>C5. Clearly state what a sponsoring relationship means to you and expectations you have of the University regarding our relationship.</p>	
<p>C6. What is your organization's vision of the future of campus card programs? How will this vision benefit the University and its Mustang Card program?</p>	
<p>C7. Please provide any other information you believe is relevant to your ability to serve the University as its Mustang Card Banking Services Provider.</p>	

A. All sponsorship materials distributed to Mustang Card holders such as brochures, flyers, posters, banners, etc. are subject to University approval.

B. If vendor is purchased by another company, merges with another business, renames itself or initiates any new technologies, the new entity is responsible for paying marketing costs related to new card plastics, brochures, web updates, etc. and for honoring the contract under new business relationships. In any event, the Mustang Card Office will NOT re-card; rather it will transition to the new name of the sponsoring bank as new or replacement cards are issued to cardholders.

C. The Mustang Card Office will not require the reissuance of Mustang Cards to the entire University community at the start of this contract period to replace the current vendor logo on cards issued; likewise, if a transition is required at the end of this contract, the vendor awarded the RFP at that time will not require the University to reissue cards to replace the vendor logo on the Mustang Card. All employees and students will have the option to have their current Mustang Card replaced during the first six months of the new contract. The University will require the new banking services provider to cover the costs of these existing card holders. There are approximately 4,000 current card holders.

D. The ISO number pool and all card numbers are maintained by our Information Technology staff.

E. The bank must provide a toll-free number for community members to report lost/stolen Mustang Cards linked to bank accounts, Visa, or MasterCard ATM/check cards. Liability for lost/stolen cards is between the merchant, cardholder, and the bank. The Mustang Card Center will have no liability for fraudulent use of Mustang Cards linked to bank accounts, Visa, or MasterCard ATM/check cards associated with these checking accounts.

F. The Mustang Card's ATM feature must allow broad access to an ATM network internationally, with the ability to use customer or financial institution selected PIN numbers.

3.2.5 Information Contact

SOUTHWEST MINNESOTA STATE UNIVERSITY's agent for purposes of responding to inquiries about the RFP is:

Name: Jorun Ahmann
Title: Director of Card Services
Address: 1501 State Street, SC 227, Marshall, MN 56258
Telephone: 507-537-7160
E-mail address: Jorun.Ahmann@smsu.edu

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

Section IV. Response Evaluation

The following criteria and their identified weight will be used by SOUTHWEST MINNESOTA STATE UNIVERSITY to evaluate the responses:

1. Expressed understanding of proposal objectives (20%);

2. Qualifications of the vendor and its personnel (experience of personnel who are committed to work on the contract will be given greater weight than that of the company (10%);
5. Completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above (25%);
6. Consistency of the proposed solutions to SOUTHWEST MINNESOTA STATE UNIVERSITY's present and future needs (15%);
7. Cost/Payment in relation to level of service to be provided (20%);
8. Preference, Targeted Group, Economically Disadvantaged Business and Individuals (5%); and
9. Preference, Service Disabled / Veteran-Owned Business and Individuals (5%).

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

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

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

Section V. Additional RFP Response and General Contract Requirements

5.1 Notice to Vendors and Contractors

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

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

5.2 Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either SOUTHWEST MINNESOTA STATE UNIVERSITY or the vendor.

5.3 Affidavit of Non-Collusion

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

5.4 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.

5.5 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.

5.6 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.

5.7 Insurance Requirements

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the SOUTHWEST MINNESOTA STATE UNIVERSITY'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 MnSCU 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

SOUTHWEST MINNESOTA STATE UNIVERSITY

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 MnSCU. If the vendor desires authority from MnSCU 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 MnSCU 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 MnSCU 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 MnSCU 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 MnSCU;
- Vendor is responsible for payment of contract related insurance premiums and deductibles;
- If vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Vendor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the vendor's policy limits to satisfy the full policy limits required by the contract.

C. SOUTHWEST MINNESOTA STATE UNIVERSITY 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 SOUTHWEST MINNESOTA STATE UNIVERSITY and copies of policies must be submitted to SOUTHWEST MINNESOTA STATE UNIVERSITY's authorized representative upon written request.

5.8 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 MnSCU and the Legislative Auditor's Office for six (6) years after the termination/expiration of the contract.

5.9 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 MnSCU, its schools and the System Office in accordance with the contract and as it

applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when MnSCU 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, MnSCU, its agents and employees, from any judgments or damages awarded against the State or MnSCU in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MnSCU's award of a contract. In submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of MnSCU.

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

5.10 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.

5.11 Organizational Conflicts of Interest

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

5.12 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 MnSCU and SOUTHWEST MINNESOTA STATE UNIVERSITY.

The vendor shall recognize MnSCU'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, MnSCU and SOUTHWEST MINNESOTA STATE UNIVERSITY 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.

5.13 Family Rights and Privacy Act

To the extent that CONTRACTOR has access to any private student data, the CONTRACTOR is designated a "school official" with "legitimate educational interests" in college/university'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 C.F.R. 99.33(a) on school officials. CONTRACTOR agrees to use college/university's 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 required by law, or authorized in writing by college/university.

Section VI. RFP Responses

6.1 Submission

Sealed proposals must be received at the following address not later than 2:00 p.m. CT on Monday, September 10, 2018.

Institution: SOUTHWEST MINNESOTA STATE UNIVERSITY
Name: Christy Johnson
Title: Buyer II
Mailing Address: 1501 State Street, IL 139, Marshall MN 56258

The responder shall submit 6 copies of its RFP response and a jump drive with the RFP response in Microsoft Word format. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. One copy of the proposal must be unbound and signed in

blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

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

Fax and e-mail responses will not be considered.

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

The remainder of this page was intentionally left blank

**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: _____

**NOTICE TO CONTRACTORS
AFFIRMATIVE ACTION
CERTIFICATION OF COMPLIANCE**

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

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

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

State Of Minnesota – Affirmative Action Certification

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

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

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR) –or–
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

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

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

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Freeman Building, 625 Robert Street North, Saint Paul, MN 55155

Phone: 651-296-5663

Toll Free: 800-657-3704

Fax: 651-296-9042

TTY: 651-296-1283

Web: mn.gov/mdhr

Email: compliance.mndh@state.mn.us

Affirmative Action Certification Page, Revised 6/11 – MDHR

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS**

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

The amended Minnesota Human Rights Act (Minnesota Statutes §363A.36) divides the contract compliance program into two categories. Both categories apply to any contracts for goods or services in excess of \$100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an affirmative action plan to the Commissioner of the Department of Human Rights prior to the due date and time of the response and must have received a Certificate of Compliance prior to execution of the contract or agreement.

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to MnSCU that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 625 Robert Street North, Saint Paul MN 55155; Voice: 651-296-5663; Toll Free: 800-657-3704; TTY: 651-296-1283.

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

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

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

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

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

In accordance with Minn. Stat. §16C.16, subd. 6a, the MnSCU 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.