

MINNESOTA STATE COLLEGES AND UNIVERSITIES

System Office

REQUEST FOR PROPOSAL (RFP) FOR CONSULTANT TO CONDUCT SALARY EQUITY STUDY FOR MINNESOTA STATE UNIVERSITY SYSTEM FACULTY

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or the System Office to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. 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 the MnSCU website, <http://www.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.

August 2016
REQUEST FOR PROPOSAL (RFP)
FOR
CONSULTANT TO CONDUCT SALARY EQUITY STUDY FOR
MINNESOTA STATE UNIVERSITY SYSTEM FACULTY

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Section I. General Information

Background

Minnesota State Colleges and Universities (MnSCU) 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 annually. 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. For more information about Minnesota State Colleges and Universities, please view its website at www.mnscu.edu.

This RFP solicits proposals to conduct a study of faculty salaries at the System's seven four-year state universities. The seven four-year state universities within the MnSCU system are located in separate communities across Minnesota. The state universities vary widely in size, as do the communities in which they are located (see Exhibit D for geographic location and size of MnSCU's state universities). These communities vary from an agricultural rural setting to a culturally diverse metropolitan area. The universities offer over 140 different programs at both the undergraduate and graduate level. Six campuses offer on-campus housing, complete food service and support activities.

The Inter-Faculty Organization (IFO) represents faculty at all seven of the state universities, totaling approximately 3,475 faculty members. The authority to hire, promote, non-renew, non-tenure and /or terminate faculty is conferred upon the President of each university. The 2015-17 collective bargaining agreement between the IFO and MnSCU ("the Agreement") imposes a posting requirement when hiring new faculty to fill current vacancies and new positions. The Agreement also requires the President to involve the respective departments in evaluating the academic credentials of candidates and making recommendations concerning the candidates. The Agreement does not impose other procedures with respect to hiring. The state universities currently set initial salaries for new faculty hires as described in the State University Faculty (IFO) Initial Salary Placement procedures (see Exhibit F).

The Agreement provides for the existence of a Salary Review Committee (SRC), comprised of both IFO and management representatives. The SRC is charged with performing an analysis of salaries of faculty. The Agreement provides that the SRC's review may result in the recommendation of appropriate salaries and salary adjustments, and a proposal to the IFO and MnSCU concerning procedures and processes to reduce the likelihood of inequitable salaries. The Agreement also requires an annual review of all new hires, faculty who have received a promotion, and faculty awarded terminal degrees. In addition, the Agreement requires the SRC to complete a new analysis of the salaries of all faculty every five years in order to update and/or modify data and relevant criteria and recommend adjustments. A copy of the Agreement is available at the following web address: http://www.minnstate.edu/system/hr/contract_plans/documents/2015-2017_IFO_Contract.pdf.

Nature of RFP

The System Office is requesting proposals for a vendor to conduct a study of faculty salaries at the seven state universities within the system as described in the Agreement. Overall goals of the study include the following:

- Analyze internal equity;
- Develop administrative guidelines; and
- Communicate results of analysis and recommendations to be implemented by MnSCU

This RFP is undertaken by the System Office pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, the System Office shall select the vendor whose proposal and oral presentation, if requested, demonstrate in the System Office's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. The System Office reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of the System Office. This RFP shall not obligate the System Office 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.

Selection Process

The selection process includes the joint IFO/MnSCU Salary Review Committee (SRC) and the Vice Chancellor for Human Resources. The SRC will evaluate the proposals and make a recommendation to the Vice Chancellor or his/her designee, who will make the final decision.

Selection and Implementation Timeline

Tuesday May 30, 2017	Publish RFP notice in <i>State Register</i>
Monday, June 19, 2017	Deadline for email questions regarding project
Friday June 23, 2017, 4:30 p.m. CDT	Responses to vendor email questions distributed to all prospective proposers
Monday Friday June 30, 2017 5:00 p.m. CDT	Deadline for RFP proposal submissions
July 3 – July 14, 2017	Review RFP proposals
July 17 – July 26, 2017	Meet with individual responders, if necessary
Friday July 28, 2017	Select Consultant
Friday August 11, 2017	Deadline for executing contract
August 15 – 22, 2017	Meetings with consultant
August 23 – September 8, 2017	Review and clarification of database elements
September 11 – 29, 2017	Consultants perform analysis
November 3, 2017	Preliminary consultant report to SRC
November 14, 2017	Final consultant report to SRC
Late November – Early December 2017	Consultants conduct campus presentations

Contract Term

The System Office desires to enter into a contract with the successful vendor effective on or about June 9, 2017. The length of such contract shall be for the period ending February 28, 2018, or until the project is complete, whichever occurs first. If the System Office and the vendor are unable to negotiate and sign a contract by August 11, 2017, then the System Office reserves the right to seek an alternative vendor.

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 C 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.

Parties to the Contract

The parties to any contract entered into as a result of this RFP shall be the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the System Office and the successful vendor.

Contract Termination

MnSCU may cancel any contract entered into as a result of this RFP upon thirty (30) days written notice, with or without cause.

Definitions

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

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

System Office: The central system office of the 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 the System Office as the successful responder(s) responsible to execute the terms of a contract.

Applicable Law

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

Contract Assignment

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

Entire Agreement

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

Deviations and Exceptions

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

Section II. Vendor Requirements and Available Data

Vendor Requirements:

General tasks to be performed by the selected vendor include, but are not limited to, the following:

- Meet with the SRC on two or three occasions to discuss design, progress and other issues related to the tasks described in this RFP;
- Design and execute a multiple regression analysis in which base salary is the dependent variable and the appropriate data elements from the available information described below serve as independent variables, or other appropriate analysis, to assist the SRC in assessing whether similarly situated state university (non-adjunct) faculty members are paid in a similar fashion in Fiscal Year 2011 and separately in Fiscal Year 2016;
- Using multiple regression or other appropriate analysis, identify apparent disparities in salaries among all similarly situated non-adjunct university faculty members that may be significantly influenced by race and/or gender for each of the seven state universities in Fiscal Year 2016. The analysis shall be conducted separately for each of the seven state universities without consideration of the salaries paid to faculty at the other six state universities;
- Model up to three sets of proposed adjustments to non-adjunct faculty salaries at each state university to determine if implementation of proposed adjustments will create statistically significant disparities on account of race or gender;
- Prepare a written report of the methods and outcomes of the salary analysis described in this RFP and present a summary of that report to a live audience of relevant employees at each of the state universities.

When designing and executing the aforementioned analysis, the vendor will consult with the SRC regarding:

- Methods of assessing salaries within small academic programs;
- Alternative model(s) for assessing salaries at campuses with fewer faculty members, e.g., Metropolitan State University and Southwest Minnesota State University;
- Impact of utilizing a model that reflects Terminal degree vs. Non-terminal degree, as opposed to incorporating degree as a variable in the model (i.e., doctorate, specialist, masters, baccalaureate);
- Methods of analyzing disciplines where market is a factor (such as business, engineering, etc.) or

- non-teaching faculty assignments (such as coaches, counselors, librarians, etc.);
- Recommendations to alleviate perceived disparities, to the extent that they exist.

Available Data:

MnSCU and the IFO have made a joint concerted effort to obtain information from all state university faculty members. Data gathered and verified by the SRC for each faculty member reflects the following data elements for the all non-adjunct state university faculty in Fiscal Years 2011 and 2016:

- Name
- Employee ID Number
- University location
- Gender
- Ethnicity
- Hire Date
- 9-month base salary in Fiscal Years 2011 and 2016
- Rank for Fiscal Years 2011 and 2016 (rank history is also available)
- Position status for (i.e., tenured, probationary, non-tenured track, or fixed term faculty)
- Discipline
- Highest degree obtained
- Date highest degree was obtained
- Terminal degree flag
- Years in each rank
- Years of experience prior to current position classified as to type of experience (i.e., other Collegiate, Community/Technical College, or other related experience)

This data has been or will be reviewed and verified by the SRC. The SRC will gather any other employee specific data that will be needed or used in the conduct of this study. The vendor will not be responsible for the collection or verification of further employee data.

Proposal contents should include responses to the RFP questions as outlined in Exhibit E.

Information Contact

The System Office’s agent for purposes of responding to inquiries about the RFP is:

Name: Toni Munos
 Title: System Director for Academic HR
 Address: Wells Fargo Place, 30 7th St. E., Suite 350, St. Paul, MN 55101-7804
 Telephone: 651/201-1844
 Fax: 651/297-3145
 E-mail address: Toni.Munos@so.mnscu.edu

No other person is authorized to discuss RFP requirements before the proposal submission deadline and the System Office shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and his/her telephone number, and e-mail address. Anonymous inquiries will not be answered.

Section III. Response Evaluation

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

1. expressed understanding of proposal objectives (10%);
2. work plan (10%);
3. cost in absolute terms and in relation to the level of service (25%);
4. 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) (20%);
5. completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above (10%);
6. consistency of the proposed solutions to the System Office's present and future needs (10%);
8. Preference, Targeted Group, Economically Disadvantaged Business and Individuals (6%)
9. Preference, Service Disabled / Veteran-Owned Business and Individuals (6%); and
10. Willingness to agree to the standard terms of the Minnesota State Services Contract as described in Appendix C (3%).

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

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

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

Section IV. Additional RFP Response and General Contract Requirements

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.

Affidavit of Non-Collusion

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

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, all responding vendors are required to complete Exhibit B, 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, 680 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363A.36. Failure to comply shall be grounds for rejection.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

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

Veteran-Owned Preference

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

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

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

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

Insurance Requirements

Vendors should see the Sample Contract (Exhibit C) for a detailed description of the insurance conditions and coverages that a Contractor hired to perform the services described in this RFP will be required to maintain.

[DEPENDING UPON THE TYPE OF WORK AND THE RISK INVOLVED, OTHER TYPES OF INSURANCE MAY BE NECESSARY (E.G. -CYBER INSURANCE). CONTACT THE MNSCU DIRECTOR OF RISK MANAGEMENT, 651-201-1778, OR DEPARTMENT OF ADMINISTRATION'S RISK MANAGEMENT OFFICE, 651-201-2591, WITH ANY QUESTIONS YOU MAY HAVE.]

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

State Audit

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

Minnesota Government Data Practices Act

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.

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 System Office's Authorized Representative 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 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 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.

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 Statutes Chapter 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.

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

Section V. RFP Responses

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.

Pre-bid Vendor Questions

Submission of questions related to this Request for Proposal must be made via email to Toni Munos, via e-mail at Toni.Munos@so.mnscu.edu by **3:00 p.m. Central Daylight Time, Monday June 19, 2017**. Written responses to each vendor’s questions will be distributed back to all prospective proposers via email by **4:30 p.m. Central Daylight Time, Friday June 23, 2017**.

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 the System Office and the vendor.

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

Authorized Signature

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

Proposal Rejection and Waiver of Informalities

This RFP does not obligate MnSCU to award a contract or complete the proposed project and MnSCU reserves the right to cancel this RFP if it is considered to be in its best interest. The System Office 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.

Submission

Sealed proposals must be received at the following address not later than **Monday June 30, 2017 at 5:00 p.m. CDT**

Institution: Minnesota State Colleges and Universities, System Office
Name: Toni Munos
Title: System Director for Academic HR
Mailing Address: Wells Fargo Place, 30 7th St. E., Suite 350, St. Paul, MN 55101

The responder shall submit fifteen (15) copies of its RFP response and a portable digital storage device compatible with a Windows based computer operating system 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.

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.
Human Rights Certification Information and Affirmative Action Data Page

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 two (2) years. For additional information, contact the Department of Human Rights, Compliance Services Unit, Freeman Bldg. 625 Robert Street North, St. Paul, Minnesota 55155 or email compliance.MDHR@state.mn.us.

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 two (2) 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: _____

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

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

Exhibit C

Sample Contract

STATE OF MINNESOTA MINNESOTA STATE COLLEGES AND UNIVERSITIES SYSTEM OFFICE

PROFESSIONAL/TECHNICAL SERVICES CONTRACT

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

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

WHEREAS, MnSCU is in need of professional/technical services, and

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

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

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

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract is effective on *[INSERT FULL DATE (e.g., January 29, 2013)]* or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until *[INSERT FULL DATE (e.g., June 15, 2013)]* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MnSCU's authorized representative.

2. **CONTRACTOR'S DUTIES. The CONTRACTOR will:**

[PROVIDE SUFFICIENT DETAIL IN THE DUTIES SO THAT YOU CAN HOLD THE CONTRACTOR ACCOUNTABLE FOR THIS WORK. DO THIS BY EITHER: 1) LISTING THE CONTRACTOR'S DUTIES, DELIVERABLES, AND COMPLETION DATES WITH PRECISE DETAIL HERE OR 2) USING AN EXHIBIT THAT CONTAINS THE PRECISE DUTIES AND DELIVERABLES, NOT THE "PROPOSAL". YOU MUST INDICATE THAT AN EXHIBIT IS INCORPORATED INTO THE CONTRACT, SUCH AS "Perform the duties specified in Exhibit A, which is attached and incorporated into this contract."]

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

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

- i. Compensation of *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g., Fifty and 00/100 Dollars (\$50.00) for eighty (80) hours.* ***EXPLAIN HOW THE CONTRACTOR WILL BE PAID. EXAMPLES: "IN ACCORDANCE***

WITH THE BREAKDOWN OF COSTS AS SET FORTH BELOW.” IF DELIVERABLES CAN BE SUCCINCTLY DEFINED, IT IS GENERALLY PREFERABLE TO STRUCTURE PAYMENT BASED ON THE SUCCESSFUL COMPLETION AND ACCEPTANCE OF SPECIFIC TASKS OR DELIVERABLES.]

- ii. Reimbursement for travel and subsistence will not be provided.
- iii. The **total obligation** of MnSCU for all compensation and reimbursement to the CONTRACTOR shall not exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS, e.g. Four Thousand One Hundred Twenty and 00/100 Dollars (\$4,120.00).]*

b. Terms of Payment.

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

[USE TERMS OR PHRASES SUCH AS WEEKLY, MONTHLY OR WITHIN CALENDAR DAYS FOLLOWING COMPLETION OF SERVICES OR IF THERE ARE SPECIFIC DELIVERABLES, PHASES, TASKS, LIST HOW MUCH WILL BE PAID FOR EACH.]

- ii. *[IF APPLICABLE, INSERT THIS CLAUSE.]* Payments are to be made from federal funds obtained by MnSCU through Title _____ of the _____ Act of _____ (Public law and amendments thereto). If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by MnSCU to the CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- iii. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, MnSCU is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MnSCU will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MnSCU makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MnSCU does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MnSCU harmless for any taxes owed and any interest or penalties assessed.
- iv. Entertainers. Pursuant to Minnesota Statutes 290.9201, MnSCU is required to withhold a two percent (2%) tax on the gross compensation, including reimbursable expenses, paid to non-Minnesota entertainers for any performance in Minnesota.

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

- a. MnSCU’s authorized representative for the purpose of administration of this contract is:

Name: Mark Carlson, Vice Chancellor for Human Resources
Address: Wells Fargo Place, 30 7th St. E., Suite 350, St. Paul, MN 55101-7804
Telephone: (651) 201-1827
E-Mail: Mark.Carlson@so.mnscu.edu
Fax: (651) 297-3145

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause 3, paragraph b.

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

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

5. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by MnSCU at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. MnSCU may immediately terminate this 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 MnSCU receiving notice that sufficient funding is not available. MnSCU is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MnSCU will not be assessed any penalty if the 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 MnSCU.

7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, 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 MnSCU'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 MnSCU employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MnSCU's obligation or responsibility.

9. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with

others, or any subcontractors shall identify MnSCU as the sponsoring agency and shall not be released prior to receiving the approval of MnSCU's authorized representative.

10. **MINNESOTA STATUTES §181.59.**

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

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

11. **DATA DISCLOSURE.**

- a. As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.
- b. Independent Contractors. Minn. Stat. §256.998 requires MnSCU to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

12. **GOVERNMENT DATA PRACTICES ACT.**

a. **Data Ownership and Control.**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this 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 MnSCU.

MnSCU 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 "MnSCU 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 MnSCU 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 MnSCU. MnSCU 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 maintain the confidentiality, security, and protection of MnSCU 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 MnSCU’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 MnSCU 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 MnSCU. CONTRACTOR will not access MnSCU user accounts except to respond to service or technical problems or at MnSCU’s specific request.

The CONTRACTOR agrees that no MnSCU data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by MnSCU contract administrator or delegate. CONTRACTOR must ensure that any contractors, subcontractors, agents and others to whom it provides MnSCU 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 MnSCU data, CONTRACTOR will immediately report the event to MnSCU and MnSCU’s Chief Information Security Officer. The decision to notify and the actual notifications to MnSCU’s data subjects affected by the security or privacy incident is the responsibility of MnSCU. Notwithstanding anything to the contrary in this Contract, the CONTRACTOR shall indemnify, hold harmless and defend MnSCU and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy or security incident involving any MnSCU data. CONTRACTOR shall reasonably mitigate any harmful effects resulting from any privacy or security incident involving any MnSCU 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 MnSCU 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 MnSCU on a confidential, need-to-know basis, along with other related information reasonably requested by MnSCU regarding CONTRACTOR’s security practices and policies. Unless inconsistent with applicable laws, CONTRACTOR and MnSCU 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 MnSCU data shall be remitted, in a mutually agreeable format and media, to MnSCU by the CONTRACTOR upon request or upon completion, termination or cancellation of this Contract. The foregoing sentence does not apply if MnSCU’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 days following any remittance of MnSCU data to MnSCU, CONTRACTOR shall, unless otherwise instructed by MnSCU 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.

13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

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

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

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

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

14. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
15. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
17. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
18. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.
19. **INSURANCE.**

[THE INSURANCE REQUIREMENTS BELOW GENERALLY REPRESENTED THE MINIMUMS. DEPENDING UPON THE TYPE OF WORK AND THE RISK INVOLVED, OTHER TYPES OF INSURANCE MAY BE NECESSARY (E.G. -CYBER INSURANCE). CONTACT THE MNSCU DIRECTOR OF RISK MANAGEMENT, 651-201-1778, OR DEPARTMENT OF ADMINISTRATION'S RISK MANAGEMENT OFFICE, 651-201-2591, WITH ANY QUESTIONS YOU MAY HAVE.]

- a. CONTRACTOR shall submit an ACORD Certificate of Insurance to MnSCU'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 MnSCU

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 MnSCU 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 MnSCU 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 MnSCU.

- 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. MnSCU 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 MnSCU and copies of policies must be submitted to MnSCU's authorized representative upon written request.

20. **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.**

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

- a. Covered Contracts and Contractors. If the contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the CONTRACTOR must comply with the requirements of Minnesota Statutes §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statutes §363A.36 because it employed more than forty (40) full-time employees in another state and the CONTRACTOR does not have a Certificate of Compliance, said CONTRACTOR must certify that it is in compliance with federal affirmative action requirements.
- b. Minnesota Statutes §363A.36. Minnesota Statutes §363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

c. Minnesota R. 5000.3400-5000.3600.

i. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statutes §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

ii. Disabled Workers. The CONTRACTOR must comply with the following affirmative action requirements for disabled workers.

A. The CONTRACTOR must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

C. In the event of the CONTRACTOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

D. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

E. The CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

iii. Consequences. The consequences for the CONTRACTOR'S failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or MnSCU.

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.

21. **ENTIRE AGREEMENT.** This Contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This Contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.

22. **OTHER PROVISIONS.** None.

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 Statutes §16A.15.

By (authorized signature and printed name)
Title
Date

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

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

**Exhibit D.
Minnesota State Universities**

<i>University:</i>	<i>FY15 IFO Faculty FTE*:</i>	<i>Geographic Location/ Population:</i>
Bemidji State University	269.6	Bemidji, 14,969
MSU, Mankato	820.8	Mankato, 41,723
MSU, Moorhead	385.2	Moorhead/Fargo, 233,836 [†]
Metropolitan State University	426.8	Twin Cities, 3,524,000 [†]
St. Cloud State University	785.7	St. Cloud, 53,714
Southwest Minnesota State University	183.8	Marshall, 13,793
Winona State University	522.3	Winona, 27,591

* Includes adjunct faculty

[†] Metropolitan Area

Exhibit E.
RFP Questionnaire

NOTE: Responses must comply with the following:

- A. Each RFP question must be restated before your response. If printed matter is supplied as supplemental information, please make sure that the supplemental information is appropriately marked with the corresponding question to which it applies.**
 - B. Please respond to every question. Failure to respond to all questions may lead to your elimination from consideration.**
 - C. All questions must be answered in the order asked.**
1. Provide an outline of your firm's background, including a list of references from current or former clientele along with resumes of the key personnel who would be assigned to the MnSCU account.
 2. Provide a brief overview of your company and history of your organization and its services.
 3. Describe any services currently or previously provided to State, Local, or Federal Government Agencies or public higher educational facilities with regard to compensation studies. If applicable, please further describe the nature and extent of similar compensation studies that have been performed for other public institutions in the higher education market.
 4. Provide a statement of goals, objectives and tasks that would be implemented to show a thorough understanding of the needs of MnSCU.
 5. Provide a comprehensive list of clients for whom, in the last 10 years, you have designed and executed a multiple regression analysis of the salaries of teaching faculty in higher education for the purpose of assessing the distribution of salaries among similarly situated employees.
 6. Provide a representative list of clients for whom you have designed and executed a multiple regression analysis of salaries for the purpose of assessing the distribution of salaries among similarly situated employees.
 7. Of your clients identified in response to Question 5, provide of a list of those clients who implemented salary adjustments designed to reduce perceived inequities based on your analysis or recommendations made by you.
 8. Of your clients identified in response to Question 7, provide of a list of those clients who were challenged or sued by one or more of their respective employees in which the implemented or recommended salary adjustments formed the basis of a claim for relief or a cause of action. What was the outcome of any lawsuits filed? State whether or not you provided sworn testimony in any litigation proceedings.
 9. Describe how you would use the data elements outlined on Part II of this are RFP as independent variables in a multiple regression analysis of faculty salaries within the state universities in the MnSCU system bearing in mind that race and gender shall not be considered in a system-wide or grouped campuses study (as opposed to a university-by-university analysis).

10. Provide a brief rationale explaining your response to question 9.
11. Describe the techniques that you would anticipate using to determine if the data submitted by the SRC for use in your analysis of faculty salaries are valid.
12. Describe the methodology you would employ (e.g., total population regression line or natural log of salary analysis) to aid the SRC in evaluating whether similarly situated state university (non-adjunct) faculty members are paid in a similar fashion.
13. Describe the techniques that you would use to demonstrate that your methodology is valid.
14. Describe the basic approach you would use to model adjustments proposed by the SRC to current faculty salaries to determine if implementation of such proposed adjustments would result in salary inequities that might be significantly influenced by race or gender, bearing in mind that race and gender shall not be considered in a system-wide study (as opposed to a university-by-university analysis).
15. Describe how you would communicate the methodologies used and the outcomes of your analysis to the relevant employees at each state university.
16. Provide a detail of all costs associated with the services to be provided.
17. What would you recommend that MnSCU do to conduct regular salary reviews focusing on key faculty attributes (including protected class attributes) to verify that disparities in the salaries of similarly situated faculty are decreasing?
18. What methodologies would you recommend that MnSCU employ when reviewing salary levels against external data to ensure that hiring guidelines are competitive?
19. The current salary administration process/tools for state university faculty are attached in Appendix D. What recommendations do you have to modify the processes described to meet the needs of MnSCU?

Exhibit F
Minnesota State Colleges and Universities
State University Faculty (IFO) Initial Salary Placement

Purpose: To provide guidance to State Universities regarding initial salary placement of faculty in the IFO bargaining unit.

Affected Campuses: All State Universities

Required Forms and Resource Materials:

- *Previous Creditable Work Experience Form for State University Faculty (template attached);*
- *Guidelines for Calculation of Creditable Work Experience for University Faculty (attached);*
- *Salary Placement Guide software (available electronically);*
- *IFO Bargaining Agreement, Article 11 (Salaries);*
- *A report of current faculty, by programmatic area and academic rank, which includes data on total creditable experience, salary/step, and other relevant academic preparation (available from the campus Office of Human Resources).*

Responsibility for Implementation: Each campus administrator who is involved in the initial placement of faculty salary is responsible for implementation of these guidelines.

Procedure:

A. Prior to any official salary offer to candidates, campuses must collect comprehensive information regarding prior work experience on the Previous Creditable Work Experience Template. (*Note: campuses may create their own form for this purpose, but the collected information must include, at a minimum, the data on the template*). Where possible, the candidate and dean/hiring authority should collaborate in filling out the form.

B. Two different administrators at the campus must separately evaluate the completed Work Experience Template/Form in accordance with the *Guidelines for Calculation of Creditable Work Experience* document.

C. After the two administrators reach consensus on the total amount of previous creditable experience that should be granted, the agreed upon creditable experience, along with the following hiring data elements for the candidate will be entered into the Campus's Salary Placement Guide Software:

- *Programmatic Area
- *Status (Tenure, Probationary, Fixed Term, etc.)
- *Academic Rank upon appointment
- *Final Degree/Terminal Degree Status

(NOTE: the salary guide software will automatically weight the experience, so actual years of experience should be entered).

D. The Salary Guide Software will provide estimated salary information using both a campus-based statistical model as well as a system-based statistical model. The campus-based model reflects estimated salary for similarly situated faculty in the same (or similar) program at the campus, while the system-based model reflects estimated salary for similarly situated faculty in the same (or similar) program at the system-wide level.

E. Results of both formulas will be provided to the appropriate dean/hiring authority. In addition to the predicted salary, the results will include a range of potential appointment salaries on the current IFO salary schedule as found in Article 11 of the IFO bargaining agreement.

Guidelines for Determining Initial Salary:

A. Deans/hiring authorities should compare and contrast the various supplied salary placements under #E above with other current faculty in the same/similar program at the University by using the salary report and personnel data supplied by the Office of Human Resources. When making the comparison, attention should be focused on those faculty who are in the same academic rank, with the same, or similar, degree and prior work experience credentials as the candidate.

1. The *campus-based salary recommendations* should be used initially in order to compare the candidate's credentials with other similarly situated faculty in the same, or similar, department/program.

2. The *system-based salary recommendations* should be used in situations where there aren't a sufficient number of faculty comparators (i.e., less than five faculty in the same rank) in the campus program, when the program is new, or as a means to assess the candidate's marketability elsewhere within the System.

B. The salary offered should fall within the parameters provided by the formulas. If it is necessary to deviate upward from the range of provided salaries, the dean/hiring authority must provide written rationale prior to the preparation of the letter of appointment. In no instance may the dean/hiring authority offer a salary that is lower than the minimum of the supplied recommended salary placements.

C. The Office of Human Resources will prepare the letter of appointment to the candidate and file the completed Previous Creditable Work Experience form, along with other supporting documentation in the new faculty member's personnel file.

Candidate Resources: Candidates who receive salary offers must be provided with the Guidelines for Calculation of Creditable Work Experience and a copy of their completed creditable prior work experience form with their initial appointment letters.

March 26, 2009