

# MINNESOTA STATE COLLEGES AND UNIVERSITIES

System Office

## REQUEST FOR PROPOSAL (RFP) FOR CONSULTING SERVICES FOR ERP SOLUTION SELECTION

**RFP DUE DATE: Monday, August 28, 2017, 3:00 p.m. CT**

**SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees for System Office to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on <http://www.minnstate.edu/system/csc/sourcing/RFP.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 2017

**REQUEST FOR PROPOSAL (RFP)  
FOR  
CONSULTING SERVICES FOR ERP SOLUTION SELECTION**

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Submit the Following Forms:

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## **Section I. General Information**

### **Background**

Minnesota State Colleges and Universities (Minnesota State) is the fifth-largest system of higher education in the United States. It is comprised of 37 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. Minnesota State serves approximately 430,000 students and over 16,000 employees each year. Minnesota State is a 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, excluding the University of Minnesota campuses. For more information about Minnesota State Colleges and Universities, please view its website at [www.minnstate.edu](http://www.minnstate.edu).

Minnesota State currently uses an internally developed Enterprise Resource Planning (ERP) system created by Minnesota State's Information Technology Services division and its constituent partners. This ERP system is herein referred to as Integrated Statewide Record System (ISRS). ISRS was developed more than 20 years ago with upgrades made over time. ISRS provides support for students as well as finance and human resource functions for the colleges and universities in the Minnesota State system. ISRS has been highly customized to accommodate various business practices across all colleges, universities, and System Office, and interfaces with other state of Minnesota systems.

Minnesota State's vision is to acquire an ERP system that supports all aspects of serving students, including HR and Finance, to improve student experiences with Minnesota State. In addition, Minnesota State must have common practices in finance, human resources, and academic and student affairs for all colleges and universities that will accommodate each campus' continued functioning while allowing for seamless consolidation for audits, required reporting, analytics, and other management needs.

Minnesota State desires to hire consulting services to assess and analyze the business processes currently used throughout Minnesota State with ISRS; to develop an RFP for a modern higher education ERP; to assist staff in the selection of a vendor for a higher education ERP system, and to be the strategic partner throughout the implementation of a new ERP system that will ultimately better serve student engagement, student experience, and student success.

### **Nature of RFP**

Minnesota State requests proposals for professional services to lead Minnesota State in the planning and requirements gathering phases for the ERP replacement project. These services are summarized in four projects that include:

- Project A: Business Process Review for Finance/Human Resources
- Project B: Business Process Review for Academic Student Affairs
- Project C: RFP creation and evaluation services for an ERP solution
- Project D: Strategic Implementation Leader Services that will manage the implementation of the chosen ERP system.

Interested vendors may respond to one, multiple, or all projects. Minnesota State will individually evaluate responses for each project. Vendor responses may call out milestones, deliverables and / or requirements that are not mentioned / missing or excluded within the scope of deliverables which the vendor deems critical to the success of the project.

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

Accordingly, Minnesota State shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Minnesota State's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. Minnesota State reserves the right to accept or reject proposals, in whole, or in part, and to negotiate separately as necessary in order to serve the best interests of Minnesota State. This RFP shall not obligate the Minnesota State to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in Minnesota State's best interest.

## **Project A & B: Business Process Review / Business Process Management**

### **Scope Summary**

As part of the projects outlined below, Minnesota State requires the professional services vendor(s) to conduct extensive current business process reviews (BPR) in multiple areas with campus and System Office subject matter experts, and assist the team with defining functional and technical system requirements necessary to implement the ERP solution.

This RFP divides the coordination, facilitation, and documentation of business processes (current and future state) into two projects:

### **Project A: Finance / HR Business Process Review / Business Process Management**

- Finance / Accrual / Budgeting
- Purchasing / Accounts Payable
- HR / Hiring / Position Management / Benefits, Leave, Performance Management/Compensation and Reporting
- Facilities (college and university class and event scheduling, housing, construction project accounting and lease accounting)
- Accounts Receivable / Financial Aid / Third Party Payable
- Resolve Duplicate Persons (Employees and Students)
- Student Accounts

Further breakdown of these areas can be found in Appendix A attached to this RFP

### **Project B: Academic and Student Services (ASA) Business Process Review / Business Process Management**

- Admissions
- Registration / Grading / Transcripts / Records
- Degree Program / Transfer
- Advising
- Program / Curriculum development
- Financial Aid
- Continuing Education / Workforce Development
- Customer relationship management (CRM)

Further breakdown of these areas can be found in Appendix A attached to this RFP

### **Scope of Deliverables**

The scope of professional services and deliverables include, but are not limited to:

- Document current state system-wide business processes, determine future business needs, and conduct a gap analysis, all of which will be used as requirements for the ERP solution.
- Business requirements documentation including: flow charts, diagrams, statistical models, graphical representations of business processes, and business operations.
- Current state ERP system assessment across all known systems to be replaced
- Enterprise-wide organizational readiness assessment and recommendations for change management strategy when preparing for a new ERP system
- Identify assumptions and constraints that impact the outcome / success of the project
- Identify reports, interfaces, conversions, extensions or configuration adjustments required to implement a new ERP solution
- Prepare a single, comprehensive set of ERP system requirements and specifications that will adequately replace existing ERP functionality and meet future state needs.

- Lead business process analysis, business process review and redesign of Minnesota State’s operating practices, procedures, forms, and process flows.
- Facilitate business process sessions with internal and external stakeholders and subject matter experts
- Establish and manage a project plan that takes into consideration the key milestones noted within the Project Milestones section below.
- Provide weekly status updates to Minnesota State’s Program Manager.
- Post all supporting materials, meeting notes, drafts and final deliverables to Minnesota State SharePoint site.

**Project Milestones**

**Project A: Finance / HR Business Process Review / Business Process Management**

<b>MILESTONES</b>	<b>DATE</b>
Begin BPR Planning	November 2017
Kickoff Business Process Reviews	January 2018
Draft ERP Requirements	June 2018
Complete Business Process Reviews / Finalize ERP Requirements	December 2018

**Project B: Academic and Student Services (ASA) Business Process Review / Business Process Management**

<b>MILESTONES</b>	<b>DATE</b>
Begin BPR Planning	November 2017
Kickoff Business Process Reviews	January 2018
Draft ERP Requirements	June 2018
Finalize ERP Requirements	December 2018
Complete Business Process Reviews	July 2019

**Vendor Requirements**

- Provide staffing required to meet deliverables within the timelines identified by the project team.
- Identifying a plan (tasks and dates) for delivering the deliverables stated above.
- Facilitate and document user requirements.
- Travel to Minnesota State colleges, universities and System Office to solicit user requirements.

## Project C: ERP RFP Creation and Evaluation

### Scope Summary

- With consultation from a select committee, using requirements from BPR in Projects A and B, draft an RFP to obtain a successful ERP solution for Finance, HR and Academic and Student Affairs modules
- To assist Minnesota State in the process of evaluating RFP responses, selection and some contract negotiation
- Provide project management oversight for the RFP and selection of a vendor
- The vendor will assist Minnesota State System Office to draft a complete RFP for the required ERP solution and vendor will manage the RFP project through completion, including:
  - Draft RFP based on the outcomes of business process reviews
  - Coordinate the ERP RFP committee
  - Assist with the evaluation of responses from the ERP RFP
  - Participate in contract negotiations with awarded ERP vendor

### Scope of Deliverables

The scope of professional services and deliverables will include, but are not limited to:

- Prepare RFP for ERP solution
- Prepare an ERP Gap Analysis for each solution compared to current system, documented business processes, and requirements that are part of the ERP RFP.
- Complete feasibility assessment of ERP commercial package solutions
- Evaluate ERP RFP responses against defined specifications and requirements to facilitate product selection
- Propose a method and tools to be leveraged for scoring/comparing ERP solutions – partner with the RFP committee team to finalize method.
- Conduct and document product comparisons.
- Establish and manage a project plan that takes into consideration the key milestones noted within the Project Milestones section.
- Provide weekly status updates to Minnesota State’s Program Manager.
- Post all supporting materials, meeting notes, drafts and final deliverables to Minnesota State SharePoint site.

### Project Milestones

<b>MILESTONES</b>	<b>DATE</b>
Begin RFP Planning	July 2018
Begin drafting ERP RFP	July 2018
Finalize / Post RFP	January 2019
Complete Evaluations and Vendor Presentations	June 2019
Award RFP	July 2019
Contract Negotiations	August – October 2019

### Vendor Requirements

- Provide staffing required to meet deliverables within the timelines identified by the project team.
- Identifying a plan (tasks and dates) for delivering the deliverables stated above.
- Facilitate and document user requirements.
- Travel to Minnesota State colleges, universities and System Office to solicit user requirements.



## Project D: Strategic Implementation Leader Services

### Scope Summary

Consulting services, as defined by Minnesota State, are needed to implement the ERP tool for Finance, HR, and Academic Student Affairs (once chosen). This includes working with the Minnesota State implementation teams and the selected ERP vendor / integration partner to replace the previous ERP tool for all 37 colleges, universities and the System Office.

### Scope of Deliverables

The scope of professional services and deliverables include, but are not limited to:

- Design and lead organizational change management strategy and plans for the system-wide implementation of Minnesota State's ERP solution in coordination with Minnesota State and the selected ERP vendor and/or integration partner. This includes, but is not limited to: Implementation Strategy, Timeline, Communications Plan and Training Plan. Establish and manage a project plan that takes into consideration the key milestones noted within the Project Milestones section.
- Manage the implementation for the System Office, all colleges and universities – ensure implementation aligns with the Minnesota State ERP Charter.
- Create a set of consistent business processes and rules for the ERP that fits the need of all areas of the colleges, universities and System Office
- Define ERP system implementation scope and objectives for a system implementation
- Validate ERP Vendor/integration partner testing, quality control and milestones.
- Prepare ERP solution specifications for enterprise-wide system implementation
- Provide weekly status updates to Minnesota State's Program Manager.
- Post all supporting materials, meeting notes, drafts, and final deliverables to Minnesota State SharePoint site.

### Project Milestones

<b>MILESTONES</b>	<b>DATE</b>
Begin Implementation Planning	July 2019
Kickoff Finance and HR Implementation	October 2019
Complete Finance and HR Implementation	June 2021
Kickoff Academic and Student Implementation	December 2020
Complete Academic and Student Implementation	November 2023

### Vendor Requirements

- Provide staffing required to meet deliverables within the timelines identified by the Minnesota State implementation teams and Minnesota State project manager.
- Identifying a plan (tasks and dates) for providing the deliverables stated above.
- Facilitate and document user requirements.
- Travel to Minnesota State colleges, universities and System Office to solicit user requirements.

## General Selection Criteria for All Projects A, B, C and D

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

- Ability to lead business process review and redesign of higher education operating practices, procedures, forms, and process flows by applying continuous improvement strategies and efficiencies, or other similarly accepted industry standard management efficiency theory.
- Ability to develop business requirements documents, flow charts, diagrams, statistical models and graphical representations of business processes, and business operations
- Ability to interpret process interfaces with other state agencies and all other external stakeholder partners during definition, design, development, testing, documentation, quality assurance, and implementation of business processes.
- Ability to define functional and technical system requirements related to ERP implementation
- Ability to attain compromise and consensus from groups with differing opinions and objectives.
- Knowledge of modern electronic concepts in information technology such as web applications, cloud computing, reporting and knowledge of application interfaces and data exchange concepts.
- Ability to provide qualified professional services to assist in the RFP process for an ERP solution

## Selection Process

The selection process includes ITS Project Manager, ITS System Director- Technology & Budget, Financial Reporting System Director, ITS Enterprise Applications System Director, and Human resource Information System (HRIS) System Director, and Student Success Technology System Director. This group along with all System Office Vice Chancellors will evaluate the proposals and make the final decision.

## Selection and Implementation Timeline

- |   |   |
|---|---|
| • Monday, July 31                             | Publish RFP notice in <i>State Register</i> |
| • Thursday, August 10                         | RFP Question are due by email               |
| • Tuesday, August 15                          | Responses to questions posted               |
| • Monday, August 28, 3:00 p.m. CT             | Deadline for RFP proposal submissions       |
| • Tuesday, August 29 – Friday, September 22   | Review RFP proposals                        |
| • Monday, September 11 – Friday, September 22 | Meet with individual responders             |
| • Wednesday, September 27                     | Complete selection process                  |
| • Wednesday, November 1, 2017                 | Deadline for executing contract             |

## Questions

Prospective vendors with questions regarding this request for proposal must submit them in writing (by email) to Jennell Flodquist (email: [jennell.flodquist@minnstate.edu](mailto:jennell.flodquist@minnstate.edu), phone: 651-201-1524) no later than the date and time noted above. Questions must include the name of the questioner and his/her telephone number and email address. Anonymous inquiries will not be answered. Questions will be answered according to the timeline above and posted with the original RFP.

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and the Minnesota State shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons.

## Contract(s) Awarded and Pricing Structure

Minnesota State reserves the right to award one, none or more master contracts based on responder(s) RFP responses.

## **Contract Term**

System Office desires to enter into a contract with the successful vendor(s) effective January 1, 2018. The length of such contract(s) for Projects A, B and C shall be for two (2) years, with the option to extend, and six (6) years, with the option to extend, for Project D. If System Office and the vendor is unable to negotiate and sign a contract by December 1, 2018, then System Office reserves the right to seek an alternative vendor(s).

## **Parties to the Contract**

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

## **Contract Termination**

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

## **Definitions**

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

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

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

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

ERP: Enterprise Resource Planning

Integrated Statewide Record System (ISRS): Minnesota State’s system-wide integrated administrative information system.

## **Applicable Law**

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

## **Contract Assignment**

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

## **Entire Agreement**

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties, whether oral or written, with reference to the subject matter of this contract are void and

superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

### **Deviations and Exceptions**

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

### **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 System Office and the vendor.

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

### **Authorized Signature**

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

### **Proposal Rejection and Waiver of Informalities**

This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or 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. 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.

### **Information Contact**

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

Name: Jennell Flodquist  
Title: ITS Purchasing and Contract Administrator  
Address: 30 7th Street East, Suite 350, St. Paul, Minnesota 55101  
Telephone: 651/201-1560  
E-mail address: Jennell.flodquist@minnstate.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and 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, fax number and/or e-mail address. Anonymous inquiries will not be answered.

## **Section II. Parties to the RFP**

Minnesota State System Office

## **Section III. Vendor Requirements**

Specific vendor requirements for each project are listed above on their respective pages.

## **Section IV. Response Evaluation**

The following criteria and their identified weight will be used by System Office to evaluate the responses for each of the Projects A, B, C & D. However, each Project will be scored and evaluated separately.

### **1. Cover Letter and acceptance of terms and conditions (5%)**

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

### **2. Statement of Work (30%)**

Each project (Project A, B, C & D) response requires a separate detailed overview of each item below. A non-response shall be scored as a “zero”.

2.1. Describe what techniques/tools will be used?

2.2. Describe how the vendor will be sharing data and working collaboratively internally and with Minnesota State staff.

2.3. Statement of Work (SOW). Please provide a copy of the vendor’s SOW including approach, resources, timeline and deliverables that would be used to address the scope of each project. Vendor responses may call out milestones, deliverables and / or requirements that are not mentioned / missing or excluded within the scope of deliverables which the vendor deems critical to the success of the project.

### **3. Qualifications of the vendor and its personnel (15%)**

These are minimum requirements and responses will be both assessed as pass/fail and scored. If the vendor cannot demonstrate they pass any individual requirement, Minnesota State reserves the right to discontinue further scoring of the proposal. Each response should NOT be greater than one (1) page in length.

- 3.1. The Vendor must have a minimum of three years of experience in higher education with a similar role/project.
  - i. Yes  No . Provide detail.
- 3.2. The Vendor has the resources to meet the timelines, objectives and deliverables defined in the RFP to begin work once the contract has been executed in November 2017 (for Projects A & B), July 2018 (Project C), or July 2019 (Project D)?
  - i. Yes  No . Provide detail.
- 3.3. The Vendor understands that Projects A, B, C & D may be awarded in full or in part.
  - i. Yes  No . Provide detail.
- 3.4. The Vendor is willing to travel to Minnesota State colleges, universities and System Office to facilitate project deliverables.
  - i. Yes  No . Provide detail.

#### **4. Other Evaluation Criteria (5%)**

The Vendor has an opportunity to include additional information in the following areas:

- 4.1. Resumes and/or background information and experience of key management and operational staff who will be assigned to provide the services outlined in this RFP, including but not limited to:
  - i. Technical training and education;
  - ii. General experience;
  - iii. Specific experience with services being requested; and
  - iv. Qualifications and abilities to perform the services being requested.
- 4.2. Three (3) references of current higher education, including company name, address, telephone number, email, primary contact, and type of services the company is performing for these clients. NOTE: The Vendor certifies that it is empowered to use the names of references it provides and agrees that Minnesota State may contact these references.
- 4.3. Company background, including years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the company provides.
- 4.4. Other information the Vendor deems pertinent to demonstrating its qualifications to perform the services being requested.

#### **5. Cost (25%)**

See Exhibit F

#### **6. Cost in relation to level of service to be provided (5%)**

#### **7. Interview (15%)**

After scoring all vendor proposals for the first 6 sections above, the top finalists will be invited and required to interview onsite. Resources being submitted must be available for the interview. Sales and marketing materials are not to be presented. The interview will last approximately 1-2 hours.

All finalist vendors will be contacted to arrange a mutually agreed upon date and time.

Location:  
Minnesota State  
30 7th Street East, Suite 350  
St. Paul, MN 55101-7804.

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. System Office does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the **Selection and Implementation Timeline** above.

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

## **Section V. Additional RFP Response and General Contract Requirements**

In the cover letter response, vendors must respond whether they accept the following terms and conditions in Section V. or propose alternative language.

### **Notice to Vendors and Contractors**

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

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

### **Problem Resolution Process**

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

### **Affidavit of Non-Collusion**

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

### **Human Rights Requirements**

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

the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

### **Equal Pay Certificate**

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

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

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

### **Veteran-Owned Preference**

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

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

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

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

### **Insurance Requirements**

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

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



1. Workers' Compensation Insurance. The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
2. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:
  - \$2,000,000.00 per occurrence
  - \$2,000,000.00 annual aggregate
  - \$2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage  
Personal and Advertising Injury  
Products and Completed Operations Liability  
Blanket Contractual Liability

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities  
System Office

3. Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:
  - \$2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:

4. Errors and Omissions (E & O) Insurance. The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the vendor's professional services required under this contract. The minimum insurance amounts will be:
  - \$2,000,000.00 per occurrence
  - \$2,000,000.00 annual aggregate

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

The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and vendor shall maintain such insurance for a period of at least three (3) years,

following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by vendor to fulfill this requirement.

**Additional Insurance Conditions:**

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

C. 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 System Office and copies of policies must be submitted to System Office's authorized representative upon written request.

**State Audit**

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

**Sample Contract**

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

**Minnesota Government Data Practices Act**

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

vendor. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

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

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

### **Conflict of Interest**

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

### **Organizational Conflicts of Interest**

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

### **Physical and Data Security**

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

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

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

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

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

### **Reimbursements**

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

### **Section VI. RFP Response Submission**

Sealed proposals must be received at the following address not later than 3:00 p.m. CT on Monday, August 28, 2017

Institution: Minnesota State System Office  
Name: Jennell Flodquist  
Title: ITS Purchasing and Contract Administrator  
Mailing Address 30 7th Street East, Suite 350, St. Paul, Minnesota 55101  
Street Address:

The responder shall submit [1] copies of its RFP response and a compact disc 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.

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**APPENDIX A - Business Process Review / Business Process Management**

<b>A.</b>	<b>Conduct State-wide Process Reviews - Future State</b>
A.1	Finance/Budgeting
A.1.a	Accounting/Accrual
A.1.b	Accounts Receivable
A.1.c	Budget Planning
A.1.d	Consumable Inventory
A.1.e	Cost Allocation
A.1.f	Equipment
A.1.g	Facilities
A.1.h	System-wide Tax Reporting
A.2	Purchasing/Accounts Payable
A.3	Student Payroll
A.4	Grants Management
A.5	HR Records/Positions/Benefits Management
A.5.a	Manage Positions
A.5.b	Recruit and Hire
A.5.c	Onboard
A.5.d	Evaluate Credentials
A.5.e	Maintain Credential Fields/Seniority Programs
A.5.f	Manage Faculty Workload
A.5.g	Manage Performance/Tenure
A.5.h	Administrator Merit Increase
A.5.i	Manage Benefits
A.5.j	Capture Time and Leave
A.5.k	Manage Payroll
A.5.l	Manage Seniority
A.5.m	Manage Assignment/Compensation
A.5.n	Administer Employment Contracts
A.5.o	Manage My Employees
A.5.p	Offboard
A.5.q	Maintain Organizational Structure
A.5.r	Develop Workforce/Learning Management*
A.6	Academic and Student Services
A.6.a	Admissions/Recruitment
A.6.a.i	Recruit Students
A.6.a.ii	Communicate with Prospects and Students
A.6.a.iii	Process Applications for Admission
A.6.a.iv	Provide Institution and Program Information
A.6.a.v	Provide Information about Military Credit Transfer
A.6.a.vi	International Students
A.6.a.vii	Assessment for Course Placement

A.6.b	Registration/Grading/Transcripts/Records
A.6.b.i	Curriculum & Term Course
A.6.b.ii	Partnered Course Setup and Registration
A.6.b.iii	Registration Requirements
A.6.b.iv	Student Disability Tracking and Reporting
A.6.b.v	Graduate Follow-up Survey and Reporting
A.6.b.vi	Automated transfer of courses/credits between Minnesota State Institutions
A.6.c	Degree Programs/Transfer
A.7.d	Advising
A.6.e	Program/Curriculum Development (non-academic)
A.6.f	Financial Aid
A.6.f.i	Aid Application
A.6.f.ii	Needs Analysis
A.6.f.iii	Budget
A.6.f.iv	Tracking/Verification
A.6.f.v	Packaging
A.6.f.vi	Awards & Award Notifications
A.6.f.vii	Loans
A.6.f.viii	Apply Aid to Account
A.6.f.ix	Return to Title IV
A.6.f.x	Satisfactory Academic Progress
A.6.g	Student Accounts
A.6.h	Continuing Education/Workforce Development
A.7	Scheduling
A.8	CRM
A.9	Housing
A.10	Resolve Duplicate Persons

## APPENDIX B - Professional / Technical Services Contract



P.O. Number \_\_\_\_\_

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

### **STATE OF MINNESOTA MINNESOTA STATE COLLEGES AND UNIVERSITIES**

### **PROFESSIONAL/TECHNICAL SERVICES CONTRACT**

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

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

WHEREAS, Minnesota State is in need of professional/technical services, and

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

***[DELETE THE FOLLOWING CLAUSES IF CONTRACTOR IS NOT AN INDIVIDUAL. IF CONTRACTOR IS AN INDIVIDUAL, THEY MUST BE INCLUDED.]***

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

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

NOW, THEREFORE, it is agreed:

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

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

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

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

- i. Compensation of *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g. Fifty and 00/100 Dollars (\$50.00) for eighty (80) hours. EXPLAIN HOW THE CONTRACTOR WILL BE PAID. EXAMPLES: "IN ACCORDANCE WITH THE BREAKDOWN OF COSTS AS SET FORTH BELOW." IF DELIVERABLES CAN BE SUCCINCTLY DEFINED, IT IS GENERALLY PREFERABLE TO STRUCTURE PAYMENT BASED ON THE SUCCESSFUL COMPLETION AND ACCEPTANCE OF SPECIFIC TASKS OR DELIVERABLES.]*
- ii. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS (e.g. One Hundred Twenty and 00/100 Dollars (\$120.00). IF NONE, INSERT "Zero Dollars (\$0.00)]* provided that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations attached hereto. *[ATTACH IF APPLICABLE; DO NOT ATTACH IF NOT APPLICABLE]* The CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from Minnesota State's authorized representative.
- iii. The **total obligation** of Minnesota State for all compensation and reimbursement to the CONTRACTOR shall not exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS, e.g. Four Thousand One Hundred Twenty and 00/100 Dollars (\$4,120.00).]*

b. Terms of Payment.

- i. Payment shall be made by Minnesota State promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by Minnesota State's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:  
  
*[USE TERMS OR PHRASES SUCH AS WEEKLY, MONTHLY OR WITHIN CALENDAR DAYS FOLLOWING COMPLETION OF SERVICES OR IF THERE ARE SPECIFIC DELIVERABLES, PHASES, TASKS, LIST HOW MUCH WILL BE PAID FOR EACH.]*
- ii. *[IF APPLICABLE, INSERT THIS CLAUSE.]* Payments are to be made from federal funds obtained by Minnesota State through Title \_\_\_\_\_ of the \_\_\_\_\_ Act of \_\_\_\_\_ (Public law and amendments thereto). If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by Minnesota State to the CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- iii. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, Minnesota State is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). Minnesota State will withhold all required taxes unless and until CONTRACTOR submits documentation required by the



Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. Minnesota State makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that Minnesota State does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold Minnesota State harmless for any taxes owed and any interest or penalties assessed.

- iv. Entertainers. Pursuant to Minnesota Statutes 290.9201, Minnesota State is required to withhold a two percent (2%) tax on the gross compensation, including reimbursable expenses, paid to non-Minnesota entertainers for any performance in Minnesota.

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

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

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

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

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

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

- 5. **CANCELLATION AND TERMINATION**.

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

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

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

8. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered Minnesota State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way Minnesota State's obligation or responsibility.
9. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify Minnesota State as the sponsoring agency and shall not be released prior to receiving the approval of Minnesota State's authorized representative.
10. **MINNESOTA STATUTES §181.59.**

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

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

11. **DATA DISCLOSURE.**

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

12. **GOVERNMENT DATA PRACTICES ACT.**

- a. **Data Ownership and Control.**  
The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or Minnesota State. Minnesota State solely and exclusively owns and retains all

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

**b. Public Data Requests.**

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

**c. Not-Public Data.**

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

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

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

**d. Security Incidents.**

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

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

**e. Security Program.**

CONTRACTOR must make all commercially reasonable efforts to protect and secure Minnesota State data related to this Contract. CONTRACTOR will establish and maintain an Information Security Program (“Program”) that includes an information security policy applicable to any and all cloud computing or hosting services (“Policy”). CONTRACTOR’s Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology (“NIST”) 800-

53 Special Publication Revision 4, Federal Information Processing Standards (“FIPS”) 199, Federal Risk and Authorization Management Program (“FedRamp”), or Control Objectives for Information and Related Technology (“COBIT”). For purposes of this section, “cloud computing” has the meaning defined by the U.S. Department of Commerce, NIST Special Publication 800-145, currently available online at: <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>.

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

f. **End of Agreement Data Handling.**

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

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

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

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

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

If such a claim or action arises, or in the CONTRACTOR’S or Minnesota State’s opinion is likely to arise, the CONTRACTOR shall, at Minnesota State’s discretion, either procure for Minnesota State the right or license to continue using the MATERIALS at issue or replace or modify the allegedly

infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

14. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
15. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
17. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by Minnesota State and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
18. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.
19. **AFFIRMATIVE ACTION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.**

***[DELETE THIS CLAUSE IF THE TOTAL CONTRACT VALUE IS UNDER \$100,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.]***

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

- a. Covered Contracts and Contractors. If the contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the CONTRACTOR must comply with the requirements of Minnesota Statutes §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statutes §363A.36 because it employed more than forty (40) full-time employees in another state and the CONTRACTOR does not have a Certificate of Compliance, said CONTRACTOR must certify that it is in compliance with federal affirmative action requirements.
- b. Minnesota Statutes §363A.36. Minnesota Statutes §363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minnesota R. 5000.3400-5000.3600.
  - i. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statutes §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or

rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

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

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

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

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

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

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

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

iv. Certification. The CONTRACTOR hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

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

Minnesota State intends to carry out its responsibility for requiring equal pay by its CONTRACTORS.

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

21. **PAYMENT CARD INDUSTRY DATA SECURITY.**

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

- a. CONTRACTOR agrees to establish security procedures to protect cardholder data and comply with the Payment Card Industry Data Security Standards (PCI DSS). Contractor can find details of the PCI DSS at [https://www.pcisecuritystandards.org/security\\_standards/pci\\_dss.shtml](https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml)
- b. CONTRACTOR agrees to notify *[INSERT NAME OF COLLEGE/UNIVERSITY/THE System Office]* within 30 days if either CONTRACTOR establishes that it is not PCI-compliant or CONTRACTOR is notified by a Qualified Security Assessor (QSA) or CONTRACTOR's acquiring bank that CONTRACTOR is not PCI-compliant.
- c. CONTRACTOR agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of CONTRACTOR's security obligations or other event requiring notification under applicable law, CONTRACTOR agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend Minnesota State Colleges and Universities and *[INSERT NAME OF COLLEGE/UNIVERSITY/THE System Office]* and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.
- d. CONTRACTOR agrees to notify *[INSERT NAME OF COLLEGE/UNIVERSITY/THE System Office]*'s authorized representative within 24 hours in the event of unauthorized release of cardholder data.

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

23. **OTHER PROVISIONS.** *[IF "NONE", WRITE "NONE"]*  
*[IF ADDING OTHER PROVISIONS OR ATTACHMENTS THAT IMPACT OR CONFLICT WITH WHAT IS STATED IN THE CONTRACT, SEEK ASSISTANCE FROM SYSTEM LEGAL COUNSEL.]*

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

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

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

**1. CONTRACTOR:**

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

**2. VERIFIED AS TO ENCUMBRANCE:**

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

By (authorized signature and printed name)
Title
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

*[INSERT NAME OF COLLEGE/UNIVERSITY/System Office]:*

By (authorized signature and printed name)
Title
Date

**4. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)
Title
Date



**EXHIBIT A.**

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

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

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

Responder's Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT B.**

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

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

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

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

### State Of Minnesota – Affirmative Action Certification

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

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

Your response will be rejected unless your business:

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

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

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

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

#### **BOX B – For those companies not described in BOX A**

Check below.

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

#### **BOX C – For all companies**

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

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

#### **For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance & Community Relations

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

Phone: 651-296-5663

Toll Free: 800-657-3704

Fax: 651-296-9042

TTY: 651-296-1283

Web: [mn.gov/mdhr](http://mn.gov/mdhr)

Email: [compliance.mndh@state.mn.us](mailto:compliance.mndh@state.mn.us)

Affirmative Action Certification Page, Revised 6/11 – MDHR

## EXHIBIT C

### MINNESOTA STATE COLLEGES AND UNIVERSITIES NOTICE TO VENDORS

#### AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

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

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

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

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

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

#### DISABLED INDIVIDUAL CLAUSE

- A. A vendor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take disabled individuals without discrimination based on their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

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

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

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

NAME OF COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Revised 1/22/09

**EXHIBIT D**

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](mailto: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.

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Signature	Print	Name Date
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Business	Name	Business Address
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**EXHIBIT E**

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

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

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

1. Principal place of business is in Minnesota.

**and**

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

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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.

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**Claim the Preference**

**By signing below I confirm that:**

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

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

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

---

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

**EXHIBIT F - COST**

Provide pricing per project with a detailed breakdown of hours, cost per hour, per job title and any estimated reimbursable expenses. The cost per hour must be a firm number NOT A RANGE. Estimated number hours must be your estimated maximum, not a range.

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

1. PROJECT A

a. Estimated Total Price: \$ \_\_\_\_\_

b.

Job Title	Estimated Number of Hours	Firm Cost per Hour

c. Reimbursable Expenses: \$ \_\_\_\_\_

d. Other Costs.

2. PROJECT B

a. Estimated Total Price: \$ \_\_\_\_\_

b.

Job Title	Estimated Number of Hours	Firm Cost per Hour

c. Reimbursable Expenses: \$ \_\_\_\_\_

d. Other Costs.

3. PROJECT C

a. Estimated Total Price: \$ \_\_\_\_\_

b.

Job Title	Estimated Number of Hours	Firm Cost per Hour

c. Reimbursable Expenses: \$ \_\_\_\_\_

d. Other Costs.

4. PROJECT D

a. Estimated Total Price: \$ \_\_\_\_\_

b.

Job Title	Estimated Number of Hours	Firm Cost per Hour

c. Reimbursable Expenses: \$ \_\_\_\_\_

d. Other Costs.

5. If you are awarded all four projects will there be a discount? Yes / No

If yes, provide percentage discount: \_\_\_\_\_%