Contract Number:

P.O. Number:

***[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN ITALICS AND BRACKETS. PLEASE COMPLETE EVERY FIELD AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS. THIS TEMPLATE INCLUDES PREVAILING WAGE PROVISION REQUIREMENTS FOR APPLICABLE PROJECTS.*** "**PROJECT" MEANS DEMOLITION, ERECTION, CONSTRUCTION, REMODELING, OR REPAIRING OF A PUBLIC BUILDING, FACILITY, OR OTHER PUBLIC WORK FINANCED IN WHOLE OR PART BY STATE FUNDS OR WHEN THE ACQUISITION OF PROPERTY, PREDESIGN, DESIGN, OR DEMOLITION IS FINANCED IN WHOLE OR IN PART BY STATE FUNDS. IF PREVAILING WAGE IS NOT APPLICABLE, USE** [**THE STANDARD SERVICES CONTRACT TEMPLATE**](https://www.minnstate.edu/system/templates/index.html)**].**

SERVICES CONTRACT

WITH PREVAILING WAGE REQUIREMENTS

***[NOT BUILDING CONSTRUCTION]***

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. DO NOT ONLY USE A PO BOX.]*, an independent contractor, not an employee of the State of Minnesota (hereinafter “Contractor”).

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

WHEREAS, Minnesota State is in need of services that are not related to building or facilities construction, repair, maintenance or remodeling, and

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

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

WHEREAS, the Contractor represents that they are not a current state employee, and

WHEREAS, the Contractor represents that they have 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 period prior to the effective date of this contract.

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.**

This contract shall be effective on *[INSERT FULL DATE (e.g., January 29, 2023)]* **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 30, 2023)]* 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 an authorized representative of Minnesota State.

1. **CONTRACTOR’S DUTIES.** The Contractor will:
	1. 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” OR “BID.” 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. DON’T FORGET TO INCLUDE ANY ATTACHMENT TO THE FINAL CONTRACT.]*

* 1. The Contractor and all of its Subcontractor(s) shall comply with the Labor Standards and Wages requirements of Minnesota Statutes Chapter 177 as applicable. [*YOU MUST CHECK WITH THE* [*DEPARTMENT OF LABOR AND INDUSTRY*](http://www.dli.mn.gov/business/employment-practices/prevailing-wage-information) *TO INCLUDE THE PREVAILING WAGE RATES, PREVAILING HOURS OF LABOR, AND HOURLY BASIC RATES OF PAY FOR ALL TRADES AND OCCUPATIONS REQUIRED FOR ANY PROJECT. YOU SHOULD ENSURE THAT THE MOST CURRENT WAGE RATES ARE INCORPORATED INTO ANY BIDDING OR SOLICITATION DOCUMENTS WHEN THE PROJECT IS SOLICITED OR ADVERTIESED FOR BID. IT IS IMPORTANT FOR MINNESOTA STATE CONTRACTING PERSONNEL TO UNDERSTAND HOW PREVAILING WAGE STANDARDS APPLY TO SYSTEM CONSTRUCTION CONTRACTS AND FOLLOW ESTABLISHED PROCEDURES TO ENSURE COMPLIANCE. CONTACT THE SYSTEM OFFICE FACILITIES DEPARTMENT FOR FURTHER ASSISTANCE.]*
	2. Minnesota Statutes Section 177.43, Subd. 3, requires the collection of payroll information, as further described below, for all Contracts or work under a work authorization, unless:
	+ the estimated total cost of completing the project is less than $2,500 and only one trade or occupation is required to complete it, or
	+ the estimated total cost of completing the project is less than $25,000 and more than one trade or occupation is required to complete it.
		1. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this project contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry
Prevailing Wage unit
443 Lafayette Road N
St. Paul, MN  55155
Phone:  (651) 284-5091
E-mail:  dli.prevwage@state.mn.us
Web:  [www.dli.mn.gov](http://www.dli.mn.gov)

* + 1. The Contractor shall review the applicable Prevailing Wage Rate Requirements to determine the applicable prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay that are applicable to this project contract. A copy of the applicable Prevailing Wage Rate Determination Schedule, as published by Minnesota Department of Labor and Industry, can be found at the [DOLI website](https://www.dli.mn.gov/business/employment-practices/prevailing-wage-commercial-rates) for commercial construction. The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids.
		2. Hours of labor - Pursuant to Minnesota Statutes 177.43:
			1. no laborer or mechanic employed directly on the project work site by the Contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work of the project, is permitted or required to work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and
			2. a laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

**Exceptions:** This requirement does not apply to wage rates and hours of employment of laborers or mechanics who process or manufacture materials or products or to the delivery of materials or products by or for commercial establishments which have a fixed place of business from which they regularly supply processed or manufactured materials or products. This section applies to laborers or mechanics who deliver mineral aggregate such as sand, gravel, or stone which is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

**Posting:** The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids. Each contractor and subcontractor performing work on a public project shall keep the information posted on the project in at least one conspicuous place for the information of the employees working on the project.

**Penalty:** It is a misdemeanor for an officer or employee of the state to execute a contract for a project without complying with this section, or for a contractor, subcontractor, or agent to pay any laborer, worker, or mechanic employed directly on the project site a lesser wage for work done under the contract than the prevailing wage rate as stated in the contract. This misdemeanor is punishable by a fine of not more than $700, or imprisonment for not more than 90 days, or both. Each agent or subcontractor shall furnish to the contractor evidence of compliance with this section. Each day a violation of this section continues is a separate offense.

**Examination of records; investigation:** The Department of Labor and Industry shall enforce this section. The department may demand, and the Contractor and subcontractor shall furnish to the department, copies of any or all payrolls. The department may examine all records relating to wages paid laborers or mechanics on work to which sections 177.41 to 177.44 apply.

The Contractor and subcontractors shall comply with Minnesota Statutes 177.41-.44. To facilitate compliance pursuant to the Statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project would be secured and are included and published in the Contract Specifications. Any wage determinations that are found not to be so promulgated do not relieve the CONTRACTOR from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the Minnesota Department of Labor and Industry. Therefore, no inference may be drawn from the omission of a classification which has local usage.

**Prevailing wage violations:** Upon issuing a compliance order to an employer pursuant to section 177.27, subdivision 4, for violation of sections 177.41 to 177.44, the commissioner shall issue a withholding order to the contracting authority ordering the contracting authority to withhold payment of sufficient sum to the prime or general contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the contracting authority must withhold the sum ordered until the compliance order has become a final order of the commissioner and has been fully paid or otherwise resolved by the employer.

During an investigation of a violation of sections 177.41 to 177.44 which the commissioner reasonably determines is likely to result in the finding of a violation of sections 177.41 to 177.44 and the issuance of a compliance order pursuant to section 177.27, subdivision 4, the commissioner may notify the contracting authority of the determination and the amount expected to be assessed and the contracting authority shall give the commissioner 90 days' prior notice of the date the contracting authority intends to make final payment.

Pursuant to Minnesota Statutes Section 177.43, Subd. 3, all contractors and subcontractors shall submit to the Owner’s contracting entity copies of payrolls that contain all the date required by Minnesota Statutes §177.30. Contractors and subcontractors shall use Form Minnesota State 073 for this purpose.

Keeping Records; Penalty:

every employer subject to Minnesota Statutes Section 177.21 to 177.44 must make and keep a record of:

the name, address, and occupation of each employee;

the rate of pay, and the amount paid each pay period to each employee;

the hours worked each day and each workweek by the employee;

for each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the employer shall furnish under oath signed by an owner or officer of an employer to the contracting authority and the project owner every two weeks, a certified payroll report with respect to the wages and benefits paid each employee during the preceding weeks specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs; and

other information the commissioner finds necessary and appropriate to enforce sections 177.21 to 177.435. The records must be kept for three years in or near the premises where an employee works except each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the records must be kept for three years after the contracting authority has made final payment on the public works project.

* 1. The commissioner may fine an employer up to $1,000 for each failure to maintain records as required by this section. This penalty is in addition to any penalties provided under section 177.32, subdivision 1. In determining the amount of a civil penalty under this subdivision, the appropriateness of such penalty to the size of the employer’s business and the gravity of the violation shall be considered.
1. **CONSIDERATION AND TERMS OF PAYMENT.**
	1. **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:
		1. **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)]*
		2. 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).]*
	2. **Terms of Payment.**
		1. Payment shall be made by Minnesota State promptly after the Contractor’s presentation of invoices for services performed and acceptance of such services by an authorized representative of Minnesota State. All services provided by the Contractor pursuant to this contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Contractor shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by Contractor according to the following schedule:
			1. *[USE TERMS OR PHRASES SUCH AS WEEKLY, MONTHLY OR WITHIN CALENDAR DAYS FOLLOWING COMPLETION OF SERVICES OR IF THERE ARE SPECIFIC DELIVERABLES, PHASES, TASKS, LIST HOW MUCH WILL BE PAID FOR EACH.]*
			2. **Retainage.** No more than 95% of the amount due will be paid by Minnesota State until all the services in this contract have been reviewed by an authorized representative of Minnesota State. The balance due will be paid when authorized representative of Minnesota State determines that Contractor has satisfactorily fulfilled all the terms of this contract.
		2. **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 E 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.
2. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party’s authorized representative.
	1. Authorized representative of Minnesota State for the purpose of administration of this contract is:

Name:

Address:

Telephone:

E-Mail:

Fax:

Such representative shall have final authority for acceptance of the Contractor’s services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph b.

* 1. The Contractor’s authorized representative for the purpose of administration of this contract is:

Name:

Address:

Telephone:

E-Mail:

Fax:

1. **CANCELLATION AND TERMINATION.**
	1. 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.
	2. 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.
2. **ASSIGNMENT.**

The Contractor shall neither assign or transfer any rights or obligations under this contract without the prior written consent of Minnesota State.

1. **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 failure of Minnesota State to fulfill its obligations pursuant to this contract.

1. **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 the obligation or responsibility of Minnesota State.

1. **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 an authorized representative of Minnesota State.

1. **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.

1. **DATA DISCLOSURE.**
	1. 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.**
	2. **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.
2. **INTELLECTUAL PROPERTY.**

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

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

1. **GOVERNMENT DATA PRACTICES ACT.**

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 Statute §13.08 apply to the release of the data referred to in this clause by either the Contractor or Minnesota State.

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.

*[IF THE SERVICES PROVIDED BY CONTRACTOR INCLUDE ACCESS TO, STORAGE, OR TRANSMISSION OF EDUCATION RECORDS OR EDUCATION DATA, CONTACT THE OFFICE OF GENERAL COUNSEL FOR ADDITIONAL CONTRACT PROVISIONS REGARDING DATA SECURITY. IF YOU HAVE ANY OTHER PRIVACY CONCERNS ABOUT THIS CONTRACT, PLEASE CONTACT THE OFFICE OF GENERAL COUNSEL.]*

1. **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.

1. **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.

1. **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.

1. **ANTITRUST.**

The Contractor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract and any Work Order Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

1. **SURVIVAL OF TERMS.**

The following clauses survive the expiration, cancellation or termination of this contract: 7. Liability; 10. Data Disclosure; 11. Government Data Practices Act; 12. Intellectual Property; 13. Jurisdiction and Venue; and 15. State Audits.

1. **FORCE MAJEURE.**

No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties’ duty to perform obligations shall be suspended.

1. **INSURANCE.**

*[THE INSURANCE REQUIREMENTS BELOW GENERALLY REPRESENTED THE MINIMUMS.*

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

* 1. The Contractor shall submit an *ACORD* Certificate of Insurance to an authorized representative of Minnesota State prior to execution of this contract.
	2. The Contractor shall maintain and furnish satisfactory evidence of the following:
		1. **Workers' Compensation Insurance.** The Contractor shall provide workers’ compensation insurance for all its employees and, in case any work is subcontracted. The Contractor shall require the subcontractor to provide workers’ compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability, at limits not less than $100,000.00 bodily injury by disease per employee, $500,000.00 bodily injury by disease aggregate, and $100,000.00 bodily injury by accident.
		2. **Commercial General Liability.** The Contractor shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under this contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed under this contract.

The minimum insurance amounts will be:

$2,000,000.00 per occurrence;

$2,000,000.00 annual aggregate applying per project or location;

$2,000,000.00 annual aggregate applying to Products and or Completed Operations

In addition, the following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage,

Personal Injury and Advertising Injury,

Products and Completed Operations Liability,

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

Pollution Exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent,

Independent Contractors (let or sublet work),

Waiver of Subrogation in favor of Minnesota State,

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

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

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

* + 1. **Commercial Automobile Liability.** The Contractor shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under this contract, and in case any work is subcontracted the Contractor will require the subcontractors to maintain Commercial Automobile Liability insurance.

The minimum insurance amounts will be:

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

In addition, the following coverage shall be included:

Owned, Hired, and Non-owned

* 1. Additional Insurance Conditions:
* The Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of Contractor’s performance under this contract:
* If the Contractor receives a cancellation notice from an insurance carrier affording coverage herein, the Contractor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice unless Contractor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minnesota State.
* The Contractor is responsible for payment of this contract related insurance premiums and deductibles;
* The Contractor’s policy(ies) shall include legal defense fees in addition to its liability policy limits;
* The insurance policies will be issued by a company or companies having an “A.M. Best Company” financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of this contract.
* An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by this contract.
	1. Errors and Omissions (E&O) Insurance.

[Generally, Errors & Omissions Insurance is required if the services provided are professional in nature (accounting, architect, etc…) Contact Risk Management if you have questions as to whether E & O Insurance is necessary. If applicable, insert the following, otherwise delete this clause and renumber.]

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

$2,000,000.00 per occurrence

$2,000,000.00 annual aggregate

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

* 1. Minnesota State reserves the right to immediately terminate this contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be available for inspection by Minnesota State and copies of policies must be submitted to an authorized representative of Minnesota State upon written request.
1. ***[DELETE THIS CLAUSE IF THE TOTAL CONTRACT VALUE IS UNDER $100,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.]*  WORKFORCE CERTIFICATE REQUIREMENT FOR CONTRACTS IN EXCESS OF $100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEE IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.**

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

* 1. 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 Minn. Statute § 363A.36 and Minn. R. Pts 5000.3400-5000.3600.  A Contractor covered by Minnesota Statute § 363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Workforce Certificate or a Certificate of Compliance from the Minnesota Commissioner of Human Rights (hereinafter Commissioner) said contractor must be certify in writing that it is exempt. The Contractor must obtain a [Workforce Certificate](https://mn.gov/mdhr/certificates/workforce-certificate/) from the Minnesota Department of Human Rights (MDHR) or complete the [Declaration Page](https://mn.gov/mdhr/assets/Workforce%20and%20Equal%20Pay%20Declaration%20Page_tcm1061-519001.pdf) for exemption prior to contract execution

* 1. Minnesota Statutes Section 363A.36.  Minn. Stat. § 363A.36 requires the 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 workforce certificate.  The law addresses suspension or revocation of a workforce certificate and contract consequences in that event.  A contract awarded without a workforce certificate may be voided.
	2. Minnesota R. 5000.3400-5000.3600.

* + 1. **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.

* + 1. **Disabled Workers**.  The Contractor must comply with the following affirmative action requirements for disabled workers.
			1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.  The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
			2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

* + - 1. 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.
			2. 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.
			3. 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.

* + 1. **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.
		2. **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.

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

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

* 1. 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](https://mn.gov/mdhr/certificates/equalpay/) from the Minnesota Department of Human Rights (MDHR) or claim an exemption on the [Declaration Page](https://mn.gov/mdhr/assets/Workforce%20and%20Equal%20Pay%20Declaration%20Page_tcm1061-519001.pdf) prior to contract execution. Contractor is exempt if it has not employed more than 40 full-time employees on a single working day in one state during the previous 12 months.
	2. **Consequences**.  The consequences for the Contractor’s failure to secure and comply with Minnesota Statutes §363A.44 or make a good faith effort to do so, include but are but are not limited to, suspension or revocation of a certificate of Compliance by the Commissioner, and termination of all or part of this contract by the Commissioner or Minnesota State.
	3. **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.
1. **ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties and with regard to the stated subject matter and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties with respect to this subject matter. This Agreement may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Agreement and any riders, exhibits, addenda, or other document incorporated herein, this Agreement shall govern.

1. **CLERICAL ERROR**

Notwithstanding Clauses “Assignment, Amendments, and Entire Agreement” of this contract, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this contract without executing an amendment. Minnesota State must inform Contractor of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

1. **OTHER PROVISIONS.**

*[WRITE “NONE” IF THERE ARE NO ADDITIONAL PROVISIONS TO THE CONTRACT.]*

*[ATTACH ADDITIONAL PAGE(S) IF NECESSARY. IF ADDING OTHER PROVISIONS OR ATTACHMENTS THAT IMPACT OR CONFLICT WITH WHAT IS STATED IN THE CONTRACT, SEEK ASSISTANCE FROM SYSTEM LEGAL COUNSEL IN ADVANCE OF CONTRACT EXECUTION.]*

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      |

1. **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      |

1. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**[*INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]*:**

|  |
| --- |
| By (authorized signature and printed name)       |
| Title      |
| Date      |

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

|  |
| --- |
| By (authorized signature and printed name)       |
| Title      |
| Date      |