SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Northeast Higher Education District (NHED) 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 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 and/or NHED reserve the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State and/or NHED also reserve the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on https://www.nhed.edu/district-initiatives/regional-academic-planning/nhed-restructuring. 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.
# JANUARY 2020

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**PROJECT MANAGEMENT SERVICES**

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Section I. General Information

Background

The Northeast Higher Education District (NHED) is a consortium of five, autonomous yet interdependent, two-year colleges in Northeast Minnesota. These colleges include Hibbing Community College, Itasca Community College, Mesabi Range College, Rainy River Community College, and Vermilion Community College. The NHED colleges have a total unduplicated headcount of about 6,000 students, and about 420 FTE faculty and staff. The NHED colleges are part of the Minnesota State Colleges and Universities (Minnesota State) system, which is the largest single provider of higher education in the state of Minnesota.

Nature of RFP

NHED is restructuring its five independently accredited colleges (six campuses) into one accredited college (six campuses). This restructuring process requires NHED to procure project management services, which will support enacting necessary changes to all enterprise areas. Expected project length is between 2 to 3 years. NHED is looking to award a contract to a vendor with qualified project management and coordination experience.

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

Services required include:

- Act as project manager for multiple work streams under the direction of the NHED President’s Leadership Cabinet.
- Coordinate and facilitate stakeholder meetings and collaborative sessions, which includes, but is not limited to tasks such as scheduling meetings, formulating agendas, producing minutes, and communicating results.
- Provide both high-level and granular reporting of all deliverables and timeline.
- Interface with all levels of organization to facilitate completion of project on time and within scope
- Provide and manage communication materials
- Provide status reports to NHED leadership
- Maintain issues log
- Escalate issues to NHED leadership
- Project close-out

Selection Process

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

Selection and Implementation Timeline

<table>
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<tr>
<th>Date</th>
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<tr>
<td>February 3, 2020</td>
<td>NHED publishes RFP</td>
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<tr>
<td>February 19, 2020</td>
<td>Deadline for Vendors to submit clarifying questions</td>
</tr>
<tr>
<td>February 24, 2020</td>
<td>NHED deadline respond to RFP Questions</td>
</tr>
<tr>
<td>February 27, 2020</td>
<td>Zoom Information Session Offered for interested Vendors. NOTE: Vendors interested in participating in Zoom session should contact Elise Lind at 218.312.1512 or <a href="mailto:elind@nhed.edu">elind@nhed.edu</a> to obtain log in information.</td>
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<tr>
<td>March 11, 2020 by 3:00 p.m. CST</td>
<td>Deadline for RFP proposal submissions</td>
</tr>
<tr>
<td>March 19-20, 2020</td>
<td>Interviews by invited Vendors if needed</td>
</tr>
<tr>
<td>April 1, 2020</td>
<td>Contract in place</td>
</tr>
</tbody>
</table>

NHED reserves the right not to award a contract. The dates noted above are estimates. NHED does not agree to reach a decision by any certain date although the hope is that the evaluation and selection will be completed by the date identified in the timeline above.

Information Contact

NHED’s agent for purposes of responding to inquiries about the RFP or to obtain login information for informational session is:

Name: Elise Lind
Address: 1515 East 25th Street, Hibbing, MN 55746
Telephone: 218-312-1512
E-mail address: elind@nhed.edu

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

Section II. Vendor Requirements

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

Minimum requirements:
1. Provide a detailed “Fee Proposal” which includes all costs and expenses for providing the services as described in this RFP. The fee proposal must expressly state that the proposed fees are guaranteed for the term of any resulting contract.

2. Each respondent must have the capacity to the skill set requirements listed below:
   a. Minimum of five (5) years in an active program/project management or formal project management certification.
   b. Minimum of three (3) years of experience working on projects that involve all areas of an enterprise (development, infrastructure, network, security and business process management).
   c. Minimum of three (3) years of experience working with constituents from all levels of the organization.
   d. Minimum of one (1) year of experience working in a government and/or public higher education environment specifically as a program/project manager, or project coordinator.
   e. Minimum of one (1) multi-year enterprise project as project manager.
   f. Content management experience, Office 365 tool set is preferred.

Section III. General Contract Requirements

Notice to Vendors

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

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

Affidavit of Non-Collusion

All responding Vendors are required to complete the Affidavit of Non-Collusion form and submit it with the response (see Exhibit A, Affidavit of Non-Collusion).

Parties to the Contract

Parties to this contract shall be the “State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Northeast Higher Education District” and the successful Vendor.

Contract Term

NHED RFP Project Management Services - January 2020
NHED desires to enter into a contract with the successful Vendor effective April 1, 2020. The length of such contract(s) shall be two (2) years with the option to extend for an additional one (1) year. If NHED and the Vendor is unable to negotiate and sign a contract by April 1, 2020, then NHED reserves the right to seek an alternative Vendor.

**Contract Termination**

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

**Applicable Law**

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

**Contract Assignment**

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without the prior written consent of the NHED President. A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties, whether oral or written, with reference to the subject matter of this contract, are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

**Sample Contract**

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

**Deviations and Exceptions**

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

**Human Rights Requirements**

For all contracts estimated to be in excess of $100,000 all responding Vendors are required to complete the Human Rights Certification Information and Affirmative Action Data Page and submit it with the
response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 660 Olive Street, St. Paul, MN 55155.” All responding Vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection. Exhibit B, Affirmative Action Certification of Compliance (Notice to Contractors) and Exhibit C, Affirmative Action Certification of Compliance (Notice to Vendors).

**Equal Pay Certificate**

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

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

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

**Veteran-Owned Preference**

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

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

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

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

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

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

1. Workers’ Compensation Insurance. The Vendor must provide workers’ compensation insurance for all its employees and, in case any work is subcontracted, the Vendor will require the subcontractor to provide workers’ compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability, at limits not less than $100,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $100,000.00 bodily injury by accident.

2. Commercial General Liability. The Vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

   $2,000,000.00 per occurrence
   $2,000,000.00 annual aggregate
   $2,000,000.00 annual aggregate – Products/Completed Operations

   In addition, the following coverages must be included:
   - Premises and Operations Bodily Injury and Property Damage
   - Personal and Advertising Injury
   - Products and Completed Operations Liability
   - Blanket Contractual Liability
   - Name the following as Additional Insureds:
     - Board of Trustees of the Minnesota State Colleges and Universities
     - Northeast Higher Education District

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 NHED 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 NHED 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 NHED 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 NHED 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 NHED;
- 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 8.4 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.

NHED 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 NHED and copies of policies must be submitted to NHED’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 NHED and the Legislative Auditor’s Office for six (6) years after the termination/expiration of the contract.

Minnesota Government Data Practices Act

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

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

Conflict of Interest

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

Organizational Conflicts of Interest

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

Physical and Data Security

The Vendor is required to recognize that on the performance of the contract the Vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13; and other applicable laws. In performance of the contract, the Vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13 relating to confidentiality of information received as a result of the contract. The Vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

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

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

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

Reimbursements

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

Section IV. RFP Responses

Proposal Format

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

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

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

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

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

**C: Minimum Requirements**
Each proposal must contain concise responses to the minimum requirements in Section II. Vendor Requirements.

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

**F: Fee Proposal**
Each proposal must contain a Fee Proposal including expenses.

**G: Required Forms**
Vendors must complete and include the following forms in the response:

<table>
<thead>
<tr>
<th>Form Section</th>
<th>Location</th>
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<tbody>
<tr>
<td>1. Affidavit of Non-Collusion</td>
<td>Exhibit A</td>
</tr>
<tr>
<td>2. Affirmative Action Certificate</td>
<td>Exhibit B</td>
</tr>
<tr>
<td>(Notice to Contractors)</td>
<td></td>
</tr>
<tr>
<td>3. Affirmative Action Certificate</td>
<td>Exhibit C</td>
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<td>4. Equal Pay Certification Application</td>
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<td>5. Veteran-Owned Preference Form</td>
<td>Exhibit E</td>
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</tbody>
</table>
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 NHED and the Vendor. Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

Authorized Signature

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

Proposal Rejection and Waiver of Informalities

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

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

Submission

Proposals and forms must be received, by email, no later than 3:00 p.m. CST on Wednesday, March 11, 2020 addressed to the following:

Institution: Northeast Higher Education District
Name: Elise Lind
Title: Executive Assistant to the President
Email: elind@nhed.edu

Late responses will not be considered.

Section V. Response Evaluation

Requirements

NHED will not evaluate responses not meeting the minimum requirements in Section II. Vendor Requirements. Responses meeting the mandatory requirements in Section II. Vendor Requirements will be further evaluated using the following criteria:
1. Expressed understanding of proposal objectives (10%).
2. Qualifications of the vendor (experience of personnel who are committed to work on the contract will be given greater weight than that of the company (30%).
3. Work plan (25%).
4. Completeness, thoroughness and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed above (10%).
5. Cost in relation to level of services to be provided (25%).

In some instances, an interview may also be part of the evaluation process.
Exhibit A. Affidavit of Non-Collusion

STATE OF MINNESOTA AFFIDAVIT OF NON-COLLUSION

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);

2. That the attached proposal submitted in response to the ________________________ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;

3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder’s Firm Name: __________________________________________

Authorized Signature: _____________________________________________

Date: __________________________________________________________

Subscribed and sworn to me this ________ day of __________

Notary Public: _________________________________________

My commission expires: ________________________________
Exhibit B. Affirmative Action Certificate of Compliance (Notice to Contractors)

NOTICE TO CONTRACTORS AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

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

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

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

Your response will be rejected unless your business:

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

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

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

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: _____________________________

Authorized Signature: ___________________________ Telephone number: ___________________________

Printed Name: ___________________________ Title: ___________________________

For assistance with this form, contact:
Minnesota Department of Human Rights, Compliance & Community Relations
Freeman Building, 625 Robert Street North, Saint Paul, MN 55155
Phone: 651-296-5663  Toll Free: 800-657-3704
Fax: 651-296-9042  TTY: 651-296-1283
Web: mn.gov/mdhr
Email: compliance.mndh@state.mn.us
Exhibit C. Affirmative Action Certification of Compliance (Notice to Vendors)

MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS
AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

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

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

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

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

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

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

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

C. In the event of a Vendor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.

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

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

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

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

NAME OF COMPANY: ______________________________________________

AUTHORIZED SIGNATURE: _________________________________________

TITLE: ____________________________________________________________

DATE: ___________________________ ________________________________

Revised 1/22/09
Exhibit D. Equal Pay Certification Application

Minnesota Department of Human Rights

ATTN: Contract Compliance
Freeman Building
625 Robert Street North
Saint Paul, MN 55155
(Or Send to - compliance.MDHR@state.mn.us.)

Equal Pay Certificate Application

• We are in compliance with Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Minnesota Human Rights Act, and the Minnesota Equal Pay Act for Equal Work Law.

• The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors, within each of the major job categories in your EEO-1 report. If you are not required to file an EEO-1 report, taking into account mitigating factors, the average compensation for female employees is not consistently below the average compensation for male employees within your organization.

• We make hiring, retention and promotion decisions without regard to gender, nor do we limit employees based on gender to certain job classifications.

• We promptly correct wage and benefit disparities.

• We evaluate wages and benefits (annually) (two-year period) (other, please specify) to ensure compliance with the above identified laws.

• In determining our employee compensation, we use: (check below)
  ___ Market pricing approach
  ___ State prevailing wage or union contract requirements
  ___ Performance pay system
  ___ An internal analysis
  ___ Other method (please specify) ________________________________

Enclosed is our application fee of $150, made payable to the “Minnesota Department of Human Rights.”

In signing below, I affirm that I am the Board Chairperson or Chief Executive Officer and that the above information to the best of my understanding is accurate and complete.

_________________________________________  ___________________________________________  __________
Signature                             Print Name                             Date

_________________________________________  ___________________________________________
Business Name                             Business Address
Exhibit E. Veteran-Owned Preference Form

STATE OF MINNESOTA VETERAN-OWNED PREFERENCE FORM

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

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

1. Principal place of business is in Minnesota.

   and

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

Statutory requirements and appropriate documentation must be met by the solicitation response due date and time to be awarded the veteran-owned preference. The preference applies only to the first $500,000 of a solicitation response.

Claim the Preference

By signing below I confirm that:

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

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

Name of Company: _____________________________ Date: __________________________

Authorized Signature: _____________________________ Telephone: __________________________

Printed Name: _____________________________ Title: __________________________

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.
<table>
<thead>
<tr>
<th>Type of Expense</th>
<th>Reimbursement Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>State-owned vehicle not available (full IRS rate)</td>
<td>0.575 cents per mile</td>
</tr>
<tr>
<td>State-owned vehicle available but declined (IRS)</td>
<td>0.505 cents per mile</td>
</tr>
<tr>
<td>Tolls and parking fees</td>
<td>Actual cost</td>
</tr>
<tr>
<td>Commercial transportation (air, taxi, rental car, etc.) plus reasonable gratuities</td>
<td>Actual cost for mode and class of transportation authorized</td>
</tr>
<tr>
<td>Specially equipped personal van – provides wheelchair access (IRS rate plus 9.0 cents)</td>
<td>0.665 cents per mile</td>
</tr>
<tr>
<td>Motorcycle</td>
<td>No reimbursement applicable</td>
</tr>
<tr>
<td>Personal aircraft</td>
<td>0.575 cents per mile</td>
</tr>
<tr>
<td>Overnight lodging</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Laundry and/or dry-cleaning after one week in continuous travel status</td>
<td>Actual cost; not to exceed $16.00 per week</td>
</tr>
<tr>
<td>Work-related long distance telephone calls</td>
<td>Actual cost</td>
</tr>
<tr>
<td>Personal telephone calls</td>
<td>Actual cost up to maximum number of nights away times $3.00</td>
</tr>
<tr>
<td>Special expenses (e.g., conference fees, banquet)</td>
<td>Actual cost with prior approval</td>
</tr>
<tr>
<td><strong>Meals and/or reasonable gratuities:</strong></td>
<td>Actual cost up to maximums</td>
</tr>
<tr>
<td>• Breakfast (in travel status overnight or leave home before 6:00 a.m.)</td>
<td>Breakfast - $9.00</td>
</tr>
<tr>
<td>• Lunch (in travel status and more than 35 miles from work station)</td>
<td>Lunch - $11.00</td>
</tr>
<tr>
<td>• Dinner (in travel status overnight or return home after 7:00 p.m.)</td>
<td>Dinner - $16.00</td>
</tr>
<tr>
<td>Outside the contiguous 48 United States or in pre-designated/preidentified metropolitan areas*</td>
<td></td>
</tr>
<tr>
<td>• Breakfast - $11.00</td>
<td></td>
</tr>
<tr>
<td>• Lunch - $13.00</td>
<td></td>
</tr>
<tr>
<td>• Dinner - $20.00</td>
<td></td>
</tr>
<tr>
<td>Meal &quot;bunching&quot; allowed: Two or more consecutive meals reimbursed up to the combined maximum. Dinner and breakfast the following morning are considered consecutive meals. Meals provided as part of a conference or other program are not considered and &quot;break&quot; the string of consecutive meals.</td>
<td></td>
</tr>
<tr>
<td>Expenses that are not travel related (e.g., supplies, copy charges, fax charges)</td>
<td>Actual cost</td>
</tr>
</tbody>
</table>
### Metropolitan Areas

<table>
<thead>
<tr>
<th>Metropolitan Area</th>
<th>Counties or Location Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atlanta, GA</td>
<td>Clayton, De Kalb, Fulton, Cobb and Gwinnett Counties in Georgia</td>
</tr>
<tr>
<td>Baltimore, MD</td>
<td>Baltimore and Hartford Counties in Maryland</td>
</tr>
<tr>
<td>Boston, MA</td>
<td>Norfolk, Suffolk, Middlesex and Essex Counties in Massachusetts</td>
</tr>
<tr>
<td>Chicago, IL</td>
<td>DuPage, Cook and Lake Counties in Illinois</td>
</tr>
<tr>
<td>Cleveland, OH</td>
<td>Cuyahoga County in Ohio</td>
</tr>
<tr>
<td>Dallas/Fort Worth, TX</td>
<td>Dallas and Tarrant Counties in Texas</td>
</tr>
<tr>
<td>Denver, CO</td>
<td>Denver, Adams, Arapahoe and Jefferson Counties in Colorado</td>
</tr>
<tr>
<td>Detroit, MI</td>
<td>Wayne, Macomb and Oakland Counties in Michigan</td>
</tr>
<tr>
<td>Hartford, CT</td>
<td>Hartford and Middlesex Counties in Connecticut</td>
</tr>
<tr>
<td>Houston, TX</td>
<td>Harris County, LBJ Space Center and Ellington AFB in Texas</td>
</tr>
<tr>
<td>Kansas City, KS</td>
<td>Johnson and Wyandotte Counties in Kansas</td>
</tr>
<tr>
<td>Kansas City, MO</td>
<td>Clay, Jackson and Platte Counties in Missouri</td>
</tr>
<tr>
<td>Los Angeles, CA</td>
<td>Los Angeles, Kern, Orange and Ventura Counties, Edwards AFB, Naval Weapons Center and Ordinance Test Station in California</td>
</tr>
<tr>
<td>Miami, FL</td>
<td>Dade County in Florida</td>
</tr>
<tr>
<td>New Orleans, LA</td>
<td>Jefferson, Orleans, Plaquemines and St. Bernard Parishes in Louisiana</td>
</tr>
<tr>
<td>New York City, NY</td>
<td>Bronx, Brooklyn, Manhattan, Queens, and Staten Island Boroughs in NYC; Nassau, New York, Richmond, Suffolk and Westchester Counties in New York state; Fairfield County in Connecticut; and Bergen, Essex, Hudson, Middlesex, Passaic, and Union Counties in New Jersey</td>
</tr>
<tr>
<td>Philadelphia, PA</td>
<td>Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties in Pennsylvania; and Burlington and Gloucester Counties in New Jersey</td>
</tr>
<tr>
<td>Portland, OR</td>
<td>Multnomah County in Oregon</td>
</tr>
<tr>
<td>Saint Louis, MO</td>
<td>St. Charles and St. Louis Counties in Missouri</td>
</tr>
<tr>
<td>San Diego, CA</td>
<td>San Diego County in California</td>
</tr>
<tr>
<td>San Francisco, CA</td>
<td>San Francisco, Sonoma, Marin, San Mateo, Santa Clara, Santa Cruz, Contra Costa, Alameda and Santa Barbara Counties in California</td>
</tr>
<tr>
<td>Seattle, WA</td>
<td>King County in Washington state</td>
</tr>
<tr>
<td>Washington, DC</td>
<td>Cities of Alexandria, Falls Church and Fairfax in Virginia; Arlington, Loudoun and Fairfax Counties in Virginia; and Montgomery and Prince Georges Counties in Maryland</td>
</tr>
</tbody>
</table>

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

P.O. Number_________________
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 BY INSERTING A RATE OF PAY OR BREAKDOWN. EXAMPLES: ‘IN ACCORDANCE WITH THE BREAKDOWN OF COSTS AS SET FORTH BELOW.’ \* NOTE: CAUTION MUST BE EXERCISED IF PAYMENT BY THE HOUR IS UTILIZED. 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:

      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:

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.** 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.

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.]

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

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 NORTHEAST HIGHER EDUCATION DISTRICT:**

   By (authorized signature and printed name)
   Title
   Date

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

   By (authorized signature and printed name)
   Title
   Date