

NORTHEAST HIGHER EDUCATION DISTRICT
A member of Minnesota State

REQUEST FOR PROPOSAL
(RFP) FOR
WEB DEVELOPMENT

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees, or the 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 not PDF files, may be rejected. Responding vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on <https://www.minnstate.edu/vendors/index.html>. For this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

**REQUEST FOR PROPOSAL (RFP)
FOR BRAND IDENTITY SYSTEM**

September 27, 2021

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Section I. General Information

Background

The Northeast Higher Education District (NHED) is a member of the Minnesota State system. Minnesota State is the third-largest system of higher education in the United States. It is comprised of 37 state colleges and universities. Minnesota State serves approximately 340,000 students each year. Minnesota State is an independent state entity that is governed by a 15 member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges, and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State, please view its website minnstate.edu.

The Northeast Higher Education District (NHED) is currently comprised of five unique and autonomous, yet interdependent, two-year colleges under the leadership of one president, located in the beautiful, geographically dispersed region of northeast Minnesota: Hibbing Community College, Itasca Community College, Mesabi Range College (which has two campuses), Rainy River Community College, and Vermilion Community College. NHED leadership, in consultation with college and community stakeholders, and the support of the Board of Trustees of the Minnesota State Colleges and Universities, has made the decision to merge the accreditations of the five colleges into one accredited college (with six campuses), in order to best serve the students and communities where the colleges are located. For more information visit nhed.edu.

Nature of RFP

Web Development and Ongoing Maintenance

NHED is currently working with a brand identity firm to create a new brand that encompasses the five independent colleges into one accredited institution with six campuses. As part of that brand identity plan, the firm is developing a high-level web design plan that includes a wireframe, home page design, navigation plan, and templates for six secondary level pages.

The purpose of this RFP is to contract with a firm to take the high level web concept and complete the web development work, including finalizing layout plans, HTML and CSS work, creating and implementing a migration plan. The new website will be built on the WordPress platform, hosted by the Minnesota State system IT division. As with the merger, the website for the new college will bring the five independent colleges together utilizing the recently developed brand identity.

Anticipated Deliverables:

- Fully developed and functioning website, include HTML and CSS following the new brand identity standards, including previously developed wireframe, home page design, navigation plan, and templates for six secondary level pages.
- Search Engine Optimization (SEO) best practices to improve site visibility
- Content audit for each of the five individual websites with identification of what content will be moved
- Offer content syndication and content sharing (COPE - create once and publish everywhere)
- Optimize site for social sharing, downloading, mobile (android/iphone) and printing
- Measure deliverables by tracking Google Analytics
- Project plan to migrate identified content to the new website
- Migration of all content to the new website
- Website testing
- Training on new website for content editors to include WordPress training around editing pages
- eServices branding (a CSS file with custom institution branding and a banner image or logo) for the new institution than can handed to Minnesota State ITS staff for implementation. The vendor can work with system IT staff for guidance on how to develop the eServices branding for the institution.

- The website should be built in accordance with current state and federal laws governing website accessibility and that all pages and functionality on site meet the criteria established in the [Web Content Accessibility Guidelines](#) (WCAG) version 2.0 Level AA and are readable by modern screen reader software.

The new website is intended to increase brand recognition and information gathering among prospective students, employers, alumni, donors, the community, and other higher education institutions. The new website should be built using a responsive design and that all displays and site functions should be fully tested in modern browsers (i.e., latest versions of Edge, Chrome, Safari and Firefox) and on a variety of desktops and laptops (both Mac and PC), tablets and most popular mobile devices).

Vision

To meet our goals, our new website must:

- Serve as an ambassador for the new college's brand
- Provide a modern, relevant design
- Showcase the departments and programs at the new college
- Improve customer service and engage site visitors
- Strengthen relations with community partners
- Provide a scalable, maintainable solution
- Document the new college's rich history in education

Strategies

- Utilize responsive design with the latest technologies to provide a consistent user interface across all devices including phones (iPhone, Android)
- Establish a clear path for visitors to access information relevant to them
- Present clear and concise information to end users
- Integrate with the new colleges social media platforms
- Seamlessly direct traffic to the individual campuses' athletic websites
- Provide an easy-to-use fit into the WordPress platform
- Function as the "hub" for other web-based enterprise systems and student/faculty tools such as our student information system and learning management system
- Maximize search engine optimization through strategic mark-up language and content

Through this project, we expect to:

- Leverage the new website to elevate the new combined college's identity and position within Minnesota's higher education sector, while incorporating college brand guidelines and building on the strength of each campus identity and culture.
- Increase awareness of desirable attributes of the college's education among key audiences including prospective students, donors, employers, alumni, and the communities where the campuses are located.
- Strengthen partnerships with transfer partners, communities, and businesses including other members of the Minnesota State system.
- Develop greater recognition of the critical role the college plays in meeting the educational and workforce needs of the northeast Minnesota and inspire stronger support from opinion leaders and public officials.
- Assist in increasing enrollment and retention by building brand recognition and respectability within the local and regional communities and throughout Minnesota.
- Increase opportunities for graduates by building recognition of the unique academic strengths of the college.
- Increase philanthropic support by building awareness of the shared future we create when we support the student populations and programs at the college.

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

Accordingly, NHED shall select the vendor(s) whose proposal(s), 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 in order 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 considered to be in its best interest.

General Selection Criteria

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

Firms offering proposals must demonstrate considerable expertise and proven success in developing distinctive websites, preferably in higher education. Firms must be expert in coding, including HTML and CSS and have demonstrable familiarity with WordPress. Firms must demonstrate comprehensive understanding of the current trends and developments within the higher education sector and specifically within higher education website trends.

The recommended approach to this project is as follows:

Phase 1

Web development
Migration plan development
Content Migration
Testing
Training

Phase 2

Launch (Target date of May 23, 2022)

Selection and Implementation Timeline

September 27, 2021	Publish RFP notice on Minnesota State website
October 5, 2021 4:00 p.m. CT	Deadline for questions regarding RFP
October 8, 2021	Answer to questions posted
<u>October 15, 2:00 p.m. CT</u>	Deadline for RFP proposal submissions (via email)
October 18 – 22, 2021	Proposals reviewed, finalists selected
October 25 - 29, 2021	Finalists presentations, if requested
November 1 - 3, 2021	Finalist selected
November 4 - 25, 2021	Negotiate contract
November 26, 2021	Finalize contract

*Schedule is subject to change as needed by NHED

Contract Term

NORTHEAST HIGHER EDUCATION DISTRICT desires to enter into a contract with the successful vendor(s) **no later than November 26, 2021.**

The length of such contract(s) shall be up to 12 months. If NHED and the vendor are unable to negotiate and sign a contract by November 26, 2021, then NHED reserves the right to seek an alternative vendor(s).

Parties to the Contract

Parties to this contract shall be the State of Minnesota, acting through its Board of Trustees of Minnesota State on behalf of NORTHEAST HIGHER EDUCATION DISTRICT and the successful vendor(s).

Contract Termination

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

Definitions

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

Minnesota State acting through its Board of Trustees of the Minnesota State on behalf of NORTHEAST HIGHER EDUCATION (NHED).

School: NORTHEAST HIGHER EDUCATION DISTRICT (NHED)

System Office: The central system office of Minnesota State is located at 30 7th Street East, Suite 350, St. Paul, Minnesota 55101.

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

Applicable Law

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

Contract Assignment

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

Entire Agreement

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

Deviations and Exceptions

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

Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between 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 and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Proposal Rejection and Waiver of Informalities

This RFP does not obligate Minnesota State, its Board of Trustees or NORTHEAST HIGHER EDUCATION DISTRICT 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.

NORTHEAST HIGHER EDUCATION DISTRICT also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

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

Section II. Parties to the RFP: NORTHEAST HIGHER EDUCATION DISTRICT

Section III. Vendor Requirements

Information Contact

NORTHEAST HIGHER EDUCATION DISTRICT's agent for purposes of responding to inquiries about the RFP is: Molly Nelson, Dean of Enrollment Management, Northeast Higher Education District.

Questions should be emailed to molly.nelson@rainyriver.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, telephone number, and e-mail address. Anonymous inquiries will not be answered.

Section IV. Response Evaluation

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

The following criteria and assigned weights will facilitate proposal evaluation:

- Completeness, thoroughness, strength of the proposal (35%)
- Cost (30%)
- Evidence the vendor can carry out the project including relevant experience for higher education (25%)

- Awareness and understanding of the Northeast Higher Education District, Minnesota State, and the competitive higher education environment in Minnesota and the greater region (10%)

Proposal(s) may be rejected if it is determined a vendor's ability to work with the existing college infrastructure will be too limited or difficult to manage. Proposals must include:

- 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 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.
- Detailed descriptions demonstrating how the vendor will help the college achieve the goals and objectives of this project
- Itemized costs
- Detailed timeline
- Outline of vendor's related experience
- Work experience highlights of personnel who will be assigned to the project
- Brief descriptions and work samples of a minimum of three clients for whom the vendor has completed related work with contact information
- Affidavit of Non-Collusion
- Human Rights Certification Information and Affirmative Action Data Page and Form
- Veteran-Owned Preference Form

An interview may be part of the final selection process.

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

Section V. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors

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

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

Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either NORTHEAST HIGHERE EDUCATION DISTRICT or the vendor.

Affidavit of Non-Collusion

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

Human Rights Requirements

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

Preference Points

In accordance with Minnesota Rules part 1230.1810 subpart B and Minn. Stat. § 16C.16, subd. 6a, Minnesota State may award up to a six percent preference to certified Economically Disadvantaged Businesses and Service Disabled/Veteran-owned Businesses.

Preference to Economically Disadvantaged Business and Individuals (up to 6%), if applicable (see below); and Preference to Service Disabled/Veteran-Owned Business and Individuals (see below) (up to 6%), if applicable (see below).

Supplier Diversity

Pursuant to policy 5.14 and Minn. Stat. 16C.16, Minnesota State Colleges and Universities is committed to taking affirmative action to ensure that minority-owned (MBEs) and women-owned (WBEs) businesses are given equal opportunity to provide their goods and services to Minnesota State.

State Audit

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

Minnesota Government Data Practices Act

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

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

submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

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

Conflict of Interest

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

Organizational Conflicts of Interest

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

Physical and Data Security

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

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

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

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

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

Reimbursements

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

Section VI. RFP Response Submission

Submission

Proposals must be **received** electronically no later than **2:00 p.m. CT, October 15, 2021**. Proposals must be emailed to the following individual:

Molly Nelson, Dean of Enrollment Management

Molly.Nelson@rainyriver.edu

Responses must be submitted via email in Adobe PDF format. Attachment limits are 25 MB. If file sizes are too large, please create multiple smaller files and email them separately. Hyperlinks to submissions in cloud storage will not be accepted. All pages must be numbered and font size no smaller than 10 point. NHED’s email receipt timestamp will be used for submission consideration not the senders. Proposals received after this date and time will not be accepted.

Fax responses will not be considered.

Proposals must include:

- Cover Letter
- Detailed descriptions demonstrating how the vendor will help the college achieve the goals and objectives of this project
- Itemized costs
- Detailed timeline
- Outline of vendor’s related experience
- Work experience highlights of personnel who will be assigned to the project
- Brief descriptions and work samples of a minimum of three clients for whom the vendor has completed related work with contact information

Complete and submit the following forms:

- Affidavit of Non-Collusion
- Human Rights Certification Information and Affirmative Action Data Page and Form
- Veteran-Owned Preference Form

STATE OF MINNESOTA AFFIDAVIT OF NON-COLLUSION

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

NOTICE TO CONTRACTORS

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

It is hereby agreed between the parties that 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.)

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone number: _____ Printed Name: _____

_____ Title: _____

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.

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community
Relations Freeman Building, 625 Robert Street North, Saint Paul, MN
55155

Phone: 651-296-5663

Toll Free: 800-657-3704

Fax: 651-296-9042

TTY: 651-296-1283

Web: mn.gov/mdhr

Email: compliance.mndh@state.mn.us

Affirmative Action Certification Page, Revised 6/11 – MDHR

MINNESOTA STATE 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: 651296-5663; 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: _____

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.