Contract Number:

P.O. Number:

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

PROFESSIONAL/TECHNICAL
SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of [INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE] (hereinafter “Minnesota State”), and [INSERT CONTRACTOR’S LEGAL NAME AND FULL ADDRESS. DO NOT ONLY USE A PO BOX.], an independent Contractor, not an employee of the State of Minnesota (hereinafter “Contractor”).

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

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

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

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

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

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

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.**

This contract is effective on [INSERT FULL DATE (e.g., January 29, 2022)] or upon the date the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until [INSERT FULL DATE (e.g., June 15, 2022)]or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The Contractor understands that no work should begin under this contract until all required signatures have been obtained and the Contractor is notified to begin work by an authorized representative of Minnesota State.

1. **CONTRACTOR’S DUTIES. The Contractor will:**

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

1. **CONSIDERATION AND TERMS OF PAYMENT.**
	1. **Consideration** for all services performed and goods or materials supplied by the Contractor pursuant to this contract shall be paid by Minnesota State as follows:
		1. **Compensation** of *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g, Fifty and 00/100 Dollars ($50.00) for eighty (80) hours. 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.]*
		2. **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](https://www.minnstate.edu/system/templates/docs/2022_CommissionersPlan_pdf.pdf)” 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 an authorized representative of Minnesota State.
		3. The **total obligation** of Minnesota State for all compensation and reimbursement to the Contractor shall not exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS, e.g. Four Thousand One Hundred Twenty and 00/100 Dollars ($4,120.00).]*
	2. **Terms of Payment.**
		1. Payment shall be made by Minnesota State promptly after the Contractor’s presentation of invoices for services performed and acceptance of such services by an authorized representative of Minnesota State. All services provided by the Contractor pursuant to this contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Contractor shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by Contractor according to the following schedule:

*[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.]*

* + 1. *[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.
		2. **Nonresident Aliens**. Pursuant to 26 U.S.C. §1441, Minnesota State is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). Minnesota State 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.
		3. **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.
1. **AUTHORIZED REPRESENTATIVES.**

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

* 1. Authorized representative of Minnesota State for the purpose of administration of this contract is:

Name:

Address:

Telephone:

E-Mail:

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.

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

Name:

Address:

Telephone:

E-Mail:

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

The Contractor shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of Minnesota State.

1. **LIABILITY.**

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

1. **WORKERS’ COMPENSATION.**

The Contractor certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers’ compensation insurance coverage. The Contractor’s employees and agents will not be considered Minnesota State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the obligation or responsibility of Minnesota State.

1. **PUBLICITY.**

Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor or its employees individually or jointly with others, or any subcontractors shall identify Minnesota State as the sponsoring agency and shall not be released prior to receiving the approval of an authorized representative of Minnesota State.

1. **MINNESOTA STATUTES §181.59.**

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

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

1. **DATA DISCLOSURE.**
	1. As a condition of this contract, Contractor is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require Contractor to file state tax returns and pay delinquent state tax liabilities. **This contract will not be approved unless these numbers are provided.**
	2. **Independent Contractors**. Minn. Stat. §256.998 requires Minnesota State to report the name, address and social security number of independent Contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than $250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.
2. **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.]*

1. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**
	1. 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 an authorized representative of Minnesota State.

* 1. 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 the opinion of Minnesota State is likely to arise, the Contractor shall, at the discretion of Minnesota State, either procure for Minnesota State the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

1. **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.

1. **JURISDICTION AND VENUE.**

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

1. **AMENDMENTS.**

Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

1. **STATE AUDITS.**

The books, records, documents, and accounting procedures and practices of the Contractor relevant to this contract shall be subject to examination by Minnesota State and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

1. **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.

1. **FORCE MAJEURE.**

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

1. **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.]*

1. Contractor acknowledges that it is responsible for the security of cardholder data it possesses or otherwise stores, processes, or transmits on behalf of the Minnesota State, or to the extent that it could impact the security of the cardholder data environment of Minnesota State.  For purposes of this section, “cardholder data” means any personally-identifiable data associated with a cardholder’s payment, including but not limited to: primary account number, expiration date, card type, name, address, social security number, and card validation code.
2. Contractor affirms that, as of the date of this agreement, it has complied with the all applicable requirements of the most current, published version of the following:
3. the requirements of the Payment Card Industry Data Security Standard (“PCI DSS”), as modified from time to time by the PCI Security Standards Council (“PCI SSC”), or similar standards required by payment card associations or the PCI SSC;
4. the Visa Cardholder Information Security Program that are set forth in the Visa Operating Regulations or that are otherwise issued by Visa U.S.A., Inc.;
5. the requirements of the MasterCard Site Data Protection Program that are set forth in the MasterCard Security Rules and Procedures or that are otherwise issued by MasterCard; and
6. any other laws or regulations concerning the protection and security of cardholder data.
7. Contractor affirms it has performed the necessary steps to validate its PCI DSS compliance.
8. Any service providers that Contractor uses to perform services for Minnesota State (a “secondary service provider”) must also be PCI DSS compliant. Contractor agrees to exercise reasonable due diligence that all of its service providers, agents, business partners, Contractors, subcontractors or any person or entity that may have access to Minnesota State cardholder data maintain PCI DSS compliance and validation.
9. Contractor agrees to supply a copy of Contractor’s annual attestation of compliance (AOC) signed by a Qualified Security Assessor (QSA) (i) on or before the date this Agreement is signed by Minnesota State, and (ii) within ten (10) days after each anniversary of the date this Agreement is signed Minnesota State.  Contractor further agrees to provide, upon request, answers to a written information security questionnaire provided by Minnesota State regarding Contractor’s business practices and handling of cardholder data.
10. Contractor will immediately notify Minnesota State if it or a secondary service provider is no longer PCI DSS compliant and will immediately provide Minnesota State the steps being taken to remediate the non-compliant status. Non-compliant status includes, without limitation, expiration of current Report on Compliance, Self-Assessment Questionnaire and AOC, de-certification of a PCI SSC published solution or service, or report of security incident.
11. Contractor will immediately notify Minnesota State in the event that security vulnerabilities are identified within its environment or the environment of any secondary service provider that have not or cannot be remediated within five (5) business days.
12. Contractor acknowledges that it will indemnify Minnesota State University for any failure of Contractor or secondary service provider to be and to remain PCI DSS compliant and for any failure of Contractor or secondary service provider to maintain the security of cardholder data that it possesses.
13. If Contractor uses secondary service provider(s) for system implementation, integration, management, support or other services, Contractor will provide to Minnesota State:
14. The current status of the secondary service provider’s PCI DSS compliance status, and evidence of its most recent validation of compliance.
15. Full documentation, including but not limited to data flow, network segmentation, hardware, application diagrams, and narratives for any point-to-point Encryption implementation; and
16. Full documentation of the original solution providers design specifications or guidelines, including but not limited to, hardware specification, operating system, application, services, database, encryption, or any other component that contributes to the overall solution.
17. If Contractor breaches in any material respect its obligations under this subsection, in addition to any other right or remedy, Minnesota State may terminate this contract in the event that the breach is not cured within thirty (30) days after receipt of written notice of the breach. Upon such termination, Contractor will work in good faith with Minnesota State to transition to another service provider.
18. In the event of any suspected, alleged or confirmed loss, disclosure, theft or compromise of cardholder data or card transaction information relating the cardholder data services (a “Compromised Data Event”), Contractor shall immediately notify (i) Chief Information Officer of Minnesota State by telephone and email and (ii)  in the manner required in the PCI DSS requirements and applicable law. Contractor shall fully cooperate with any examinations provided for in the preceding paragraph. Upon Contractor’s suspected or actual discovery of a Compromised Data Event, Contractor will not alter or destroy any related records and will maintain complete and accurate documentation regarding any modifications made to the records.
19. Contractor shall indemnify, defend and hold Minnesota State and its trustees, faculty members, students, employees, agents and Contractors harmless from actions, suits, claims, losses, costs, judgments, fines, penalties (including any fines or penalties imposed on Minnesota State by Payment Card Companies or their acquiring banks), and expenses (including reasonable attorneys' and investigative fees), arising out of Contractor 's failure to comply with the representations and warranties in this Agreement.
20. **INSURANCE. [OPTIONAL: YOU MUST INCLUDE INSURANCE IF TRAINING INVOLVES ANY RISK OF PHYSICAL INJURY – IF IN DOUBT CONTACT SYSTEM OFFICE RISK MANAGEMENT WITH QUESTIONS. IF NOT REQUIRED BY RISK MANAGEMENT, DELETE ENTIRE INSURANCE SECTION AND RE-NUMBER THE REST OF THE CONTRACT]**
21. Contractor shall submit an *ACORD* Certificate of Insurance to an authorized representative of Minnesota State prior to execution of the Master Contract.
22. Contractor shall maintain and furnish satisfactory evidence of the following:
23. **Workers' Compensation Insurance.** Contractor shall provide workers’ compensation insurance for all its employees and, in case any work is subcontracted, Contractor shall require the subcontractor to provide workers’ compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability, at limits not less than $100,000.00 bodily injury by disease per employee, $500,000.00 bodily injury by disease aggregate, and $100,000.00 bodily injury by accident.
24. **Commercial General Liability.** Contractor shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the Master Contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed under the Master Contract.

The minimum insurance amounts will be:

* $2,000,000.00 per occurrence;
* $2,000,000.00 annual aggregate applying per project or location;
* $2,000,000.00 annual aggregate applying to Products/Completed Operations

In addition, the following coverages shall be included:

* Premises and Operations Bodily Injury and Property Damage,
* Personal Injury and Advertising Injury,
* Products and Completed Operations Liability,
* Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent,
* Pollution Exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent,
* Independent Contractors (let or sublet work),
* Waiver of Subrogation in favor of Minnesota State,
* Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU).

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

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

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

The minimum insurance amounts will be:

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

In addition, the following coverage shall be included:

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

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

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

* $2,000,000.00 per occurrence
* $2,000,000.00 annual aggregate

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

1. Minnesota State reserves the right to immediately terminate this Master Contract if Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Contractor. All insurance policies must be available for inspection by Minnesota State and copies of policies must be submitted to an authorized representative of Minnesota State upon written request.
2. ***[DELETE THIS CLAUSE IF THE TOTAL CONTRACT VALUE IS UNDER $100,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.]* AFFIRMATIVE ACTION - WORKFORCE CERTIFICATION 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.**

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

1. Covered Contracts and Contractors. If the contract exceeds One Hundred Thousand and 00/100 Dollars ($100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal 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. Contractor must obtain an [Workforce Certificate](https://mn.gov/mdhr/certificates/workforce-certificate/) from the Minnesota Department of Human Rights (MDHR) or claim an [exemption](https://www.minnstate.edu/vendors/docs/MDHR_WorkforceCert_Exemptform_062021.pdf) prior to Contract execution.
2. 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.
3. Minnesota R. 5000.3400-5000.3600.
	1. **General.** Minnesota R. 5000.3400-5000.3600 implement Minnesota Statutes §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
	2. **Disabled Workers**. The Contractor must comply with the following affirmative action requirements for disabled workers.
		1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
		2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
		3. 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.
		4. 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.
		5. 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.
	3. **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.
	4. **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.
4. ***[DELETE THIS CLAUSE IF THE TOTAL CONTRACT VALUE IS UNDER $500,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.]*****EQUAL PAY CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF $500,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRIMARY PLACE OF BUSINESS.**

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

1. Covered Contracts and Contractors. If the amount of this contract is in excess of $500,000.00 and the Contractor has 40 or more full-time employees in Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, the Contractor must comply with the requirements of Minnesota Statutes §363A.44 prior to contract execution. Contractor must obtain an [Equal Pay Certificate](https://mn.gov/mdhr/certificates/equalpay/) from the Minnesota Department of Human Rights (MDHR) or claim an [exemption](https://www.minnstate.edu/vendors/docs/MDHR_EqualPayCert_Exempt_072019.pdf) 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.
	1. Consequences. The consequences for the Contractor’s failure to secure and comply with Minnesota Statutes §363A.44 or make a good faith effort to do so, include but are but are not limited to, suspension or revocation of a certificate of Compliance by the Commissioner, and termination of all or part of this contract by the Commissioner or Minnesota State.
	2. 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.
2. **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.

1. **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      |

1. **VERIFIED AS TO ENCUMBRANCE:**

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

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

1. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

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

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

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

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