REQUEST FOR PROPOSAL (RFP)
FOR
DEBT AND FINANCIAL ADVISORY SERVICES
FOR THE REVENUE FUND

July 5, 2022

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system, hereinafter referred to as “Minnesota State”, its Board of Trustees, or the system office to award a contract or complete the proposed plan and each reserves the right to cancel this RFP if it is considered to be in its best interest. 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.
# REQUEST FOR PROPOSAL (RFP)
## FOR
### DEBT AND FINANCIAL ADVISORY SERVICES
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For Reference Only
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SECTION I. GENERAL INFORMATION

Background

With 26 community and technical colleges and seven state universities, Minnesota State is the largest provider of higher education in the state of Minnesota. Minnesota State’s 54 campuses, conveniently located in 47 Minnesota communities, serving 340,000+ students. Fifty-eight percent of the state’s undergraduate students attend a Minnesota State college or university. It is the third-largest system of higher education in the country. For more information about Minnesota State Colleges and Universities, please view its website at https://www.minnstate.edu/.

The System Office manages the Revenue Fund, a statutorily established authority granted to Minnesota State to issue revenue bonds to finance acquisition, construction, remodeling, and renewal of revenue-generating facilities, such as student residence halls, student unions and parking. The statutory provision governing the Revenue Fund is Minn. Stat. §136F.90 – §136F.98. Individual campuses manage operations of revenue fund facilities, although credit is based on system revenue fund performance.

Outstanding revenue bond debt as of June 7, 2022, was approximately $185,705,000, consisting exclusively of tax exempt and taxable revenue bonds. Total revenue fund debt outstanding is $229,285,879. Minnesota State’s most recent revenue bond refunding occurred August 11, 2021, with $55,965000 of Series 2011A and Series 2011C bonds being refunded. Minnesota State’s bond counsel for the revenue fund is Kennedy & Graven, Minneapolis.

Purpose of this Request for Proposal

The Minnesota State System Office is seeking proposals from qualified financial advisory firms to provide debt advisory and related financial advising services for a period of five years beginning October 1, 2022. Minnesota State typically issues revenue fund debt every two years during odd-numbered years. The system historically has used competitive sales for the issuance of its revenue bonds.

The system office also requires the selected advisor to provide related financial advising services, including (but not limited to) annual arbitrage rebate calculations and reporting, continuing disclosure reporting, post-bond sale compliance, debt capacity studies, financial forecasts, and similar transactional and consultative work in support of the revenue fund program.

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

Accordingly, the system shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in the system office’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. The system office 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 the system office. This RFP shall not obligate the system office 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.
Definitions

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

**Financial Advisor:** Firm that will provide financial advisory services for the issuance of revenue bond debt and related obligations in support of debt issuances.

**Minnesota State:** State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the Minnesota State system office.

**Minnesota State system office:** The central system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota.

**Municipal Advisor:** A person (who is not a municipal entity or an employee of a municipal entity) that: (1) provides advice to or on behalf of a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues; or (2) undertakes a solicitation of a municipal entity.

**Owner:** The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of the Minnesota State system office.

**Responder/Respondent:** A firm who may reply to this RFP.

**Vendor:** The firm selected by Minnesota State as the successful Responder responsible to execute the terms of a contract.

Scope of Services

The selected vendor shall be expected to provide financial advisory services to the individuals responsible for administering the system’s revenue fund. Vendor shall be asked to provide ongoing financial advisory services, such as the following:

A. **Non-Debt Issuance Services**
   1. Annual arbitrage rebate calculations and reporting
   2. Continuing disclosure reporting
   3. Post-Bond Sale Compliance
   4. Debt management plans
   5. Project feasibility analysis
   6. Cash flow analysis and cash flow modeling
   7. Debt capacity studies for revenue fund projects and programs
   8. Credit analysis and evaluation
   9. Development of financial policies

B. **Revenue Fund Debt Issuance**
   1. Review legal, financial, economic, or other documents and information necessary for the Vendor to advise Minnesota State in planning, structuring and otherwise completing the Issue to be undertaken.
2. Upon the request of Minnesota State, the Vendor will prepare a plan of finance, which in some circumstances may be referred to as a "Presale Analysis", which includes, but may not be limited to the Vendor’s advice to Minnesota State regarding:
   a. The conduct of an issue
   b. An analysis of funding requirements
   c. Analysis and recommendation of funding Issue alternatives
   d. Plan for marketing one or more issues
   e. Analysis and recommendations concerning the method of sale (comp, neg, pp)
   f. Security features
   g. Call provisions
   h. Credit rating
   i. Credit enhancement
   j. Use of reserves and the funding thereof
   k. Interim or other short-term issues,
   l. In consultation with bond counsel, analysis of federal tax implication on the Issue
   m. Other such matters which Minnesota State and Vendor agree should be included in the plan of finance.

3. Develop financing timetables to identify the responsibilities of each participant in the transaction and permit sufficient time for review of all disclosure materials by system office staff.

4. Prepare or assist in the preparation of legal and financing documents which authorize or otherwise aid in the completion of the Issue including but not limited to:
   a. Ordinance or resolution which authorized the Issue
   b. The mortgage and security assignments
   c. Bond Purchase Agreement (if negotiated sale)
   d. Official Statement or other disclosure document
   e. Bid Form (if competitive sale)
   f. Notice of Sale and bidding terms
   g. Request for credit rating
   h. Information provided to the Board of Trustees
   i. Reports to constituents or other interested parties
   j. Post-sale analysis which documents the results of sale, market conditions at the time of the sale, and comparable results of issues in the market

5. Advise on rating agency matters and strategies for agency meetings including the preparation of material in final form for inclusion in a briefing book for agency visits, scheduling of meetings, identification and background of rating agency personnel and a synopsis of their likely concerns, and potential questions and answers.

6. Assist Minnesota State in selecting and managing other service providers necessary to conduct the Issue, which may include:
   a. Underwriters
   b. Verification agents
   c. Remarketing and private placement agents
   d. Trustee
   e. Paying agent
f. Printer
g. Credit enhancement providers
h. Feasibility consultants, and
i. Other such professionals as requested by Minnesota State

7. The Vendor will prepare and maintain:
   a. Time schedule
   b. Cost of issuance budget,
   c. List of participants
   d. And take such actions as desired by Minnesota State to efficiently manage the
      issue in order to meet Minnesota State’s objectives

8. For an issue sold by competitive sale the Vendor will:
   a. Help prepare and review material for the Preliminary and Official Statements
      and other offering documents.
   b. Arrange for the advertisement of the sale
   c. Mail the official statement and bidding documents to potential bidders
   d. Contact potential bidders to solicit bids
   e. Attend the bid opening
   f. Evaluate the bids received
   g. Recommend appropriate action for Minnesota State
   h. Notify bidders and other parties of the results of the sale

C. Other General Services as Requested

1. The Vendor and Minnesota State shall agree on the specific scope of a service and the
   appropriate compensation prior to the Vendor beginning work on any project, but under
   no circumstances shall this contract include actual debt issuance.

Selection Process

The selection process includes the Associate Vice Chancellor for Facilities; System Director, Capital
Planning and Analysis; Revenue Fund Financial Manager; Revenue Fund Accountant; and the Vice-
Chancellor for Finance and Facilities/Chief Financial Officer. Minnesota State reserves the right to modify
the selection process group as circumstances warrant. This group will evaluate the proposals and make
the final decision.

Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DAY</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP advertisement</td>
<td>Tuesday</td>
<td>July 5, 2022</td>
<td></td>
</tr>
<tr>
<td>RFP Questions due</td>
<td>Tuesday</td>
<td>July 12, 2022</td>
<td>4:00pm</td>
</tr>
<tr>
<td>RFP Addendum posted</td>
<td>Thursday</td>
<td>July 14, 2022</td>
<td>--</td>
</tr>
<tr>
<td>Deadline for RFP</td>
<td>Thursday</td>
<td>July 28, 2022</td>
<td>2:00pm</td>
</tr>
<tr>
<td>Planned selection</td>
<td>Tuesday</td>
<td>August 9, 2022</td>
<td>--</td>
</tr>
<tr>
<td>Planned contract execution</td>
<td>Thursday</td>
<td>September 15, 2022</td>
<td>--</td>
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</tbody>
</table>
An interview would occur on or about \textit{Tuesday, August 2, 2022} if requested by the system office. If the Owner and the vendor are unable to negotiate and sign a contract by \textit{September 15, 2022}, the Owner reserves the right to seek an alternative vendor.

\textbf{Questions Regarding This Project}

The system office’s agent for purposes of responding to inquiries about the RFP is:

- **Name:** Brian Yolitz
- **Title:** Associate Vice Chancellor for Facilities
- **E-mail address:** Brian.yolitz@minnstate.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and the system office shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and his/her telephone number and/or e-mail address. Anonymous inquiries will not be answered. If appropriate, a change responding to questions or clarifications may be issued by the system office in the form of addenda to the RFP.

All addenda items will be posted at http://www.minnstate.edu/vendors/index.html.

\textbf{Contract and Pricing Structure}

The successful Respondent will be required to meet all the terms and conditions and execute the most current Minnesota State \textit{Professional or Technical Services Contract} and a copy of the Respondent’s Professional/Technical Certificate of Insurance - Example (CC.20). A sample of such contract is attached to this RFP. The length of such initial contract(s) shall be five (5) years with an option to extend for an additional five (5) years.

Questions or concerns about the contract should be raised during the RFP stage when all Respondents can see the clarification.

\textbf{Pricing Structure}

A. For non-debt issuance, general financial advising work, Minnesota State seeks vendor’s description of their proposed compensation structure, including hourly rate sheets. For illustration purposes, the vendors may be expected to coordinate arbitrage calculations, continuing disclosure filings and prepare annual debt capacity studies for campuses currently participating in the revenue fund.

B. For debt issuance work, Minnesota seeks the cost structure by debt series size (e.g. $xxxx per million dollars), including the scope of services included in the price for debt issuance work.

\textbf{Parties to the Contract}

Parties to this contract will be the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the system office and the successful vendor.
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 the system office and the CONSULTANT. Prices and terms of the proposal as stated must be valid for the length of the resulting contract.
SECTION II. VENDOR REQUIREMENTS

Minimum qualifications

To be considered for this contract, a firm must have served as the primary financial advisor to a minimum of five colleges or universities and/or large governmental issuers within the past three years. Experience with Minnesota issuers is desirable, but not mandatory.

The advisor must be independent. During the term of this contract for financial advisory services the selected firm, as was well as its parent, its subsidiaries, and its affiliates (if any) may not, without the prior written consent of Minnesota State:

1. Be an underwriter or member of an underwriting syndicate for the financing transaction upon which the selected firm has advised Minnesota State; and
2. Engage in other activities (such a fee splitting or paying finders’ fees) that could present a real or perceived conflict of interest with the duties under the contract.
SECTION III. RESPONSE CONTENTS AND EVALUATION

Content of Proposal

The proposals should be presented in a clear and concise manner, yet include sufficient detail to enable evaluation of the firm’s suitability for the assignment and probability of success. Firms with multiple offices may utilize expertise from more than one office in their proposal. Each proposal should be limited to 25 pages, exclusive of attachments. While the overall format is at the discretion of the respondents, each proposal should contain at a minimum, the following information:

- Provide an overview of the firm’s history in the Municipal Advisor profession.
- Describe the organization of the firm and the range of services it provides, its underlying philosophy or mission statement as a Municipal Advisor consultant, and any organizational aspects that uniquely qualify the firm for this assignment.
- Describe the firm’s relevant Municipal Advisor service experience with higher education.
- Identify and provide credentials of the partner who will assume primary responsibility for providing services to the Board, and provide the telephone/fax number and e-mail address of the firm’s principal contact. Also identify and provide credentials of a secondary contact should the primary be unavailable.
- List the personnel, including name, title, and resume, who would be assigned to work for the Board and describe the role that each individual will play. Indicate specifically the previous higher education financing or other tax-exempt financing experience of staff that would be assigned to the Board.
- List senior staff hires and departures over the last three years. For departures, indicate the reasons.
- Provide the following information for other higher education tax-exempt and taxable issues the firm has been involved with over the last year. For each issue list:
  - Date and size of issue
  - Method of financing/type of security
  - Private placement or public offering
  - Purpose of offering
  - Name of principal individual in the firm assigned to the project
- Describe the firm’s experience with tax-exempt bonds, master leases, energy performance contracts, and other alternative financing mechanisms.
- Describe the firm’s experience or familiarity with Minnesota laws and the governing statutes, relating to the Board’s revenue bonding authority.
- Describe the firm’s familiarity with federal law and tax laws applicable or potentially applicable to financings by the Board, such as the new Issue Price Rules.
- Describe the firm’s working relationships with bond counsels, underwriters, bond rating agencies, and other critical financing participants.
- Describe the firm’s expertise in appraising market conditions the Board should consider in its timing or structure of financing.
- Describe the firm’s experience with competitive bidding for public entities and fixed-rate financing.
• Describe the process that would be used for review and assessment of existing Board bond policies and procedures, and recommendations on appropriate financing strategies.
• Certify that the firm is an independent advisor, without involvement in underwriting or trading of municipal securities, and has no conflict of interest or potential conflict of interest in serving as the Board’s Municipal Advisor.
• Indicate whether, within the last five years, your organization, or any one of its officers or principals, has been involved in any business litigation or other legal proceedings relating to its consulting activities. If so, provide an explanation and indicate the current status or disposition.
• Detail the scope of services to be provided and identify any additional services beyond those described in your proposal that your firm would provide as Municipal Advisor to the Board.
• Detail the proposed fee structure for fixed rate bonds, including expenses. State whether the firm would charge for Municipal Advisor services in the event that a proposed bond issue or other financing was not sold successfully. The proposal should state separately the maximum fees for fixed rate sales up to a $100 million in increments of $5 million.
• Identify any other costs, including reimbursable costs, that would be involved in issues of these sizes (e.g., printing and reproduction costs), including out-of-pocket costs of the firm. Indicate specifically all costs not included within the base fee structure, stating explicitly any costs expected to be borne by the Board. Provide an alternative hourly rate of charge structure for professional services.
• Provide a list of current clients that may be contacted as references.
• Provide the names of all clients who have terminated your firm’s services as Municipal Advisor in the last three years. In each case, detail the reason for termination.
• Include any other relevant information the Board should consider in evaluating the Municipal Advisor’s qualifications.

Information provided in response to this Request for Proposal will be considered confidential by the Board throughout the selection process, to the extent permitted by law. The Board expressly reserves the right to reject any or all proposals received and to waive any irregularities or informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any firm.

Response Evaluation

Minnesota State is seeking to select an advisor that will provide financial advising services in the overall best interests of the system. The selection team will screen the written proposals. Finalists may be invited to participate in an interview. Minnesota State reserves the right to select more than one financial advisor or to form financial advisory teams. The Vendor’s submission of a proposal constitutes its acceptance of the evaluation technique and recognition and acceptance that subjective judgments will be used by the committee during the evaluation process.

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

1. Documented relevant qualifications, experience, capabilities (both financial and professional) and references, and, if applicable, past performance with Minnesota State or other higher education, state or municipal clients.
   • Overall quality of the firm’s proposal as an indicator of its probability for success.
• Quality of accomplishments as represented by examples of participation in creative financing approaches, improved bond ratings, legislative initiatives, etc.
• Relevant Municipal Advisor experience with higher education and the public sector.
• Indication that the firm has a broadly based background and is therefore capable of balancing the Board’s overall needs for continuity and innovation in debt financing.
• Professional qualifications and experience of principal employees who will work for the Board.

2. Respondent’s plan for providing services to Minnesota State, focusing specifically on the team members being assigned to provide the service
   • Strong client service orientation and effective performance as demonstrated by references from current clients.
   • Experience and demonstrated success as indicated by its listing of current major clients.
   • The firm’s professional reputation for integrity and compliance with state and federal law.
   • Respected by and maintains strong working relationships with bond rating agencies, underwriters, and other industry professionals.

3. Degree of completeness of response to specific requirements of the RFP

4. Cost to the university providing all service requirements as set forth in this RFP.
   • Consideration will be given to the proposed fee structure and estimated costs, but price will not be the sole determining factor.

Finalists may be invited to participate in an interview. The system office reserves the right at its sole discretion to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. The system office will enlist its best efforts to reach a decision by a date certain, but cannot guarantee specific timelines. Minnesota State intends for its evaluation and selection to be completed by the date identified in the Selection and Implementation Timeline above.

Rejection of Proposals

Proposals shall be rejected and not reviewed for any of the following reasons:

1. Proposal is not received timely
2. Bidder fails to respond to any part of this RFP or does not provide information in the required format
3. Proposal is not signed by authorized representative of the bidder
4. Financial insolvency of the bidder
5. A proposal may be rejected if it is determined that a vendor’s ability to work with the existing infrastructure will be too limited or difficult to manage.
SECTION IV. ADDITIONAL RFP RESPONSE & CONTRACT

Requirements

Rights Reserved
Notwithstanding anything to the contrary, the Minnesota State Colleges and Universities, or the system office reserves the right to:

1. Cancel the Request for Proposals at any time with no cost or penalty to the State.
2. Reject any and all responses received in response to this RFP;
3. Disqualify any Responder whose submittal fails to conform to the requirements of the RFP;
4. Duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the RFP;
5. Select for contract or for negotiations a Proposal other than that with the lowest cost or the highest evaluation score;
6. Negotiate as to any aspect of the Proposal with the selected Responder;
7. Extend the contract, not to exceed a total contract term of five (5) years;
8. Change any provisions in this RFP by posting Addenda on the Minnesota State website; and
9. Waive any non-material deviations from the requirements and procedures of this RFP and waive informalities contained in the RFP.

All costs incurred in responding to this RFP will be borne by the Responder. This RFP does not obligate the Owner to award a contract or complete the project, and the Owner reserves the right to cancel the solicitation if it is considered to be in its best interest.

Insurance Requirements
By submission of a proposal, Responder certifies that it is in compliance with all insurance requirements specified in Section 21 of the Professional or Technical Services Contract example contract, posted with this RFP. The selected vendor will be required to maintain and furnish satisfactory evidence of insurance for the duration of the contract. A sample insurance certificate (CC.20) can be found on Minnesota State - eManual Version 2.0 for Vendors.

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.
Attachment 1: Affidavit of Non-Collusion
All respondents shall complete Attachment A and submit with their response to this request for qualifications.

Attachment 2: Workforce and Equal Pay Declaration Page
By the authority in Minn. Stat. Stat. §363A.36 and Minn. R.5000.3400 - 5000.3600, responders with a contract estimated to be in excess of $100,000 are required to complete the Minnesota Department of Human Rights Workforce and Equal Pay Declaration Page and submit their Workforce Certificate prior to executing a contract.

A Workforce Certificate requires vendors and contractors to actively work to hire, train, promote, and retain people of color, Indigenous people, women, and/or people with disabilities to ensure that Minnesota’s workforce reflects Minnesota’s demographics. Requirements for a Workforce Certificate can be found on the Minnesota Department of Human Rights web page Workforce Certificates / Minnesota.gov (mn.gov).

By the authority in Minn. Stat. §363A.44, responders with a contract estimated to be in excess of $500,000 are required to complete the Minnesota Department of Human Rights Workforce and Equal Pay Declaration Page and submit their Equal Pay Certificate prior to executing a contract.

An Equal Pay Certificate requires employers to pay men and women equal wage for equal work. Requirements for an Equal Pay Certificate can be found on the Minnesota Department of Human Rights web page Equal Pay Certificate / Minnesota.gov (mn.gov).

Responders should select the first box (example shown below) when completing the form.

☐ Businesses executing a contract with State or Metropolitan agencies in excess of $100,000 (Workforce Certificate) and/or $500,000 (Equal Pay Certificate)

Attachment 3: Not used
Attachment 4: Preference Form
In accordance with M.S. 16C.16, the basis of award is that eligible certified targeted group (T.G.) vendor and certified economically disadvantaged (E.D.) vendor will receive a six percent (6%) preference. Preference will only be allowed if the vendor is certified prior to the scheduled submittal date.

Attachment 5: Veteran/Service Disabled Veteran-Owned Preference Form
In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs’ Center for Veteran Enterprises (CVE Verified) (prior to the solicitation opening date and time) will receive a preference in the evaluation of its proposal (consistent with RFP Section IV., Selection Criteria). Eligible veteran-owned small businesses include CVE verified, certified small businesses that are majority-owned and operated by veterans (pursuant to Minnesota Statute §16C.16, subd. 6a). Information regarding CVE verification may be found at http://www.vip.vetbiz.gov.
Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation per the form, will be given the preference.

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 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 CONSULTANT 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 the rights of Minnesota State.

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 the system office.

The vendor shall recognize the sole and exclusive right of Minnesota State 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 the system office from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the “Authorized Representative” to be identified in the contract.
SECTION IV. RFP RESPONSE

Submission

By submitting a response to the RFP for this project, your firm commits to the schedule and to dedicating the required staff for the duration of the project.

Format

The format shall be a maximum of 25 pages (faces), not counting the cover, cover letter, signature page, index, section divider tab sheets, and required Attachments.

Responding

Electronic proposals in PDF format must be received via email at the following address no later than 2:00 p.m. CT on Thursday, July 28, 2022:

Name: Michelle Gerner
Title: System Director, Capital Planning & Analysis
Email address: michelle.gerner@minnstate.edu

The responder shall submit via email one [1] electronic copy of its RFP response in PDF format.

Proposals received after this date and time will be rejected.
Thank you!

Minnesota State

30 East 7th Street, Suite 350 | St. Paul, MN 55101-7804
651-201-1800 | 888-667-2848
www.MinnState.edu

This document is available in alternative formats to individuals with disabilities.

To request an alternate format, contact Human Resources at 651-201-1664.

Individuals with hearing or speech disabilities may contact us via their preferred Telecommunications Relay Service.

Minnesota State is an affirmative action, equal opportunity employer and educator.
ATTACHMENT 1

Affidavit of Noncollusion
State of Minnesota
Request for Proposals

Firm Name: __________________________

Instructions: Please return your completed form as part of the Response submittal.

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 Proposals 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 Proposals, 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.

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

Authorized Signature
Responder
Firms Name: _________________________________________________________________________________
Print name of Authorized Representative ___________________________________ Title: _____________________________
Authorized Signature ________________________________________ Date _____________________________ (mm/dd/yyyy)

Notary Public
Subscribed and sworn to before me this:
_______ day of ________________________, _________

________________________________________________
Notary Public signature

________________________________________________
Commission Expires (mm/dd/yyyy)
Workforce and Equal Pay Declaration Page

This form is required for all businesses executing government contracts under the following:

Select one:

☐ Businesses executing a contract with State or Metropolitan agencies in excess of $100,000 (Workforce Certificate) and/or $500,000 (Equal Pay Certificate)

☐ Businesses executing a contract with University of Minnesota for general obligation bond funded capital projects in excess of $100,000 (Workforce Certificate) and/or $500,000 (Equal Pay Certificate)

☐ Businesses executing a contract with Political Subdivisions for general obligation bond funded capital projects in excess of $250,000 (Workforce Certificate) and/or $1,000,000 (Equal Pay Certificate)

Select all that apply:

We are a Certificate holder:

☐ Workforce Certificate under the name: ________________________________

☐ Equal Pay Certificate under the name: ________________________________

We are applying/have applied for the following certificate(s):

☐ Workforce Certificate Application date (MM/DD/YYYY): ______________

☐ Equal Pay Certificate Application date (MM/DD/YYYY): ______________

We are Exempt:

☐ We attest to MDHR that we have not employed 40 or more employees on a single day in the last 12 months. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status.

Business Information

<table>
<thead>
<tr>
<th>Vendor/Supplier ID</th>
<th>Business Name</th>
<th>Name of Contracting Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Signatory Name</td>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>Signature</td>
<td>Email</td>
<td>Phone</td>
</tr>
</tbody>
</table>

For assistance with this form, email the Minnesota Department of Human Rights Compliance.MDHR@state.mn.us

Rev. 2/17/2022
STATE OF MINNESOTA
MINNESOTA STATE PREFERENCE FORM

In accordance with M.S. 16C.16, the basis of award is that eligible certified targeted group (T.G.) prime Bidders and certified economically disadvantaged (E.D.) prime Bidders will receive a six percent (6%) preference. Preference will only be allowed if the Bidder is certified prior to the scheduled bid opening. Both the targeted group (T.G.) preference and the economically disadvantaged (E.D.) preference are applied only to the first $2,000,000 of the bid. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract. Bidders interested in becoming a certified vendor or to verify their T.G. eligibility and certification or E.D. certification, should refer to the state of Minnesota, Department of Administration, Office of Equity in Procurement Division website at https://mn.gov/admin/business/vendor-info/oep/sbcp/, or call the division’s help line at (651) 296-2600. The Bidder shall designate their company’s status in below.

**ARE YOU A CERTIFIED, TARGETED GROUP PRIME CONTRACT BIDDER?**
___Yes ___No

**ARE YOU A CERTIFIED, ECONOMICALLY DISADVANTAGED PRIME CONTRACTOR?**  ___Yes ___No

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time to be awarded the targeted group or economically disadvantaged preference.**

**Claim the Preference**

By signing below I confirm that:

My company is claiming targeted group or economically disadvantaged preference afforded by Minn. Stat. § 16C.16. By making this claim, I verify that:

- The business has been certified by the Office of Equity in Procurement as being a targeted group (T.G.) or an economically disadvantaged (E.D.) business.

| Name of Company: | _____________________________ | Date: | _____________________________ |
| Authorized Signature: | _____________________________ | Telephone: | _____________________________ |
| Printed Name: | _____________________________ | Title: | _____________________________ |

Attach a copy of your firm’s letter indicating certification by the Office of Equity in Procurement and sign and return this form with your solicitation response to claim the TG/ED preference.
Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the state will award a 6% preference 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) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

ARE YOU A CERTIFIED, VETERAN OWNED OR DISABLED VETERAN OWNED SMALL BUSINESS PER EITHER REQUIREMENT ABOVE?  

___Yes ___No

Name of Company:  _____________________________

Authorized Signature: _____________________________

Statutory requirements and appropriate documentation must be met by the solicitation response due date and time to be awarded the veteran-owned preference.

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:

• The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

• 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 or service-disabled 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.

Information regarding certification by the United States Department of Veterans Affairs may be found at:  
https://www.va.gov/osdbu/
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.

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

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

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

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

   i. **Compensation** of [INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g. Fifty and 00/100 Dollars ($50.00) for eighty (80) hours. EXPLAIN HOW THE CONTRACTOR WILL BE PAID 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 an authorized representative of Minnesota State.
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 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.]

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. 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.

   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 the failure of Minnesota State 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 the obligation or responsibility of Minnesota State.

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 an authorized representative of Minnesota State.

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 an authorized representative of Minnesota State.

   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 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.

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. **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.

20. **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 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.
b. 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:
   i. 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;

   ii. 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.;

   iii. 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

   iv. any other laws or regulations concerning the protection and security of cardholder data.

c. Contractor affirms it has performed the necessary steps to validate its PCI DSS compliance.

d. 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.

e. 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.

f. 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.

g. 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.
h. 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.

i. If Contractor uses secondary service provider(s) for system implementation, integration, management, support or other services, Contractor will provide to Minnesota State:
   i. The current status of the secondary service provider’s PCI DSS compliance status, and evidence of its most recent validation of compliance.
   ii. Full documentation, including but not limited to data flow, network segmentation, hardware, application diagrams, and narratives for any point-to-point Encryption implementation; and
   iii. 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.

j. 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.

k. 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.

l. 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.
21. **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]

a. Contractor shall submit an **ACORD Certificate of Insurance** to an authorized representative of Minnesota State prior to execution of the Master Contract.

b. Contractor shall maintain and furnish satisfactory evidence of the following:

   i. **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.

   ii. **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.

iii. **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

c. **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.

d. 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.

e. 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.

22. COVID-19 VACCINATION/TESTING REQUIREMENTS

a. Applicability. This section applies to vendors, Contractors, or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with Minnesota State employees, students, or members of the public; and outdoor with substantial and/or regular in-person, non-socially distanced with Minnesota State employees, students, or members of the public (“Covered Individuals”).

b. Requirements. In accordance with HR/LR Policy #1446 Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

c. Compliance. Contractor is responsible for the following:
   i. Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;
   ii. Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;
iii. Monitoring test results and ensuring that Covered Individuals with positive test results do not access Minnesota State workplace to perform contractual services until the Covered Individual has been medically cleared; and

iv. Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in the requirements above.

d. Reporting. Upon request, Contractor shall provide Minnesota State with documentation demonstrating compliance with these requirements. Vendors shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

23. [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.

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 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 from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to Contract execution.

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.

24. **[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.

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 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.

24. **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.
event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.

25. **OTHER PROVISIONS.**

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

   The rest of this page intentionally left blank. Signature page to follow.
[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]

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

APPROVED:

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

   By (authorized signature and printed name)  
   Title  
   Date

   By (authorized signature and printed name)  
   Title  
   Date

2. **VERIFIED AS TO ENCUMBRANCE:**
   Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

   By (authorized signature and printed name)  
   Title  
   Date

3. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**
   [INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]:

   By (authorized signature and printed name)  
   Title  
   Date

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

   Minnesota State Professional/Technical Services Contract  
   Revised January 2022 / OGC 01202022
<table>
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CERTIFICATE LIABILITY INSURANCE
PROFESSIONAL/TECHNICAL CONTRACTS

PRODUCER

Agent/Broker Name & Address

INSURED

Contractor/Vendor Name & Address

INSURERS AFFORDING COVERAGE

Date Cert. Typed

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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COVERAGES

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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- Board of Trustees of Minnesota State Colleges and Universities and its officers and members are named as an Additional Insured to the extent permitted by law, on a primary and non-contributory basis for both ongoing and completed operations under Commercial General Liability, Umbrella or Excess Liability, and *Pollution Liability.
- Insurance companies waive any rights to assert the immunity of the state as a defense.
- A waiver of subrogation applies in favor of the certificate holder on all policies listed above.

CERTIFICATE HOLDER

X ADDITIONAL INSURED; INSURER LETTER: __

CANCELLATION

SHOULD ANY OF THE ABOVE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Name of College, University or Minnesota State system office
Street Address
City, State, & Zip Code
See solicitation (RFB, RFQ or RFP) for name & address