MINNESOTA STATE COLLEGES AND UNIVERSITIES

SYSTEM OFFICE

REQUEST FOR PROPOSAL (RFP)
FOR
INTERNAL AUDITING SERVICES
REQUEST FOR PROPOSAL (RFP)
FOR INTERNAL AUDITING SERVICES

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Notice

This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system, its Board of Trustees or Minnesota State to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed.

Minnesota State also reserves the right to waive minor informalities and reserves the right to:

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

Any decision to cancel or reject any and all proposals is in Minnesota State’s sole discretion. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the Vendors and Suppliers at Minnesota State page. Vendors should check the site daily for updates (e.g. amendments, responses to questions) and are expected to review information on the site carefully before submitting a final proposal. Such changes or updates above constitutes written notice to each vendor.

A separate Request for Proposals is also being issued for external auditing services. Vendors may submit proposals for both RFPs, but Vendors can only be chosen for one body of work.

Definitions

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

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the SYSTEM OFFICE.
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 55101.

Co-Sourced: The internal audit function is carried out by both Minnesota State’s Office of Internal Auditing and an externally hired internal audit service provider. Co-sourcing allows for the Office of Internal Auditing to work with a contracted auditing firm to provide internal audit services.

Supplier Diversity Program: Minnesota State created the Supplier Diversity program to foster partnerships with historically under-utilized businesses and ensure that diverse suppliers are given equal opportunities to provide goods and services system-wide.

Targeted Group Business (TGB): A business that is at least 51% owned and operated by a woman or racial minority.

Minority-Owned Business Enterprise (MBE): Independent business which is at least 51% owned and operated by one or more minority group member (citizen of the United States or permanent resident who is Black, Hispanic, Asian, or American Indian).

Women-Owned Business Enterprise (WBE): Independent business which is at least 51% owned and operated by one or more women.

Economically Disadvantaged (ED) Business and Individuals: Independent business which must be located (or the owner must reside) in an Economically Disadvantaged Area in Minnesota.

Veteran-Owned Business Enterprise (VO): Independent business which is at least 51% owned and operated by a veteran or service-disabled veteran as determined by the Minnesota Department of Veterans Affairs

About Minnesota State

Minnesota State Colleges and Universities is the third-largest system of two-year colleges and four-year universities in the United States. Minnesota State is comprised of 26 community and technical colleges and seven universities with 54 campuses located in 47 Minnesota communities. Minnesota State serves approximately 300,000 students each year and employs more than 15,000 dedicated faculty and staff focused on student success. Minnesota State is an independent state entity that is governed by a 15-member Board of Trustees. For more information about the colleges and universities of Minnesota State, please view its website at www.minnstate.edu
Authority

This RFP is undertaken by Minnesota State (hereinafter “Minnesota State”) pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws. Minnesota State will select the vendor whose proposal, and oral presentation if requested, demonstrate in its sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost-effective manner. Minnesota State reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary to serve the best interests of Minnesota State. This RFP does not obligate Minnesota State 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.

Project Overview

Minnesota State’s system office is requesting proposals to provide co-sourced strategic internal auditing services. More specifically, Minnesota State requires a supplemental internal audit co-sourcing arrangement with an established rate structure.

This request for proposals seeks to acquire co-sourced internal auditing services from an independent accounting firm duly licensed to practice in the State of Minnesota, pursuant to Minnesota Statutes § 326A.05, or a similarly qualified government agency.

Internal auditing services will require the following:

- The work or services require specialized skills and deep industry knowledge.
- The types of services and work requested may include but are not limited to, operational, financial, information technology, compliance audits, risk assessments, fraud investigations, advisory and consulting, program evaluation, data analytics, and professional training.
- Work assigned will be for variable hours and levels of internal audit work and will be completed under the overall direction of the Chief Audit Officer or designee.
- Work requested may be for individual staff to supplement Minnesota State’s internal audit team or for specific projects staffed and led by the vendor.
- Personnel assigned to this work will have the appropriate level of skills and experience to perform the engagement.
- Vendor will be available for weekly project status updates with internal audit staff.
- The co-sourcing vendor will be responsive, act with speed and flexibility, and be able to quickly handle changes in priorities.
- Sub-contracting or assignment of any of this work is not allowed without the express written consent of the Chief Audit Officer, and in accordance with contract terms.
- The vendor will share industry knowledge and best practices with Minnesota State.
• All work will be performed in compliance with the International Standards for Internal Auditing.

This request for proposal does not obligate the Minnesota State to complete the proposed project and Minnesota State reserves the right to cancel the solicitation if it is considered to be in its best interest.

**RFP Information Contact**

An authorized representative of Minnesota State for purposes of responding to inquiries about the RFP is:

- **Name:** Amy Jorgenson
- **Title:** Chief Audit Officer
- **Address:** 30 East 7th Street, Suite 350, St. Paul, MN 55101
- **Telephone:** 651-201-1768
- **E-mail address:** amy.jorgenson@minnstate.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Minnesota State shall not be bound by and vendors 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, fax number and/or e-mail address. Anonymous inquiries will not be answered.

All substantive responses to vendor queries will be made available to all vendors and prospective vendors by posting on the [Vendors and Suppliers at Minnesota State page](#). Note that both questions and answers will be posted on the RFP website and anonymous questions will not be answered. Questions must include the name of the questioner, as well as a phone number and e-mail address for confirmation.

**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 Minnesota State and the vendor.

Prices and terms of the proposal as stated in the proposal must be valid for the length of the resulting contract.
Minnesota State Terms and Conditions

This RFP includes and incorporates Terms and Conditions. Vendors should be aware of the terms and conditions in preparing responses to this RFP. Much of the language reflected in any resulting contract with Minnesota State is required by statute. If the vendor takes exception to any of the language in the terms and conditions, they must indicate those exceptions in their response to the RFP; certain exceptions may result in their proposal being disqualified from further review and evaluation. Only those exceptions indicated in their response to the RFP will be available for discussion or negotiation. The Minnesota State Terms and Conditions for the Office of Internal Auditing’s RFPs is available on the Vendors and Suppliers at Minnesota State page.

Authorized Signature

The proposal must be completed and signed in the Vendor’s name or corporate name of the vendor and must be fully signed by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>Key Dates</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 27, 2022</td>
<td>Publish RFP notice to Vendors and Suppliers at Minnesota State website</td>
</tr>
<tr>
<td>October 24, 2022</td>
<td>Deadline for vendors to submit clarifying questions</td>
</tr>
<tr>
<td>October 31, 2022</td>
<td>Publish responses to RFP questions</td>
</tr>
<tr>
<td>November 9, 2022</td>
<td>Deadline for RFP proposal submissions</td>
</tr>
<tr>
<td>Week of November 28th or December 5th</td>
<td>Possible Oral presentations by selected vendors</td>
</tr>
<tr>
<td>January 24-25, 2023</td>
<td>Recommend vendor finalist to the audit committee.</td>
</tr>
<tr>
<td>January 25, 2023</td>
<td>Vendor notified and contract negotiations begin.</td>
</tr>
<tr>
<td>March 21-22, 2023</td>
<td>Request contract approval from Minnesota State Board of Trustees at Board Meeting</td>
</tr>
<tr>
<td>April 28, 2023</td>
<td>Anticipated contract execution completed</td>
</tr>
</tbody>
</table>

Minnesota State reserves the right to not award a contract. The dates noted above are estimates but are reasonable for the purposes of presenting deadlines.
Contract Term

Minnesota State desires to enter into a contract with the successful vendor July 1, 2023, or on the date the last required signature is obtained, whichever occurs later. The length of such contract will be five (5) YEARS. If Minnesota State and the vendor are unable to negotiate and sign a contract by April 28, 2023 then Minnesota State reserves the right to seek an alternative vendor.

Proposal Deadline

Submitted proposals must be received at the following address not later than Wednesday, November 9, 2022 at 4:00 p.m.:

Institution: Minnesota State Office of Internal Auditing
Name: Amy Jorgenson
Title: Chief Audit Officer
Mailing Address: 30 East 7th Street, Suite 350, St. Paul, MN 55101

Format of Proposals and Submission

The vendor shall submit six (6) printed copies of its RFP response and one (1) copy on digital media with the RFP response in Microsoft Word format. Proposals are to be sealed in mailing envelopes or packages with the vendor’s name and address clearly written on the outside. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Proposals received after the Proposal Deadline date and time will not be considered. Fax, mail, and e-mail responses will not be considered. Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of “white out” is considered an alteration.
Proposal Content

Proposals should be thorough and as detailed as possible to allow Minnesota State to properly evaluate the Vendor’s capabilities and approach toward providing the required services.

Vendors must submit the following information:

1. **Adherence to Minnesota State Terms and Conditions:** A statement of the objectives, goals, and tasks to show or demonstrate the vendor’s view and understanding of the nature of the contract.

2. **Work Plan:** A description of the deliverables to be provided by the vendor along with a detailed work plan that identifies the major tasks to be accomplished and be used as a scheduling and managing tool, as well as the basis for invoicing.

3. **Thought Leadership:** A description of the capacity to provide thought leadership, as well as to assist in moving Minnesota State Internal Audit further along a maturity model for strategic planning and reporting a balanced scorecard.

4. **Workday Enterprise Resource:** Minnesota State is in the final stages of planning for an Enterprise Resource Planning (ERP) system conversion to Workday. Include the vendor’s experience with information technology environments, including any system replacements or conversions. Vendors should explicitly indicate their experience with Workday Enterprise Resource implementations. Indicate the number of institutions the vendor has assisted with Workday implementation.

5. **Qualifications of Vendor and its Personnel:** A description of the vendor’s specialty areas and the size of the organization, including the number of staff at each level. Describe the vendor’s location and organizational structure. Provide an outline of the vendor’s background and experience with examples of similar work done by the vendor and a list of key personnel who would conduct the projects, with details on training and work experience. Include a factual statement of independence from Minnesota State activities. No change in key managerial or supervisory personnel assigned to the project will be permitted without the approval of the Minnesota State Chief Audit Officer or Vice Chancellor – Chief Financial Officer.

6. **External Quality Assurance Review:** Evidence of successful completion of an external quality assurance review as required by the Minnesota State Board of Accountancy.

7. **Co-sourcing Experience:** A description of the nature and extent of the vendor’s expertise providing co-sourcing services to clients similar to Minnesota State.

8. **Higher Education Experience:** A description of the number of higher education institutions with which the vendor has had contractual relationships.

9. **Diversity, Equity and Inclusion:** An explanation of the vendor’s capability to provide specialized knowledge for diversity, equity and inclusion programs, including measuring progress on stated goals, identifying areas for improvement of stated goals, and proposing frameworks for this type of work. Provide detailed examples of the objectives.
and scope of DEI projects completed for higher education institutions.

10. Data Analytics: A description of the depth of expertise the vendor has in providing data analytics to enhance internal auditing services, including designing, developing, and implementing data analyses for meeting specific engagement objectives and providing, in the broadest sense, ad hoc data analytics advisory services to address control and process weaknesses and data mining for outlier information. Provide detailed examples of the objectives and scope of data analytics projects completed for higher education institutions.

11. Information Technology/Cyber Security: An explanation of the vendor’s capability to provide specialized information technology, cybersecurity, and data security and privacy expertise, or conducting assessment and advisory services in these areas. Provide detailed examples of the objectives and scope of cyber security projects completed for higher education institutions.

12. Audit Assurance Services: An explanation of the vendor’s capability to provide internal audit assurance services in areas such as information technology, finance, compliance, and operations.

13. Risk Assessments: An explanation of the vendor’s capability and experience in performing risk assessments, including enterprise risks, finance risks, general technology risks, information security risks, fraud risks, compliance risks, and operations risks in higher education.

14. Consulting and Advisory Services: An explanation of the vendor’s capability of and past experience with providing consulting and advisory services in higher education.

15. Information Protection: A description of the protections the vendor will use to safeguard Minnesota State’s information from unauthorized use and disclosure.

   A. Availability and capacity to deliver key individuals with the knowledge and skills necessary for this work.
   B. Familiarity and capability to conform to the International Standards for the Professional Practice of Internal Auditing.
   C. Process for scheduling Vendor resources to deliver services.
   D. Supervision of Vendor resources.
   E. Capability to share training, best practices, benchmarks, and emerging industry risks.
   F. Process for working with the Office of Internal Audit to administer the overall engagement.
   G. Provide resumes of the individuals likely to administer and provide overall oversight to this engagement. Specify the number of years of experience working with higher education institutions.
17. **Professional Training:** A description of the vendor’s experience and ability to provide professional training services and include pricing.

18. **Impending Changes:** A description of any impending changes in the vendor’s organization that could impact the delivery of services to Minnesota State.

19. **Evidence of Past Work:** Inclusion of a minimum of four references for whom the vendor has provided similar internal audit services within the past five years. Also provide the names of clients (if any) who have terminated internal audit services with the vendor prior to contract end in the last five years and the reason for termination.

20. **Cost/Value:** The level of the participation of Minnesota State in the contract, as well as any other services to be provided by Minnesota State, and details of cost allowances for this participation.

21. **Required Documents and forms:** All required documents and forms listed in the section below must be included in the Proposal.

All materials submitted in response to this RFP will become property of Minnesota State and will become public record after a contract is executed. See the section of this RFP related to Minnesota Government Data Practices Act for information about information the Vendor believes to be trade secret materials.

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

**Pricing Structure**

Provide hourly costs and the normal blended project rate by level of experience and specialty. This may be modified to account for different titles in the Vendor’s organization as long as it is inclusive of all staff anticipated to work with Minnesota State.

<table>
<thead>
<tr>
<th>Level of Experience</th>
<th>Non – Information Technology</th>
<th>Information Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 3 years</td>
<td></td>
<td></td>
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<tr>
<td>3 – 5 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greater than 5 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manager</td>
<td></td>
<td></td>
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<tr>
<td>Partner</td>
<td></td>
<td></td>
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<tr>
<td>Subject matter expert</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project blended rate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Describe any volume discount breakpoints.
Reimbursements
Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner’s Plan” promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. It is the system office’s preference that these costs are built into the overall pricing rather than being submitted and reimbursed separately.

Sample Contract
Vendors should be aware of Minnesota State’s standard contract terms and conditions in preparing their response. A Sample Minnesota State Professional Technical Services Master Contract for Internal Auditing Services is available on the Vendors and Suppliers at Minnesota State page. Much of the language reflected in the contract is required by statute. If Vendors take exception to any of the terms, conditions, or language in the contract, the proposal must indicate those exceptions; certain exceptions may result in a proposal being disqualified from further review and evaluation. Only those exceptions included in proposals will be available for discussion or negotiation.

Sample Work Order for the Master Internal Auditing Services Contract
Vendors should be aware of Minnesota State’s standard contract terms and conditions in preparing their response. For each project on an as-needed basis, Minnesota State will provide the selected vendor with a project description by means of a Work Order, which will formally authorize the vendor to proceed with the work and establish the terms of compensation for each project. A Sample Minnesota State Professional Technical Services Work Order for the Master Internal Auditing Services Contract is available on the Vendors and Suppliers at Minnesota State page.

Terms of Payment
Payment shall be made by Minnesota State promptly after vendor’s presentation of invoices for services performed and acceptance of such services by an authorized representative of Minnesota State. All services provided by the vendor pursuant to the resulting 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 vendor 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.
Required Documents and Forms

1. Affidavit of Non-Collusion. All vendors must complete the Affidavit of Non-Collusion and submit it with the proposal.

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

3. Workforce Certificate. For all businesses with 40 or more employees and a contract is estimated to be in excess of $100,000, vendors are required to complete the Minnesota Department of Human Rights Workforce Certificate Form and submit their certification with the proposal (including extension options).

4. Equal Pay Certification. For all businesses with 40 or more employees and a contract is estimated to be in excess of $500,000, vendors are required to complete the Minnesota Department of Human Rights Equal Pay Certificate Form or claim exemption prior to contract execution. Submit the vendor’s certification with the proposal (including extension options).

5. Preferences for TG/ED/VO Businesses and Individuals. If applicable, eligible certified TG/ED/VO businesses will receive preference in the evaluation of its proposal as outlined below. Submit the vendor’s certification with the response using the Supplier Diversity Form for the Office of Internal Auditing’s RFPs available on the Vendors and Suppliers at Minnesota State page.

Selection Process

All proposals received by the deadline will be evaluated by representatives of Minnesota State. This group will evaluate the proposals and make the final decision. In some instances, an oral presentation may be part of the evaluation process.
RFP Evaluation Factors

The following factors and their identified weight will be used by Minnesota State to evaluate the responses:

<table>
<thead>
<tr>
<th>No.</th>
<th>Evaluation Factors</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Adherence to Minnesota State Terms and Conditions</td>
<td>Yes/No</td>
</tr>
<tr>
<td>2.</td>
<td>Vendor Experience, with particular weight given to a large breadth of subject matter expertise topics, experience with higher education work, Workday systems implementation, Diversity, Equity and Inclusion work, and IT audit experience</td>
<td>30%</td>
</tr>
<tr>
<td>3.</td>
<td>Pricing Structure</td>
<td>35%</td>
</tr>
<tr>
<td>4.</td>
<td>Qualifications of vendor and its personnel (experience of personnel who are committed to work on the contract will be given greater weight than that of the company)</td>
<td>25%</td>
</tr>
<tr>
<td>5.</td>
<td>Completeness, thoroughness and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed above</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td>100%</td>
</tr>
<tr>
<td>6.</td>
<td>Preference to TG/ED/VO Business and Individuals: If applicable, Vendor is a certified TG/ED/VO vendor.</td>
<td>6%</td>
</tr>
</tbody>
</table>

Minnesota State reserves the right to name a date when selected vendors may be invited to participate in an oral presentation.

Minnesota State does not agree to reach a decision by any certain date, although it is hoped the evaluation and selection will be completed by the date identified in the Selection and Implementation Timeline.

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.

**Additional RFP Response and General Contract Requirements**

**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 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, collected, received, stored, used, maintained, or disseminated by the vendor 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 final contract is executed. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

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

**Conflict of Interest**
The vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this Request for Proposal. The list should indicate the names of the entity, the relationship, and a discussion of the conflict. Board Policy 1A.2, Part 5, Subpart E2, stipulates that the Board of Trustees “must approve in advance any non-audit services to be provided by independent auditors under contract for audit services unless the scope of non-audit services is completely distinct from the scope of the audit engagement.”

**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, section 270B.02, subdivision 1, 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 Statutes Chapters 270B and 13 relating to confidentiality of information received as a result of the
contract and will protect such data using commercially-acceptable standards, no less rigorously than it protects its own confidential information. 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.

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

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

See also the Minnesota State Terms and Conditions for the Office of Internal Auditing’s RFPs on the Vendors and Suppliers at Minnesota State page.

**Supplier Diversity**

In accordance with Board Policy 5.14, Minnesota State is committed to enhance and optimize business and contracting opportunities that promotes economic growth and prosperity of the student bodies and the communities we serve. Minnesota State created the Supplier Diversity program to foster partnerships with historically under-utilized businesses and ensure that diverse suppliers are given equal opportunities to provide goods and services system-wide. Eligible diverse suppliers are required to complete the Supplier Diversity Form for the Office of Internal Auditing’s RFPs available on the Vendors and Suppliers at Minnesota State page, that will be used to confirm eligibility and award a percentage of preference, if applicable, based on their status.

**Preference to TG/ED/VO Small Businesses and Individuals**

In accordance with Minnesota Rules, part 1230.1810 and Minnesota Statute §16C.16, the basis of award is that of a certified prime TG, ED, and VO business or individual will receive a six percent (6%) preference. 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. The
points are applied to the final cost of the evaluation of the project. Eligible, verified, small businesses currently listed in the Directory of Certified TG/ED/VO are eligible for the preference.

Vendors interested in becoming certified should refer to the Office of Equity in Procurement with the State of Minnesota.