



MINNESOTA STATE

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Rochester Community and Technical College

REQUEST FOR PROPOSAL (RFP) FOR Student Life and Athletic Department – Apparel & Uniform Supplier

Table of Contents

Notice	3
Definitions	3
About Minnesota State and Rochester Community and Technical College	4
Authority	5
Project Overview	5
Technical/Functional Requirements	6
RFP Information Contact	6
Duration of Offer	7
Terms and Conditions	7
Authorized Signature	7
Selection and Implementation Timeline	7
Contract Term	8
Proposal Deadline	8
Format of Proposals and Submission	8
Proposal Content	9
Terms of Payment	9
Required Documents and Forms	9
Selection Process	10
RFP Evaluation Factors	10
Supplier Diversity	11
Preference to Small TG/ED/VO Businesses and Individuals	12

Notice

This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system, its Board of Trustees or Rochester Community and Technical College 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. Responders 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.

Rochester Community and Technical College 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. Reject proposals if it is determined that a Responder's ability to work with the existing infrastructure will be too limited or difficult to manage;
3. Select a proposal for contract negotiation other than the one with the lowest cost;
4. Negotiate any aspect of the proposal with any Responder;
5. Terminate negotiations and select the next most responsive Responder for contract negotiations;
6. Terminate negotiations and prepare and release a new RFP;
7. Terminate negotiations and take such action as deemed appropriate.

Any decision to cancel or reject any and all proposals is the sole discretion of Minnesota State. 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](#). Responders 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 Responder.

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 Rochester Community and Technical College.

School: Rochester Community and Technical College

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.

Vendor/Responder/Supplier: The firm selected by Minnesota State as the successful responder(s) responsible to execute the terms of a contract.

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

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 as determined by the Department of Administration.

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

Diversity: The concept of diversity encompasses acceptance and respect. It means understanding that each individual is unique and recognizing our individual differences. These can be along the dimensions of race, ethnicity, gender, sexual orientation, socio-economic status, age, physical abilities, religious beliefs, political beliefs, or other ideologies.

Equity: The proactive reinforcement of policies, practices, attitudes and actions that produce equitable power, access, opportunities, treatment, impacts, and outcomes for all.

Inclusion: Authentically bringing traditionally excluded individuals and/or groups into processes, activities and decisions/policy making in a way that shares power.

About Minnesota State and Rochester Community and Technical College

Minnesota State Colleges and Universities is the third-largest system in the United States. Minnesota State is comprised of 33 state colleges and universities with 54 campuses located in 47 Minnesota communities and serves approximately 300,000 students annually. Please view its website at www.minnstate.edu.

Rochester Community and Technical College (RCTC), hereinafter, the College, is seeking proposals from qualified firms for a Student Life and Athletic Department Apparel and Uniform Supplier in accordance with the vendor requirements specified in the Request for Proposal (RFP).

Rochester Community and Technical College is a member of the Minnesota State Colleges and Universities System serving the southeast region of the state and one of the largest two-year colleges within the system. As a two-year college located in Rochester Minnesota, the institution offers programs to approximately 7,500 students annually, with about 70 credit-based programs and a wide range of higher education opportunities to enhance personal growth and community vitality.

For additional information on the campus those interested are invited to review the College's Web site at: <http://www.rctc.edu/> .

Authority

This RFP is undertaken by Rochester Community and Technical College (hereinafter "Minnesota State") pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws. Minnesota State will select the Responder(s) whose proposal(s), and oral presentation(s) 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 is requesting proposals from qualified firms for a Student Life and Athletic Department Apparel and Uniform Supplier.

In an effort to promote a more cohesive and consistent brand and look for its intercollegiate teams, student clubs and programs, Rochester Community and Technical College is requesting proposals to assist in developing a partnership to provide apparel and uniforms ("soft goods" only) to the Student Life and Athletic departments while also providing an on-line merchandising opportunity for sales of RCTC athletic apparel and merchandise to the general public. This RFP is undertaken by Rochester Community and Technical College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, Rochester Community and Technical College shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Rochester Community and Technical College's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. Rochester Community and Technical College 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 Rochester Community and Technical College. This RFP shall not obligate

Rochester Community and Technical College 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.

Technical/Functional Requirements

- Provide clear detail for a % discount the department would receive on ALL apparel, uniforms and footwear (i.e., “soft goods”);
- Provide a list of all high quality, nationally recognized brands that the vendor is capable of procuring or supplying;
- Available local representative
- Provide a detailed description of financial or merchandising considerations or incentives (i.e.-volume discounts, rebates, merchandise credit, signing bonus, etc.);
- Provide a detailed description of on-line/web-based revenue sharing merchandising program;
- Provide a reference list of no less than three relationships with existing clients that describe a partnership similar to the one proposed; and,
- Provide a detailed description of the customer service plan and delivery schedule for both athletic department and the general public along with recommended methods to ensure compliance and accountability.
- Provide multiple sizes and samples during campus visits

RFP Information Contact

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

Name: June Meitzner

Title: Purchasing Manager

Address: 851 30th Ave SE Rochester, MN 55904

Telephone: 507-285-7213

E-mail address: June.meitzner@rctc.edu

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

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 Responder.

Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

Terms and Conditions

This RFP includes and incorporates [Terms and Conditions](#). Responders 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 you take exception to any of the language in the terms and conditions, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Authorized Signature

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

Selection and Implementation Timeline

Key Dates	Timeline
Monday, March 4, 2024	Publishes RFP notice on MinnState.edu/Vendors webpage
Monday, March 11, 2024	Deadline to submit clarifying questions
Monday, March 18, 2024	Deadline to publish responses to RFP questions
Friday, March 29, 2024, 1:30 p.m. CST	Deadline for RFP proposal submissions
Mon-Fri, April 1 - April 5, 2024	Review RFP Proposals
Mon-Fri, April 15 - April 19, 2024	If requested - Oral presentations by selected Responders
Friday, April 22, 2024	Estimated deadline for Responder(s) selected and notified

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 Respondent(s) effective July 1, 2024 or on the date the last recognized signature is obtained, whichever occurs later. The length of such contract will be three (3) years. If Minnesota State and Respondent are unable to negotiate and sign a contract by Wednesday May 1, 2024, then Minnesota State reserves the right to seek an alternative Respondent(s).

Proposal Deadline

Submitted proposals must be received at the following address not later than Friday, March 29, 2024, 1:30 p.m. CST:

Institution: Rochester Community and Technical College

Name: June Meitzner

Title: Purchasing Manager

Mailing Address: 851 30th Ave SE Rochester, MN 55904

Street Address: (if different than mailing address)

Format of Proposals and Submission

Responders shall submit one printed copy of its RFP response and one copy on digital media with the RFP response in Microsoft Word format. Proposals are to be sealed in mailing envelopes or packages with the Responder's name and address clearly written on the outside.

Proposals received after the proposal deadline date and time will not be considered. Fax or 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.

The responder shall submit four (4) copies of its RFP response and an electronic (pdf) copy. Proposals are to be sealed in mailing envelopes or packages with the responder'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 this date and time will be returned to the responder unopened.

Fax and e-mail responses will not be considered.

Proposal Content

Responders 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 its view and understanding of the nature of the contract.
2. **Work Plan:** A description of the deliverables to be provided by the Responder 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. **Company Qualifications and its Personnel:** An outline of the Responder's background and experience with examples of similar work complete by the Responder and a list of personnel who will conduct the project, detailing their training, and work experience. Resumes or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the proposal that personal contact information is being provided.
4. **Cost/Value:** Identify 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.

Terms of Payment

Payment shall be made by Minnesota State promptly after Responder's presentation of invoices for services performed and acceptance of such services by an authorized representative of Minnesota State. All services provided by the Responder 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 Responder 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 Responders must complete the [Affidavit of Non-Collusion](#) and submit it with the response.
2. **Conflicts of Interest.** Responders 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**, Responders are required to complete the Minnesota Department of Human Rights [Workforce Declaration Page](#) and submit your certification with the response (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**, Responders are required to complete the Minnesota Department of Human Rights [Equal Pay Declaration Page](#) or claim exemption prior to contract execution. Submit your certification with the response (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 cost proposal as outlined below. Submit your certification with the response.

Selection Process

The selection process includes the Vice President of Student Affairs, Director of Athletics, a Student Life representative, Athletics Equipment Manager, two student representatives (appointed by the campus student government), a Marketing department representative, and a Head Coach representative. Others may be added, as necessary. This group will evaluate the proposals and make the final recommendation to the Vice President for Student Affairs.

RFP Evaluation Factors

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

- Ability to provide high-quality, nationally recognized name brand apparel and uniforms;
- Designated % off retail price discounts for apparel, uniforms, and footwear;
- Revenue generation opportunities or commissions from on-line/web-based merchandising sales;
- Perceived ability to provide complete network for ordering, timely fulfillment, delivery and support for on-line/web-based merchandising sales;
- Other financial or merchandising considerations or incentives (i.e. Volume discounts, rebates, merchandise credit, signing bonus, etc.);
- Description of customer service plan and delivery schedule for both athletic department and general public; and,

- Demonstrated existence of positive relationships with similar clients and partnerships.

The following criteria and their identified weight will be used by Rochester Community and Technical College to evaluate the responses:

Categories	Points
1. Brand Recognition: Ability to provide high-quality, nationally recognized name brand apparel and uniforms.	25
4. Customer service: Description and delivery plan for both athletic department and general public	20
3. Support Infrastructure: Perceived ability to provide complete network for ordering, timely, fulfillment, delivery and support for on-line/web based merchandise sales.	20
2. Discount / pricing: % off retail price discounts for apparel, uniforms and footwear.	15
5. Other financial or merchandising considerations or incentives.	10
6. Revenue generation opportunities or commissions from on-line/web-based merchandising sales & perceived ability to provide complete network for ordering, timely fulfillment, delivery and support for on-line/web-based merchandising sales.	5
7. Demonstrated existence of positive relationships with similar clients and partnership.	5
Total	100

Minnesota State reserves the right to name a date which all responding Responders will be invited to present demonstrations or participate in an interview.

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.

Supplier Diversity

In accordance with Board Policy 5.14, Minnesota State is committed to enhancing and optimizing business and contracting opportunities that promote economic growth and prosperity in the communities we serve. We are committed to developing mutually beneficial relationships with historically underutilized minority-owned, women-owned, and disability-owned business enterprises. The goal is to ensure that diverse suppliers that satisfy our procurement and contractual standards have opportunities to provide goods and services system-wide. Suppliers are encouraged to complete and submit the [Supplier Diversity Form](#) with their RFP, which will be used to confirm eligibility based on their status and/or commitment to meeting the stated diversity goal for the specific project.

Preference to Small TG/ED/VO Businesses and Individuals

In accordance with Minnesota Rules, part 1230.1810 and Minn. Stat. §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.

Responders interested in becoming a certified should refer to the [Office of Equity in Procurement](#) with the State of Minnesota.



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

PROFESSIONAL and 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 or technical services, and

WHEREAS, Minnesota State is in need of professional or 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 they are not a current state employee, and

WHEREAS, the Contractor represents that they have 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 the Contractor submits documentation required by the Internal Revenue Service indicating that the 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, the 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 the 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 IN ADVANCE OF SENDING THIS CONTRACT TO THE OTHER PARTY.]

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. The 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. The 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. The Contractor affirms it has performed the necessary steps to validate its PCI DSS compliance.
- d. Any service providers that the Contractor uses to perform services for Minnesota State (a "secondary service provider") must also be PCI DSS compliant. The 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. The 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. The 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. The 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. The 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. The Contractor acknowledges that it will indemnify Minnesota State 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 the 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 the 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, the 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"), the 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 the Contractor's suspected or actual discovery of a Compromised Data Event, the Contractor will not alter or destroy any related records and will maintain complete and accurate documentation regarding any modifications made to the records.
- l. The 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 the 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. The Contractor shall submit an *ACORD* Certificate of Insurance to an authorized representative of Minnesota State prior to execution of this contract.
- b. The Contractor shall maintain and furnish satisfactory evidence of the following:
 - i. **Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all its employees and, in case any work is subcontracted. The 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.** The 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 this contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed under this 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 and or 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 College or University, the State of Minnesota, officers and employees of the State of Minnesota, 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.** The 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 this 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:

- The 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 contract:
- If the Contractor receives a cancellation notice from an insurance carrier affording coverage herein, the 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.
- The Contractor is responsible for payment of this contract related insurance premiums and deductibles;
- The 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 this 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 this 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.]

The Contractor shall maintain insurance protecting it from claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission

related to the 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

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

- e. Minnesota State reserves the right to immediately terminate this contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the 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. **[DELETE THIS CLAUSE IF THE TOTAL CONTRACT VALUE IS UNDER \$100,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.]** **WORKFORCE CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEE IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.**

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

- a. Covered Contracts and Contractors. If the contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Pts 5000.3400-5000.3600. The business must have a workforce certificate from the Commissioner of Human Rights or certify in writing that it is exempt. The Contractor must obtain a Workforce Certificate from the Minnesota Department of Human Rights (MDHR) or complete the Declaration Page for exemption prior to contract execution
- b. Minnesota Statutes Section 363A.36. Minn. Stat. § 363A.36 requires the 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 workforce certificate. The law addresses suspension or revocation of a workforce certificate and contract consequences in that event. A contract awarded without a workforce certificate 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.

23. **[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. The Contractor must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption on the Declaration Page prior to contract execution. The Contractor is exempt if it has not employed more than 40 full-time employees on a single working day in one state during the previous 12 months.
 - i. Consequences. The consequences for the Contractor's failure to secure and comply with Minnesota Statutes §363A.44 or make a good faith effort to do so, include but are not limited to, suspension or revocation of a certificate of Compliance by the Commissioner, and termination of all or part of this contract by the Commissioner or Minnesota State.
 - ii. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.44 and applicable rules and regulations and is aware of the consequences for noncompliance.

24. **CLERICAL ERROR.** Notwithstanding Clauses "Assignment, Amendments, and Entire Agreement " of this contract, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this contract without executing an amendment. Minnesota State must inform the Contractor of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time

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. In the event of any conflict or inconsistency between this contract and any riders, exhibits, addenda, or other document incorporated herein, this contract shall govern.

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.

SAMPLE

[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:

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the 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:

The 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:

By (authorized signature and printed name)
Title
Date

SAMPLE