

INVITATION TO BID

Sealed Bids for: **Waste Management Services
Hennepin Technical College
Brooklyn Park, MN 55445
Eden Prairie, MN 55437**

Will be received by: **Julie Kaiser - Purchasing
Hennepin Technical College
julie.kaiser@hennepintech.edu**

Until 10:00 AM, local time, Wednesday, May 24, 2023

This invitation is issued for the purpose of establishing a contract to supply Hennepin Technical College with Waste Management Services at Three (3) campuses: Brooklyn Park, Eden Prairie, and Law Enforcement Center. Included in the bid will be the cost per the information provided below for each campus valid through June 30, 2025. The vendor with the lowest overall bid pricing will enter into a contract with Hennepin Technical College for Two (2) years commencing July 1, 2023 with a total of Three (3) One-Year extensions available for a maximum contract length of Five (5) years.

For technical information, interested parties shall contact Julie Kaiser, Purchasing, via e-mail at julie.kaiser@hennepintech.edu NOT LATER THAN 10:00 AM local time Tuesday, May 16, 2023. Responses to questions will be posted as an addendum, if necessary, on <http://www.minnstate.edu/vendors/index.html> no later than Wednesday, May 17, 2023. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final bid.

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

SCOPE:

Hennepin Technical College is seeking to enter into a contract for waste management services.

Bidders **must** submit the following documentation with bid:

- a. Bid form
 - b. [Affidavit of Non-Collusion](#)
 - c. Workforce Certificate - [Workforce Declaration Page](#) if bid in excess of \$100,000
 - d. Equal Pay Certification - [Equal Pay Declaration Page](#) if bid in excess of \$500,000
 - e. [Veteran-Owned Preference Form](#) if Veteran
2. Mail or Fax bid responses will not be accepted. Sealed bids must be emailed to the email address specified, by the time and date indicated on Page 1. Responses must be submitted via email in Microsoft Word or Adobe PDF format. Attachment limits are 10 MB. If file sizes are too large, please create multiple smaller files and email them separately. Hyperlinks to submissions in cloud storage will not be accepted. All pages must be numbered and font size no smaller than 10-point. The email and the authorized representative of Minnesota State receipt time stamp will be used for consideration, not the senders.
 3. Questions regarding the bid documents or specifications should be directed to Julie Kaiser at julie.kaiser@hennepintech.edu by 10:00 AM local time, Wednesday, May 17, 2023.
 4. Hennepin Technical College cannot make prepayments or down payments. Payment is due upon successful completion of service and approval by the college.
 5. Any education discounts are to be included in base price.

Waste Management Services Include:

Brooklyn Park Campus, 9000 Brooklyn Boulevard, Brooklyn Park, MN 55445:

- Supply 1 40-yard kitchen dock compactor with capacity gauge, empty 3 times per year
- Supply 1 42-yard open top for shop waste, empty 2 times per month
- Supply 1 8-yard recycle dumpster, empty 2 times per month
- Supply 1 4-yard organics dumpster, empty 1 time per month

Eden Prairie, 13100 College View Drive, Eden Prairie, MN 55347:

- Empty 1 college-owned 20-yard kitchen dock compactor with capacity gauge, 1 time per month
- Supply 1 40-yard open top for shop waste, empty 4 times per year
- Supply 1 6-yard recycle dumpster, empty 2 times per month

Law Enforcement Center (LEC), 9110 Brooklyn Boulevard, Brooklyn Park, MN 55445:

- Supply 1 8-yard garbage dumpster, empty 1 time per week
- Supply 1 2-yard recycle dumpster, empty 2 times per month *provide pricing for 1 time per week, as well

GENERAL PROPOSAL / BID CONDITIONS

THIS IS A REQUEST FOR BID NOT A PURCHASE ORDER.

AFFIRMATIVE ACTION COMPLIANCE: Responder/bidder agrees that if awarded the contract, responder/bidder will not engage in any discriminatory employment practices. Vendor must certify that it either (1) has a Human Rights Workforce Certificate issued by the Commissioner of Human Rights, or (2) has applied for a certificate from the Commissioner of Human Rights or (3) is exempt from the requirements of M.S. 363.073.

1. 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 your certification with the response (including extension options).
2. 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 your certification with the response (including extension options).

ANTITRUST: By signing this proposal/bid, the responder/bidder affirms, under penalty of perjury, that the pricing contained herein has been arrived at by the responder/bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the request for proposal/bid, designed to limit independent bidding or competition. In addition, the responder/bidder hereby assigns to procurer any and all claims for overcharges as to goods and materials purchased in connection with this project resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first-tier suppliers under the contract.

AUTHORIZED SIGNATURE: Proof of authority of the person signing the proposal/bid shall be furnished upon request.

BID RESULTS: A bid tab sheet will be shared via e-mail with all responders as soon as it is prepared. Ensure your contact information is printed legibly on your bid response.

DATA PRIVACY-GOVERNMENT DATA PRACTICES ACT: To the extent that the vendor takes possession of, has access to the private, nonpublic protected nonpublic, or confidential data of procurer or the State, the vendor will agree to comply with the requirements of the Minnesota Government Data Practices Act (M.S. Chapter 13) in providing services under this agreement. The vendor agrees to indemnify, save, and hold the State of Minnesota harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provisions of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of this agreement. In the event that the vendor subcontracts any or all of the work to be performed under this agreement, the vendor shall retain responsibility under the terms of this paragraph for such work.

DATES: Dates are listed in the sequence of month/date/year.

DEFAULT: A Minnesota State Colleges and Universities purchase order constitutes a binding contract. Failure to comply with the requirements of that purchase order and its bid will constitute default, and the vendor will be held responsible for all costs required to correct the default. Repeated defaults or failures to pay all costs may cause suspension for all bidder lists.

DEVIATIONS: Any deviation from specifications must be clearly indicated by responder/bidder, otherwise it will be considered that the proposal/bid is in strict compliance, and the responder/bidder will be held responsible therefore. When brand name or manufacturers' numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the proposal/bid states: "No substitute." Proposals/bids will be considered on other

makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals/bids offering lower quality will not be considered.

DISCOUNT: Discount offered for less than 30 days will not be considered in making an award.

FALSE STATEMENTS: Proposals/bids which contain conflicting, false, or misleading statements or which provide references which contradict or do not support an attribute or condition stated by the vendor shall be rejected.

HAZARDOUS SUBSTANCES: To the extent that the products to be supplied to procurer by the successful responder/bidder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in Minnesota Rules, the successful responder/bidder shall provide procurer with sufficient material safety data sheets regarding those substances. A copy shall be included with each delivery made during the term of the contract.

INQUIRIES: Telephone inquiries or unsolicited visitation by vendors or their representatives are not allowed. Questions from prospective vendors regarding the RFB shall be submitted in writing via email. A response shall be provided to all vendors in receipt of the RFB. Inquiries should be limited to technical questions and existing site condition questions.

INSURANCE REQUIREMENTS:

A. The selected vendor will be required to submit an ACCORD Certificate of Insurance to Hennepin Technical College's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insureds. 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 prior to execution of the contract.

B. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:

1. Workers' Compensation Insurance. The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will 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.
2. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

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

In addition, the following coverages must be included:

Products and Completed Operations Liability

Blanket Contractual Liability

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities
Hennepin Technical College

3. Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract

whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities

Hennepin Technical College

INTELLECTUAL PROPERTY INDEMNIFICATION: The vendor warrants that any materials or projects provided or produced or utilized in the performance of this order will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the vendor and, the vendor at the vendor's expense, shall indemnify and defend the State against any losses, cost, expense or liability (including attorney's fees) arising out of such a claim, whether or not such claim is successful against the State.

LAWS AND REGULATIONS: Any and all services, articles or equipment furnished shall comply fully with all State and Federal laws and regulations.

LEGAL AUTHORITY: This contract is to be awarded subject to Minnesota Statutes 136F.581 and 471.345.

LIABILITY: It shall become a part of the order that the vendor shall hold the State of Minnesota, its agents and employees, harmless from any and all claims or causes of action of any kind or nature, including but not limited to the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this order by the vendor or vendor's agents or employees. This clause shall not be construed to bar any legal remedies the vendor may have for the State's failure to fulfill its obligations pursuant to this RFB.

NATION OF ORIGIN: The responder/bidder must state the nation of origin of all items proposed/bid, if such nation is not the United States.

NON-APPROPRIATION: Continuation of any agreement beyond June 30 of any year is contingent upon continued legislative appropriation of funds for the purpose of this agreement. If these funds are not appropriated, procurer shall notify vendor in writing and any agreement will terminate on June 30 of that year. Procurer shall not be assessed any penalty if the agreement is terminated because of the decision of the legislature not to appropriate funds.

NON-COLLUSION: An Affidavit of Non-collusion must be completed and returned with the proposal/bid.

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

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

OWNERSHIP OF COPYRIGHT: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.

OWNERSHIP OF DOCUMENTS: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.

PRICES: Prices shall be submitted in United States currency. Prices shall be maximum and include delivery F.O.B. destination, freight collect, unless otherwise specified as well as installation, if applicable. In addition, warranty period should be noted. If maintenance and repairs services are offered, include those pricing details as well, as a Maintenance Service contract may be awarded.

PROCURER RIGHTS: Notwithstanding anything to the contrary, procurer reserves the right to:

- a) Reject any and all proposals received in response to this RFB;
- b) Select, for order or for negotiation, a proposal other than the one with the lowest cost;
- c) Waiver or modify any informalities, irregularities, or inconsistencies in proposal received;
- d) Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at a time;
- e) Terminate negotiations and select the next most responsive vendor, prepare and release a new RFB, or take such other action as the proposer deems appropriate if negotiations fail to result in an agreement.

PROPERTY OWNERSHIP: Material submitted in response to this RFB/bid shall become the property of the State of Minnesota and will become public record, consistent with the Minnesota Government Data Practices Act.

PROPOSALS MADE IN PENCIL SHALL BE REJECTED: Alterations in cost figures used to determine the lowest priced proposal/bid shall be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to the price quoted. Proof of authorization shall be provided upon request. The use of "white out" is considered an alteration.

RFB ADDENDUM(S): Procurer may modify or clarify this RFB issuing one or more addenda to this RFB. Addendum(s) will become part of this RFB.

STATE AUDIT: The books, records, documents, and accounting procedures and practices of contractor/vendor relevant to this agreement shall be subject to examination by the customer, Minesota State Colleges and Universities, and either the Minnesota legislative auditor or state auditor as appropriate.

TARGETED GROUP VENDORS: Certified targeted group, economically disadvantaged, or veteran owned responders/bidders will receive a six percent (6%) preference on the basis of award for this bid. Responders/bidders interested in becoming certified responders/bidders or verifying their status should call (651) 296-2600.

TERMS AND CONDITIONS: Minnesota State Colleges and Universities reserves the right to accept or reject any or all proposals/bids or portions thereof, or to waive any irregularities or informalities in proposals/bids received. The term "Vendor" shall mean the Vendor responsible for supplying all the specified equipment under this contract.

SAMPLE CONTRACT: Included in this RFB is a sample of the Master Service Contract the awarded vendor will be asked to sign upon being notified of bid award. Please read the terms and conditions of this contract carefully. Language changes or addendums to the contract language will result in contract execution delays and could potentially disqualify the awarded vendor.

BID FORM (Page 1 of 3)

BID Due Date: 10:00 AM, local time, Wednesday, May 24, 2023 via email to julie.kaiser@hennepintech.edu

SUBMITTED BY: _____
Company Name – Hereinafter referred to as the “Bidder”

HAVE YOU INCLUDED THE REQUIRED FORM(S)?

AFFIDAVIT OF NON-COLLUSION Yes No

WORKFORCE CERTIFICATE if bid in excess of \$100,000 Yes No

EQUAL PAY CERTIFICATE if bid in excess of \$500,000 Yes No

GENERAL PROPOSAL/BID CONDITIONS:

SOCIAL SECURITY OR TAX I.D. NO. PROVIDED (Page 3 of bid form): Yes No

FEDERAL EMPLOYER I.D. NO IF APPLICABLE (Page 3 of bid form): Yes No

ARE YOU A CERTIFIED, TARGETED GROUP BIDDER? Yes No

ARE YOU A CERTIFIED, ECONOMICALLY DISADVANTAGED BIDDER? Yes No

ARE YOU A CERTIFIED, VETERAN-OWNED BIDDER? Yes No

*Veterans must complete and submit the Veteran Owned Preference Form

BID FOR CONTRACT WORK

We, the undersigned, being familiar with the local conditions affecting the cost of the Work and with the Contract Documents, including the Advertisement for Bids, Bid Form, General Conditions of the Contract for Construction as amended therein, Special Conditions, Drawings, Specifications and Addenda Numbers _____, on file in the Office of:

**Julie Kaiser
Hennepin Technical College
Purchasing Room F151
13100 College View Drive
Eden Prairie, MN 55347**

and in accordance with the provisions thereof, hereby propose to furnish all labor, materials, equipment and services necessary for the following Project:

Project Name:
**Waste Management Services
Hennepin Technical College
Brooklyn Park, MN 55445
Eden Prairie, MN 55347**

BID FORM (Page 2 of 3)

Line Item Pricing for Specifications and Requirements

A. Brooklyn Park, 9000 Brooklyn Boulevard, Brooklyn Park, MN 55445:

- 1) 40-yard kitchen dock compactor w/capacity gauge, empty 3 times per year _____ Price per pickup
- 2) 42-yard open top for shop waste, empty 2 times per month _____ Price per pickup
- 3) 6-yard recycle dumpster, empty 2 times per month _____ Price per pickup

B. Eden Prairie, 13100 College View Road, Eden Prairie, MN 55347:

- 1) 20-yard college-owned kitchen dock compactor w/capacity gauge, empty 1 time per month _____ Price per pickup
- 2) 40-yard open top for shop waste, empty 4 times per year _____ Price per pickup
- 3) 4-yard recycle dumpster, empty 2 times per month _____ Price per pickup

C. LEC, 9110 Brooklyn Boulevard, Brooklyn Park, MN 55445:

- 1) 8-yard garbage dumpster, empty 1 time per week _____ Price per pickup
- 2) 2-yard recycle dumpster, empty 1 time per week _____ Price per pickup

D. Other (please list any additional charges for taxes, fees, fuel charges, off-cycle pickups, etc. that may apply)

- 1) _____ Price per pickup
- 2) _____ Price per pickup
- 3) _____ Price per pickup
- 4) _____ Price per pickup
- 5) _____ Price per pickup
- 6) _____ Price per pickup

***Additional pricing pages may be attached as necessary.**

BID FORM (Page 3 of 3)

- (1) **ADDENDA ACKNOWLEDGEMENT:** All Addenda shall become part of this bid and the Contract. As acknowledgement of this requirement, the Bidder shall insert the numbers of all Addenda included in this bid in the space provided in paragraph (1) on the first page of this Bid Form. Failure to list all Addenda issued shall be cause for rejection.
- (2) **ALTERATIONS/ERASURES:** A Bid Form shall be rejected if it contains any alteration or erasure unless the alteration or erasure is corrected as herein provided. An alteration or erasure must be crossed out and the correction thereof printed in ink or typewritten adjacent to the alteration or erasure and initialed in ink by the person signing the bid. Enter the bid and any alternate amounts in both written format and numerically. In the event that any price used in determining the lowest responsible bid is in discrepancy, the written representation shall take precedence.
- (3) **REJECTION OF BIDS/ BID WITHDRAWAL:** In submitting this bid it is understood that the Owner reserves the right to reject any and all bids. It is agreed that this bid cannot be withdrawn until after thirty (30) calendar days have passed from the date of the bid opening, if the Owner has not yet acted thereon.
- (4) **ENCLOSURES:** If the Specifications require the Bidder to submit catalogues, drawings, specifications, performance data, descriptive information of special equipment, or other items, the Bidder shall include the required items with the Bid Form.
- (5) **COMPANY NAME:** _____
(Print or Type Information)

By: _____ By: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Company's Official Address: _____

Company's Telephone Number: _____

Company's E-mail Address: _____

Social Security or Minnesota Tax I.D. No. _____

Federal Employer I.D. No. (If applicable) _____



[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN RED AND BRACKETS. PLEASE COMPLETE EVERY FIELD AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS. This form is NOT for BUILDING CONSTRUCTION OR REMODELING]

**MAINTENANCE/SERVICE MASTER CONTRACT
[Not Building Construction or Remodeling]**

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]**, 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 services; and

WHEREAS, Minnesota State is in need of maintenance or services that are not related to building or facilities construction or remodeling; and

WHEREAS, the Contractor represents it is duly qualified and willing to perform the services set forth in this contract; and **[DELETE THE FOLLOWING TWO CLAUSES IF CONTRACTOR IS NOT AN INDIVIDUAL. IF CONTRACTOR IS AN INDIVIDUAL, THEY MUST BE INCLUDED.]**

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

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

NOW, THEREFORE, it is agreed:

1. TERM OF CONTRACT.

This contract shall be effective on **[INSERT FULL DATE (e.g., January 29, 2013)]** 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 30, 2013)]** 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 by an authorized representative of Minnesota State that it may begin work.** The term of any work authorization issued under this Maintenance/Service Master Contract may not extend beyond the expiration of this Master Contract.

2. CONTRACTOR'S DUTIES AND SCOPE OF WORK.

a. The Contractor may be requested by Minnesota State to perform any of the following services under individual work authorizations:

[INSERT SUFFICIENT DETAIL SO THAT CONTRACTOR CAN BE HELD ACCOUNTABLE FOR THIS WORK. ATTACH ADDITIONAL PAGE(S) IF NECESSARY AND LABEL THE ATTACHMENT.]

A complete detailed description of required work will be furnished in each work authorization issued. Work authorizations issued to Contractor are incorporated as part of this Master Contract. **[ANY WORK AUTHORIZATION OR OTHER NOTICE TO BEGIN WORK MUST INCLUDE PREVAILING WAGE REQUIREMENTS WITHIN THE DOCUMENT, IF APPLICABLE. YOU MUST CHECK WITH THE DEPARTMENT OF LABOR AND INDUSTRY TO INCLUDE THE PREVAILING WAGE RATES, PREVAILING HOURS OF LABOR, AND HOURLY BASIC RATES OF PAY FOR ALL TRADES AND OCCUPATIONS REQUIRED FOR ANY PROJECT, AND, IF APPLICABLE, INCLUDE IN ANY WORK AUTHORIZATION PRIOR TO AUTHORIZING A CONTRACTOR TO BEGIN WORK.]**

- b. Contractor understands that only upon receipt of a work authorization shall Contractor begin work under this Master Contract. Any and all effort, expenses, or actions taken before the work authorization is issued is not authorized under Minnesota Statutes and is undertaken at the sole responsibility and expense of Contractor.
- c. Contractor shall comply with all time requirements described in a work authorization. In the performance of work pursuant to this Contract, time is of the essence.
- d. Contractor understands that this Master Contract is not a guarantee of a work authorization. Minnesota State has determined that it might have need for the services under this Master Contract, but Minnesota State does not commit to issuing a work authorization or spending any money with Contractor.
- e. Contractor and all of its Subcontractor(s) shall comply with the Labor Standards and Wages requirements of Minnesota Statutes Chapter 177 as applicable. [YOU MUST CHECK WITH THE [DEPARTMENT OF LABOR AND INDUSTRY TO INCLUDE THE PREVAILING WAGE RATES, PREVAILING HOURS OF LABOR, AND HOURLY BASIC RATES OF PAY FOR ALL TRADES AND OCCUPATIONS REQUIRED FOR ANY PROJECT, AND, IF APPLICABLE, INCLUDE IN ANY WORK AUTHORIZATION PRIOR TO AUTHORIZING A CONTRACTOR TO BEGIN WORK THIS MASTER AGREEMENT.](#)]
- f. Minnesota Statutes Section 177.43, Subd. 3, requires the collection of payroll information, as further described below, for all Contracts or work under a work authorization, unless:
 - the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete it, or
 - the estimated total cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.
 - i. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this project contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry
Prevailing Wage unit
443 Lafayette Road N
St. Paul, MN 55155
Phone: (651) 284-5091
E-mail: dli.prevwage@state.mn.us
Web: www.dli.mn.gov

- ii. The Contractor shall review the applicable Prevailing Wage Rate Requirements to determine the applicable prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay that are applicable to this project contract. A copy of the applicable Prevailing Wage Rate Determination Schedule, as published by Minnesota Department of Labor and Industry, can be found at the [DOLI website](#) for commercial construction. The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids.
- iii. Hours of labor - Pursuant to Minnesota Statutes 177.43:
 - 1. no laborer or mechanic employed directly on the project work site by the Contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work of the project, is permitted or required to work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and

2. a laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

Exceptions: This requirement does not apply to wage rates and hours of employment of laborers or mechanics who process or manufacture materials or products or to the delivery of materials or products by or for commercial establishments which have a fixed place of business from which they regularly supply processed or manufactured materials or products. This section applies to laborers or mechanics who deliver mineral aggregate such as sand, gravel, or stone which is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

Posting: The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids. Each contractor and subcontractor performing work on a public project shall keep the information posted on the project in at least one conspicuous place for the information of the employees working on the project.

Penalty: It is a misdemeanor for an officer or employee of the state to execute a contract for a project without complying with this section, or for a contractor, subcontractor, or agent to pay any laborer, worker, or mechanic employed directly on the project site a lesser wage for work done under the contract than the prevailing wage rate as stated in the contract. This misdemeanor is punishable by a fine of not more than \$700, or imprisonment for not more than 90 days, or both. Each agent or subcontractor shall furnish to the contractor evidence of compliance with this section. Each day a violation of this section continues is a separate offense.

Examination of records; investigation: The Department of Labor and Industry shall enforce this section. The department may demand, and the contractor and subcontractor shall furnish to the department, copies of any or all payrolls. The department may examine all records relating to wages paid laborers or mechanics on work to which sections 177.41 to 177.44 apply.

The Contractor and subcontractors shall comply with Minnesota Statutes 177.41-44. To facilitate compliance pursuant to the Statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project would be secured and are included and published in the Contract Specifications. Any wage determinations that are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the Minnesota Department of Labor and Industry. Therefore, no inference may be drawn from the omission of a classification which has local usage.

Prevailing wage violations: Upon issuing a compliance order to an employer pursuant to section 177.27, subdivision 4, for violation of sections 177.41 to 177.44, the commissioner shall issue a withholding order to the contracting authority ordering the contracting authority to withhold payment of sufficient sum to the prime or general contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the contracting authority must withhold the sum ordered until the compliance order has become a final order of the commissioner and has been fully paid or otherwise resolved by the employer.

During an investigation of a violation of sections 177.41 to 177.44 which the commissioner reasonably determines is likely to result in the finding of a violation of sections 177.41 to 177.44 and the issuance of a compliance order pursuant to section 177.27, subdivision 4, the commissioner may notify the contracting authority of the determination and the amount expected to be assessed and the contracting authority shall give the commissioner 90 days' prior notice of the date the contracting authority intends to make final payment.

- iv. Pursuant to Minnesota Statutes Section 177.43, Subd. 3, all contractors and subcontractors shall submit to the Owner's contracting entity copies of payrolls that contain all the data required by Minnesota Statutes §177.30. Contractors and subcontractors shall use Form Minnesota State 073 for this purpose.

v. Keeping Records; Penalty:

1. every employer subject to Minnesota Statutes Section 177.21 to 177.44 must make and keep a record of:
 - a. the name, address, and occupation of each employee;
 - b. the rate of pay, and the amount paid each pay period to each employee;
 - c. the hours worked each day and each workweek by the employee;
 - d. for each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the employer shall furnish under oath signed by an owner or officer of an employer to the contracting authority and the project owner every two weeks, a certified payroll report with respect to the wages and benefits paid each employee during the preceding weeks specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs; and
 - e. other information the commissioner finds necessary and appropriate to enforce sections 177.21 to 177.435. The records must be kept for three years in or near the premises where an employee works except each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the records must be kept for three years after the contracting authority has made final payment on the public works project.
2. The commissioner may fine an employer up to \$1,000 for each failure to maintain records as required by this section. This penalty is in addition to any penalties provided under section 177.32, subdivision 1. In determining the amount of a civil penalty under this subdivision, the appropriateness of such penalty to the size of the employer's business and the gravity of the violation shall be considered.

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

- a. **Consideration** for all services performed and goods or materials supplied by the Contractor for all work authorizations issued pursuant to this Master Contract shall be paid by Minnesota State as follows:
 - i. **Compensation** of *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS PER HOUR FOR EACH SERVICE IDENTIFIED, e.g., Fifty and 00/100 Dollars (\$50.00) per hour for XYZ task]*
 - ii. 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)]*.
 - iii. Check one box below as applicable.
 Funds are encumbered on this contract and the encumbered amount is \$.
 No funds are encumbered at this time and payment will be certified by purchase order. *[IF THIS BOX IS CHECKED, WRITE "NOT APPLICABLE" IN THE ENCUMBRANCE SIGNATURE BLOCK.]*

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 Minnesota State. All services provided by the Contractor under work authorizations issued pursuant to this Master 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:
 1. *[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.]*
 2. **Retainage.** No more than ninety percent (90%) of the amount due will be paid by Minnesota State until all the services under this Contract or applicable work authorization have been reviewed by an authorized representative Minnesota State. The balance due will be paid when an authorized representative Minnesota State determines that Contractor has satisfactorily fulfilled all the terms of the Contract or applicable work authorization.
- ii. **Nonresident Aliens.** Pursuant to 26 U.S.C. § 1441, Minnesota State is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code § 7701(b). Minnesota State will withhold all required taxes unless and until Contractor submits documentation required by the Internal Revenue Service indicating that Contractor is a resident of a country with tax treaty benefits. Minnesota State makes no representations regarding whether or to what extent tax treaty benefits are available to Contractor. To the extent that Minnesota State does not withhold these taxes for any reason, Contractor agrees to indemnify and hold Minnesota State harmless for any taxes owed and any interest or penalties assessed.

4. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to work authorizations, purchase orders, or cancellation of this Master Contract must be sent to the other party's authorized representative.

- a. an authorized representative Minnesota State for the purpose of administration of this Master 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 III, paragraph B.

- b. The Contractor's authorized representative for the purpose of administration of this Master Contract is:

Name:
Address:
Telephone:
E-Mail:

5. **CANCELLATION AND TERMINATION.**

- a. This Master 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 Master 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 in this Master Contract. 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 Master 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 Master 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 attorneys' fees incurred by Minnesota State, arising from the performance of this Master 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 Master 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. **MINNESOTA STATUTE §181.59.**

The Contractor will comply with the provisions of Minnesota Statute §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.

10. **DATA DISCLOSURE.**

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

month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

11. 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.]

12. INTELLECTUAL PROPERTY.

The Contractor represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (“Materials”) 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.

13. 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 Master Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

14. JURISDICTION AND VENUE.

This Master 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 Master Contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. AMENDMENTS.

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

16. STATE AUDITS.

The books, records, documents, and accounting procedures and practices of the Contractor relevant to this Master 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.

17. SURVIVAL OF TERMS.

The following clauses survive the expiration, cancellation or termination of this contract: 7. Liability; 10., Data Disclosure; 11., Government Data Practices Act; 12., Intellectual Property; 14., Jurisdiction and Venue; and 16., State Audits.

18. 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.

19. INSURANCE.

- a. Contractor shall submit an *ACORD* Certificate of Insurance to an authorized representative of Minnesota State prior to execution of the Master Contract.
- b. Contractor shall maintain and furnish satisfactory evidence of the following:
 - i. **Workers' Compensation Insurance.** Contractor shall provide workers' compensation insurance for all its employees and, in case any work is subcontracted, Contractor shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee, \$500,000.00 bodily injury by disease aggregate, and \$100,000.00 bodily injury by accident.
 - ii. **Commercial General Liability.** Contractor shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the Master Contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed under the Master Contract.

The minimum insurance amounts will be:

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

In addition, the following coverages shall be included:

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

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

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

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

is subcontracted the Contractor will require the subcontractors to maintain Commercial Automobile Liability insurance.

The minimum insurance amounts will be:

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

In addition, the following coverage shall be included:

- Owned, Hired, and Non-owned

c. Additional Insurance Conditions:

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

d. Errors and Omissions (E&O) Insurance.

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

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

- \$2,000,000.00 per occurrence
- \$2,000,000.00 annual aggregate

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

- e. Minnesota State reserves the right to immediately terminate this Master Contract if Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Contractor. All insurance policies must be available for inspection by Minnesota State and copies of policies must be submitted to an authorized representative of Minnesota State upon written request.

20. **DELETE THIS CLAUSE IF THE TOTAL CONTRACT VALUE IS UNDER \$100,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.** AFFIRMATIVE ACTION - WORKFORCE CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.

Minnesota State intends to carry out its responsibility for requiring affirmative action by its 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 Minnesota Statutes §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statutes §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contractor must certify that it is in compliance with federal affirmative action requirements. Contractor must obtain an [Workforce Certificate](#) from the Minnesota Department of Human Rights (MDHR) or claim an [exemption](#) prior to Contract execution.
- b. Minnesota Statutes §363A.36. Minnesota Statutes §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter Commissioner) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minnesota R. 5000.3400-5000.3600.
 - i. **General.** Minnesota R. 5000.3400-5000.3600 implement Minnesota Statutes §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - ii. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers.
 - A. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - B. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- E. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- iii. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or Minnesota State.
- iv. **Certification.** The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

21. *[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 Contractor.** If the amount of this contract is in excess of \$500,000.00 and the Contractor has 40 or more full-time employees in Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, the Contractor must comply with the requirements of Minnesota Statutes §363A.44 prior to contract execution. Contractor must obtain an [Equal Pay Certificate](#) from the Minnesota Department of Human Rights (MDHR) or claim an [exemption](#) prior to Contract execution. Contractor is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. A certificate is valid for four years.
 - i. **Consequences.** The consequences for the Contractor's failure to secure and comply with Minnesota Statutes §363A.44 or make a good faith effort to do so, include but are but are not limited to, suspension or revocation of a certificate of Compliance by the Commissioner, and termination of all or part of this contract by the Commissioner or Minnesota State.
 - ii. **Certification.** The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.44 and applicable rules and regulations and is aware of the consequences for noncompliance.

22. OTHER PROVISIONS.

[DELETE THIS CLAUSE IF THERE ARE NO ADDITIONAL PROVISIONS TO THE CONTRACT.]

[ATTACH ADDITIONAL PAGE(S) IF NECESSARY.]

The remainder of this page was intentionally left blank.

[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]

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

APPROVED:

1. CONTRACTOR:

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

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

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

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

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date