MINNESOTA STATE COLLEGES AND UNIVERSITIES

SYSTEM OFFICE

REQUEST FOR PROPOSAL (RFP)
FOR
Enterprise Resource Planning (ERP) Solution

June 2019

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Minnesota State to award a contract or complete the proposed project and each reserve the right to cancel this RFP if it is in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding Vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the Minnesota State website, http://minnstate.edu/vendors/index.html. For this RFP, posting on the captioned website 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.
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Section 1: General Information

1: Notice

This Request for Proposal (RFP) does not obligate Minnesota State or its Board of Trustees to award a contract or complete the proposed project, and each reserve the right to cancel this RFP if it is considered to be in its best interest.

Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the Minnesota State website, http://minnstate.edu/vendors/index.html. For this RFP, posting on the captioned website 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.

Proposals must be submitted by the primary software vendor who is expected to be the long-term vendor contracted with Minnesota State. In cases where implementation services are provided by an external certified partner, the primary software vendor must select one service partner and present one single unified proposal.

2: Background Information

Minnesota State is the fourth-largest system of higher education in the United States. Minnesota State services approximately 375,000 students each year, and is comprised of 37 state colleges and universities with 54 campuses located in 47 Minnesota communities. Minnesota State is an independent state entity that is governed by a 15-member Board of Trustees.

For more information about Minnesota State’s strategic plans, mission, and vision, please view its website at http://www.minnstate.edu/

2.1: Current Technology System

Minnesota State’s Integrated Statewide Records System (ISRS) was created 25 years ago to implement a single, common accounting system to support the merging of public state universities, community colleges, and technical colleges. Minnesota State leveraged this opportunity to implement the technology not only to meet the minimum standard of consolidating accounting systems, but also to consolidate human resources functionality, financial reporting, and core student functionality (e.g., registration, student housing, financial aid, and student services). The original vision was based on the desire to create a single integrated data system that would serve the needs of all institutions (system office, colleges, and universities) and their students, faculty, and staff – all while providing flexibility to support autonomy and individuality of each institution and a single identity record (including core data) for all roles (students, faculty and staff) across institutions.

Minnesota State has established many high-level, student-based policies designed to provide equitable experiences across institutions. Beyond these policies, Minnesota State institutions have been allowed to exercise autonomy, which has resulted in various business processes. In addition, institutions have developed or purchased auxiliary solutions to augment ISRS system functionality.
The initial ISRS implementation was built using Digital VAX hardware, VMS operating system, and relational databases. Each institution housed its own database, all with the same structure. From 1995 through 2001, additional modules and a web interface (eServices) were developed and deployed to meet the needs of Minnesota State. By 2009, databases had been combined into a single instance and migrated to Oracle.

ISRS currently has 32 integrated modules with additional functionality developed each year. The diagram below depicts the ISRS modules (within the blue box) and their relationship with external systems (outer grey boxes). For further context, review Attachment 1: Background Information.

2.2: System Metrics

The following numbers represent some technology statistics that will help determine usage levels for the new ERP system.

Current ISRS Usage*

Estimated total database transactions per second (throughout fall start-up) .................100-900/sec

Total number of logins – client/server desktop application (fall start-up 2018) .................91,462

Lowest daily logins .......... 36

Highest daily logins .......... 5,611

Average daily logins .......... 3,518
Total number of logins – web application (fall start-up 2018) ..........................2,155,479
   Lowest daily logins .......... 16,779
   Highest daily logins .......... 246,365
   Average daily logins .......... 82,903
Total number ISRS logins web/client/server (fall start-up 2018) ..........................2,246,941
*Additional metrics can be found within Attachment 1: Background Information

Student
Total number of community and technical colleges.....................................................30
   (Enrollments ranging from less than 1,000 students to more than 15,000 each year, including
   students in certificate, diploma and associate degree programs)
Total number of state universities............................................................................. 7
   (Enrollments ranging between 6,500 and 18,500 each year, including students in certificate,
   associate, baccalaureate, master’s and doctoral programs)
Total number of academic program offerings.........................................................3,950
   (Program offerings cross nearly 300 disciplines; with nearly 700 programs provided online.)
Total number of degrees, certificates, and diplomas awarded annually.....................39,000
Total customized training, occupational, and professional classes offered each year.....over 15,000
Total number of credit-based students each year..................................................245,000
Total number of non-credit students each year.....................................................over 100,000
Total number of applications received annually......................................................240,000
Total number of credit course sections each year................................................95,000
Total amount of financial aid disbursed annually ................................................$1 billion
Total amount of Federal Pell Grants disbursed annually .................................$223 million
Total amount of Federal Direct Student Loans disbursed annually .....................$494 million

Finance*
Annual revenues.....................................................................................................$2 billion
   (Annual revenues are largely tuition sales and state appropriation.)
Annual expenses...................................................................................................$2 billion
   (Compensation costs are approximately 70 percent of operating expenses.)
Financial transactions per year.............................................................................12 million
   Accounts Receivable........ 2.5 million
   Journal Vouchers............. 2.2 million
   Encumbrance.................. 2 million
   Payroll.......................... 1.5 million
   Cash Receipts............... 1.4 million
   Cash Disbursements........ 0.8 million
   Other......................... 2 million
*Additional metrics can be found within the Minnesota State Financial Statements at: http://minnstate.edu/system/finance/accounting/financialstatements/index.html

Facilities
Number of buildings ................................................................. 900+
Square footage of Minnesota State buildings................................. 28 million
Acreage of Minnesota State Campuses........................................... 7,000

Human Resources / Payroll
Number of checks/advices issued to employees per fiscal year......................... 431,000
(The State of MN issues employee paychecks/advices.)
Number of checks/advices issued to student workers per fiscal year................... 207,000
Annual payroll for employees and student workers (including benefits) .............. $1.3 billion
Total number of faculty and staff.................................................. 21,500
(Ninety percent of employees work within one of eleven collective bargaining units. The remainder of employees are non-union, generally managerial and student workers.)
Total number of student workers.................................................. 21,000
Total number of administrative users............................................. 13,233
Total number of HR/Payroll users.................................................. 1,240
Estimated number of Time and Attendance users.................................. 12,300
Estimated number of hires/re-hires per year..................................... 15,000
Estimated number of employee separations per year.............................. 3,200

3: Nature of RFP
This RFP is undertaken by Minnesota State pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws. Minnesota State will select the vendor(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 cost-effectively. 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. Minnesota State reserves the right to cancel this RFP at any time if it is considered to be in its best interest.

3.1: ERP Solution
Minnesota State is seeking a next generation ERP solution with the following integrated suite of applications to provide a world-class student experience, while serving business operations and managing academic programs: Student Information System (SIS), Financial Information System (FIS), Human Resource Information System (HRIS), Reporting and Analytics. In addition, Minnesota State would like to explore options for replacing or integrating with existing auxiliary solutions noted within the functional requirements.
3.2: Implementation Services

Included in the vendor proposal should be a dedicated implementation services team to ensure the proposed solution(s) deliver on the requirements and needs of Minnesota State. The implementation services team will be responsible for the implementation of the proposed ERP solution(s), including but not limited to project oversight, integrations, data migrations, documentation, and training materials. The implementation services team must demonstrate experience and success in implementing cloud-based or hosted enterprise solutions in a statewide environment, while successfully guiding the organization through the change.

Minnesota State will provide a Program Manager, Project Manager, Change Management Lead, Communications Lead, subject matter experts and Transition Management Teams (TMTs) from each institution to assist with local change management activities. The implementation services team should assume resources will be located throughout the state; therefore, the implementation services team should have experience managing projects and facilitating meetings with remote teams by using collaboration tools (e.g., Skype for Business, Microsoft Teams, and SharePoint).

The proposed implementation services team is expected to work with the Minnesota State team to plan for and map data required from current solution(s) to the future ERP solution(s). The implementation services team will test, validate, and import the data provided by Minnesota State and partner with Minnesota State to resolve any issues. The Minnesota State team will cleanse data and provide extracts to the implementation services team.

The proposed team is expected to provide resources who will work with the Minnesota State team to plan and test integrations defined as in-scope during implementation planning. Integration services may include the implementation and testing of currently available integrations, custom-built integrations, or planning for integrations to be developed by Minnesota State.

The proposed implementation services team should include appropriate staffing and leadership to cover all phases of the project from planning through post-implementation support. This includes, but is not limited to, technical architecture, security definitions, business rules and configuration, testing, end user readiness and training, and companion reporting services for the duration of the engagement. See the implementation timeline below for the tentative project schedule.
As part of the RFP response, Minnesota State is seeking guidance from the proposed implementation services partner regarding timelines and preferred approach to project management and change management (e.g., methodology, team structure, deliverables) for an implementation of this magnitude.

Minnesota State has devoted significant time and effort to reflect on the current systems and consider possibilities for their future enterprise systems. This time and effort has provided Minnesota State an opportunity to define business needs and create requirements that emphasize important system functionality and process complexity.

4: Vision for a New ERP

The goal of Minnesota State’s future ERP solution is to enhance the student experience, which is foundational to providing an extraordinary education in Minnesota. To do so, Minnesota State strives to:

- Provide a seamless experience for students across the colleges and universities of Minnesota State.
- Provide technology that integrates and personalizes student engagement on and off campus.
- Enable the use of analytics to guide students through their education and allow the tracking of status towards completion to ensure students are successful in meeting their goals by enrolling in the right courses based on their major.
- Enable communications at every level to ensure that multiple channels of communication are used to reach each student.
- Make education more affordable through streamlined, simplified processes that are reliable, responsive, and developed with the student in mind.
- Use modern technology that enables personalization of the student experience.
- Create an integrated environment to capture data and improve decision making.

To meet these expectations, and ensure sufficient support for our student and administrative business processes for years to come, Minnesota State’s future ERP solution will be guided by the following principles.

- **Student outreach:** Deliver targeted outreach and engagement throughout the student lifecycle. Enable interactions across channels and devices (including mobile devices).

- **Data and analytics:** Improve the flow of information and access to business operations systemwide. Provide a mechanism for capturing data comprehensively across Minnesota State. Reduce the amount of redundant data across Minnesota State’s systems and ensure data within the systems have the highest degree of integrity and availability.

- **Full integration of non-core” and third-party solutions:** To provide the best overall experience, all ERP and ancillary technology solutions that are selected must be capable of being fully integrated and adequately supported.

- **Maintain competitiveness:** To provide Minnesota with the highest value and most affordable higher education option, the colleges and universities of Minnesota State must remain competitive with other educational entities within and outside the state, including private and primarily online institutions.

- **Systemwide processes and procedures:** To both establish and maintain a consistent user experience, and to leverage cloud-based SaaS technology solutions effectively, future-state processes will need to be defined or re-defined consistently across the system to support an
out-of-the-box implementation (to the degree possible while meeting compliance requirements). This may also include the definition or refinement of policies and practices that assure efficient and consistent processes are adopted across Minnesota State institutions.

- **Systemwide software consistency**: The number and type of technology solutions must be streamlined; duplicative solutions must be minimized or eliminated; and clear, effective governance must be established around the introduction, integration, and maintenance of third-party and non-core solutions. Add-on auxiliary systems will only be considered if the future ERP solution is unable to provide critical functionality.

- **Security**: Implement a stable, maintainable, secure, and intuitive suite of applications.

Below are additional capabilities Minnesota State would like to explore with the proposed ERP solution.

**4.1: Technology**

Minnesota State is seeking an ERP solution that uses a single instance, where all institutions share the same copy of the application code. The proposed ERP solution should have a way to support a single identity record (for students, faculty, and staff – including faculty and staff who are students and vice versa) and their relationships within Minnesota State institutions, departments, and academic programs. In addition, Minnesota State seeks to deliver the following technology capabilities:

- **Accelerated Response to Regulatory Mandates**: When new or changed regulatory mandates arise, the proposed ERP solution must be able to implement changes quickly and effectively to avoid compliance failures.

- **Workflow Management**: The proposed ERP solution must include comprehensive, configurable workflows to support common systemwide processes and procedures.

- **Mobility**: Minnesota State is seeking an intuitive, modern interface that provides ease of use, including browser- and device-agnostic access.

**4.2: Security**

Minnesota State is seeking an ERP solution that can support multiple institutions by administratively securing and segregating data for transactional processing and reporting by institution, region, or other designation that may occur as Minnesota State evolves. The proposed ERP solution must process sensitive student and employee information in a secure environment.

**4.3: Data Management and Reporting**

Minnesota State is seeking an ERP solution with the following capabilities:

- **Consistent and Reliable Data**: Minnesota State desires a solution that will assist them in ensuring data consistency and reliability by providing data definitions, dictionaries, and validation upon entry. Data maintenance and training must be provided to maintain data integrity and quality.

- **Smarter Data**: Minnesota State is seeking a data management solution that would include enhanced data capabilities (e.g., data sharing, classroom learning, virtual reality, walking through data, virtual campus visit) and the ability to make automatic assumptions related to data characteristics. The proposed solution should use data to learn what the user accesses at a high level and what is relevant to the user, keeping in mind that frequency is different from
importance, and it should compare learning across roles in Minnesota State (not personalized to the individual).

- **Reporting and Analytics Solutions**: A major goal of the colleges and universities is to improve the effectiveness, efficiency, and availability of information required to manage operations, reporting to accrediting and regulatory agencies, and institutional research support. The proposed solution must provide end-users with tools for generating standard and ad hoc reports leveraging aggregate data from various locations (including auxiliary solutions). In addition, it should utilize analytics to provide actionable insights to the enterprise.

4.4: Student Information System

Minnesota State is seeking an ERP solution that can deliver a combined student information system for colleges, universities, and workforce development for the management of all student data, academic programs and workforce development programs. The future ERP solution must manage the recruiting and application process for student admissions. It must manage course planning and course scheduling, document grading, attendance, bill tuition and fees, and enable comprehensive financial aid processing while ensuring compliance with federal and state laws and rules governing financial aid.

The proposed ERP solution must provide students with the capability to register for courses, build schedules, access transcripts, and access robust education planning and advising tools. In addition, Minnesota State seeks to deliver the following capabilities for students (credit, non-credit, continuing education, and customized training):

- **Integrated Student Experience**: Minnesota State would like to move towards a single student experience by integrating processes for the traditional degree-seeking student, post-secondary/concurrent enrollment student and non-credit learner. The solution must support a seamless and equitable user experience for those who attend multiple colleges and universities. The ideal solution will enable students to see and engage in opportunities across all institutions within Minnesota State while ensuring that all activities are appropriately transferred and recognized at each college or university.

- **Student Lifecycle**: All processes should be centered on a student life cycle rather than an administrative life cycle while accommodating administrative life cycles which may differ. Minnesota State needs the future ERP solution to be flexible in its delivery model terms such as semesters/terms, programs, courses, and degrees.

- **Unified Admission**: The proposed ERP solution should provide students with the ability to submit one application and documentation for admission or transfer credit review for consideration at all colleges and universities, or one of the student’s choice.

- **Unified Student Portal**: The proposed ERP solution should provide a unified student portal that allows students to view and register for all Minnesota State learning experiences, regardless of college, university, or course type (credit, non-credit, and continuing education).

- **Combined Transcript**: The proposed ERP solution should provide students with a single transcript that combines all Minnesota State course work, regardless of college, university, or course type (credit, non-credit, and continuing education).

- **Streamlined Financial Aid**: The proposed ERP solution must comply with federal and state laws and rules governing financial aid (e.g., FERPA, GLBA and Department of Education requirements). The proposed solution should provide a streamlined application process for financial aid allowing students who are enrolled at multiple Minnesota State colleges or
universities to upload verification documents once, and identify which institutions the documents should be shared with while ensuring compliance. In addition, the proposed solution should have the capability to present a student, or their proxy, with a unified, single billing statement (regardless of college, university, or course type - credit, non-credit, and continuing education), with the option to make one payment for all charges at any college or university.

- **Degree Planning:** The proposed ERP solution should provide students with a unified tool to track and monitor academic progress toward academic goals.

- **Workforce Automation:** The proposed ERP solution should provide automation to determine scholarship recipients or to apply financial awards to the student’s account. In addition, the proposed solution should provide the ability for organizations to register and pay for employee training (on behalf of one or multiple students) without admitting workforce students to a college or university of Minnesota State.

- **Unified Customer Relationship Management:** The proposed ERP solution should provide customer relationship management features that can support student communications regardless of college, university, or course type (credit, non-credit, and continuing education), and communications with organizations who are interested in, or have purchased, customized training.

4.5: Finance System

Minnesota State is seeking an ERP solution that can manage financial data for all Minnesota State institutions with the ability to aggregate data across the system, by individual institutions or by defined groups (such as regions). The proposed solutions must manage the general ledger, budgeting, purchasing, accounts payable, and fixed asset management; and must share data with the State of Minnesota financial, purchasing, and budget systems (SWIFT, SEMA4) to provide a comprehensive picture of Minnesota State’s financial operations and resources. In addition, Minnesota State seeks to deliver the following capabilities:

- **Procurement:** Minnesota State would like to explore the replacement of, or integration with, Jaggaer for managing and tracking procurement capabilities (e.g., sourcing, contract management, inventory control, and spend analytics). In addition, Minnesota State would like to incorporate process efficiencies by using contract templates to support the various needs of Minnesota State institutions.

- **General Ledger / Chart of Accounts:** The proposed ERP solution needs to manage a chart of accounts that can support the complex nature of Minnesota State (institutions of various sizes, shared services, and collaboration across institutions).

- **Budget:** The proposed ERP solution needs to provide timely and accurate budget reports to aid in strategic decision making. Seeking a solution that offers precision in the detail of personnel projections based on characteristics of bargaining agreements and plans. Need the ability to build scenarios to measure impact on budget, and support optimal decision making in the allocation of resources.

- **Accrual Accounting:** Minnesota State is considered a government entity engaged in business type activities. Accordingly, generally accepted accounting principles prescribed by GASB require that Minnesota State’s financial statements be presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized as they are incurred. The proposed ERP solution must be able to produce financial statements that conform to those principles, with the ability to also provide supporting detail for the summarized financial statements amounts.
• **Grant Management:** The proposed ERP solution needs to effectively manage single- and multi-year grants and sponsored projects, including post-award financial reporting on Minnesota State’s fiscal year, granting agency fiscal year, and grant period.

• **Financial Aid Applied:** The proposed ERP solution must manage award types by setting fund priority and rules for applying or removing funds to and from a student’s account for financial aid, payments, and scholarships. Manage award types by priority types and enforce award restrictions.

• **Accounts Payable:** The proposed ERP solution must ensure timely payments from local and state treasury accounts to purchasing card banks (U.S. Bank and Wells Fargo), vendors, student payroll, financial aid refunds, employee travel reimbursements, and other miscellaneous payments. Local payments must follow the accounts payable process within the proposed ERP while state treasury payments are recorded in the ERP and transmitted to SWIFT for payment by the State of Minnesota.

• **Tax Reporting:** The proposed ERP solution must have the ability to support tax reporting for students, student workers, and vendors while providing data to the State of Minnesota for tax reporting.

4.6: **Facilities, Public Safety, and Student Housing**

Minnesota State is seeking an ERP solution that offers the functionality to support an enterprise asset management system to track its land and improvements encompassing approximately 7,000 acres, totaling nearly 28 million square feet and valued at over $10 billion. Specifically, Minnesota State would like to explore opportunities for:

• **Asset Management:** Minnesota State would like to explore the functionality of establishing land and facility details to manage real property and building inventory and the impacts of acquisitions, dispositions, leases (and integration with procurement), easements and other real property interests, and would also serve as the basis for capitalization and depreciation of capital assets (e.g., equipment, building, and building improvements). Minnesota State desires functionality that would allow compliance with the new GASB lease standards.

• **Building Condition Forecasts:** The proposed ERP solution may be considered for the replacement of the current tool (VFA Facility) being used to forecast building condition backlog and renewal needs, which is an integral part to Comprehensive Facilities planning and capital bonding requests at the legislature. The tool currently does not integrate with ISRS.

• **Residential Life Management:** The proposed ERP solution may be considered for the replacement of the current residential housing management tool, StarRez, which would offer the capability of matching roommates, preferences, billing and the like among the universities and colleges that offer a residential experience.

• **Construction Project Management:** The proposed ERP may be considered for the replacement of the current construction project management tool, e-Builder, which manages and documents the financial arrangements of all major construction projects throughout the system, and also serves as a document repository of completed projects.

• **Space and Event Scheduling:** The proposed ERP solution may be considered for the replacement of the current space and event scheduling software, EMS Campus, which provides tools for the campuses to schedule classes, events (e.g. camps, athletic events, and resources (e.g. cars and equipment).
- **Computerized Maintenance Management System (CMMS):** Minnesota State would be interested in an enterprise solution for a CMMS that offers all campuses the consistent maintenance and repair requests and management system.

- **Geographic Information System:** Minnesota State would be interested in a solution that integrates geographic information system (GIS) data, which are currently in ESRI ArcGIS (shapefile) and (mxd) format.

### 4.7: Human Resources and Payroll

Minnesota State is seeking an ERP solution for human resources and payroll. The proposed solution must support managing employee assignments, employee intake, seniority, time reporting, leave accrual, tuition waiver, faculty salary placement, faculty credentialing, faculty workload management, and adhere to the state’s requirements for faculty and staff payroll, benefits, and tax reporting. In addition Minnesota State seeks to deliver the following capabilities:

- **Hiring and Onboarding:** Communication is vital during the hiring and onboarding process to engage and retain employees. Minnesota State would like to explore efficiencies to ensure newly hired employees receive the information, access, and tools they need in a timely manner to perform their roles and responsibilities. This includes providing technology credentials for access to required enterprise systems, establishing access to systems, physical locations, and adding the individual to the appropriate information and online communities.

- **Managing Data and Personnel Actions:** Ensuring data is easily accessible by both HR professionals and employees is a key component of the system. Minnesota State would like to explore the automation of current processes to minimize the need for manual data entry. The proposed solution should include record keeping of work history and position data for employees, and provide online viewing of the employee profile.

- **Benefits:** Minnesota State seeks to provide employees with a single point of access for the State of Minnesota’s HRIS solution (SEMA4) and the proposed ERP solution self-service functions.

- **Performance Management:** The proposed ERP solution should provide tools to assist with performance management and succession planning.

- **Student Hiring and Payroll:** Unlike the traditional employees, student employee hiring and payroll is not managed by the State of Minnesota’s HRIS solution (SEMA4). The student employee hiring and payroll processes are currently functions facilitated at individual institutions. Hiring and time tracking is supported by various local tools with data being uploaded to ISRS for pay rate management, funding management and payroll processing. Minnesota State seeks an ERP solution that will assist institutions in managing the student employee processes end-to-end with the use of workflows covering hiring, onboarding, time-tracking, fund management and payroll processing.

### 5: Selection Process

The selection process includes an evaluation of all qualified proposals. Accordingly, Minnesota State, with the recommendation of the NextGen RFP Team, and the Steering Committee shall select the Vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Minnesota State’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost-effective manner. See Section 3: Response Evaluation for detailed scoring criteria.

Minnesota State 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 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. Minnesota State will not be responsible for any costs incurred by the vendor in preparing and submitting a proposal or in performing other activities related to this RFP and the selection process.

6: Pre-Proposal Vendor Review

Minnesota State will hold a pre-proposal vendor review on Thursday, June 27, 2019, from 1:00 pm to 3:00 pm CT, via a web conference call. The pre-proposal vendor review is not mandatory, but all potential or interested respondents are recommended to attend. Details will be posted 24 hours in advance on the Minnesota State website, http://minnstate.edu/vendors/index.html

7: Q&A Format

All questions pertaining to the RFP must be submitted using Appendix 5: Vendor Q&A and sent via email to NextGenRFP@MinnState.edu no later than Friday, July 19, 2019. Questions that do not follow this process cannot be guaranteed a response. Questions received after the deadline will not be responded to.

Questions must include the name of the questioner and his or her telephone number, fax number and/or e-mail address. Anonymous inquiries will not be answered. All questions and answers will be made publicly available on the Minnesota State website (http://minnstate.edu/vendors/index.html) as they are received with all questions being answered no later than Friday, July 26, 2019.

8: Selection Timeline

Tier 1
• Thursday, June 20, 2019…………..Minnesota State publishes RFP notice
• Thursday, June 27, 2019…………..1pm – 3pm CT, Pre-Proposal Review
• Friday, July 19, 2019……………..Deadline for vendor questions
• Friday, July 26, 2019……………..Deadline to post responses to vendor questions
• Tuesday, September 3, 2019………..3pm CT, Deadline for RFP proposal submissions
• Wednesday, September 4 to Thursday, October 17, 2019….. Review RFP proposals

Tier 2
• Friday, October 18, 2019…………..Invite select vendors for demonstrations and interviews
• November 2019…………………….Demonstrations and interviews by invited vendors
• January 2020……………………….Negotiations begin with the preferred vendor
• March 31, 2020……………………..Planned deadline for executing the contract

Minnesota State reserves the right not to award a contract. The dates noted above are estimates. 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 timeline above.
9: RFP Information Contact

Minnesota State’s agent for purposes of responding to inquiries about the RFP is:

    Name: Jennell Flodquist
    Title: ITS Purchasing and Contract Administrator
    Address: 30 7th Street East, Suite 350, St. Paul, Minnesota 55101
    Telephone: 651/201-1524
    E-mail address: NextGenRFP@minnstate.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Minnesota State does not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons or contractors.
Section 2: RFP Responses

1: Proposal Format

Proposals must be submitted by the primary software vendor who is expected to be the long-term vendor contracted with Minnesota State. In cases where implementation services are provided by an external certified partner, the primary software vendor must select one service partner and present one single unified proposal.

All responses must be provided using the response documents noted below and remain in the format provided. Links can be used on a limited basis when needed. Links that cannot be accessed by Minnesota State will not be revisited. Changes to the provided response documents will result in the proposals not being considered.

Cost information is only allowed in Appendix 4: Cost Proposal Workbook.

Responses that do not follow the directions within this section will result in the proposals not being considered.

1.1: Cover Letter

The cover letter page must be on company letterhead and include the name and working address of the firm submitting a proposal, the name, telephone and e-mail address of the primary company representative to be contacted with reference to the proposal, and the date of submission. The cover letter should also include the following:

- Brief introduction of the Vendor(s), corporate structure, and major business lines.
- Exceptions to the terms and conditions found in Exhibit A
- Availability for presentations in a ranked order as indicated in Section 3: Responses Evaluation

1.2: Response Documents

Vendors must complete the following appendices and exhibits. Each appendix can be found at http://www.minnstate.edu/vendors/index.html; under Enterprise Resource Planning (ERP) Solution RFP. Exhibits can be found at the end of the RFP.

- Appendix 1: ERP Functionality Requirements (Includes: Mandatory, General, Student, Finance, Facilities and Public Safety, Human Resources/Payroll, Relationship and Communication Management, Event Management, Data Management, Technology, Integrations)
- Appendix 2: Qualifications, Experience & Roadmap (Includes: Vendor Qualifications, Statewide/Complex Experience, Strategic Roadmap)
- Appendix 3: Implementation Services
- Appendix 4: Cost Proposal Workbook
- Exhibit A: Contract Terms and Conditions
- Exhibit B: Affidavit of Non-Collusion
- Exhibit C: Affirmative Action Certificate (Notice to Contractors)
- Exhibit D: Affirmative Action Certificate (Notice to Vendors)
- Exhibit E: Equal Pay Certification Application
- Exhibit F: Veteran-Owned Preference Form

All response documents must be submitted using the following naming convention.

ArtifactName_CompanyName.file-extension

For Example
Appendix1_Requirements_ABCCorp.xlsx
Appendix2_Qualifications-Experience-Roadmap_ABCCorp.docx
Appendix3_Implementation-Services_ABCCorp.docx
Appendix4_Cost-Proposal_ABCCorp.xlsx

Supplemental materials must be provided when requested by Minnesota State or when deemed important by the vendor. Supplemental materials must be appended to the response using the following naming convention:

Section_QuestionNumber_CompanyName.file-extension

For Example
Security_Question#_ABC Troll.xlsx
ImplementationService_SOW_ABCCorp.docx

1.3: Subscription/License Agreement(s) and SOW

Each proposal must contain a sample subscription or license agreement, hosting or managed services agreement(s) if applicable, and the proposed implementation services statement of work.

2: Duration of Offer

All proposal responses must indicate they are valid for a minimum of two hundred seventy (270) calendar days from the date of the proposal opening unless extended by mutual written agreement between Minnesota State and the Vendor.

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

3: Authorized Signature

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

4: Submission

Vendors must submit an electronic copy of the proposal by mailing a flash drive to the physical address below, or uploading the proposal to a shared secured folder.

Vendors interested in submitting their proposal via a shared folder must contact Minnesota State via email (NextGenRFP@MinnState.edu) by noon on Monday, August 26, 2019. Requests should include the name and email address for each vendor contact requiring access. Shared folders will be created by Minnesota State and will only be accessible to Minnesota State and the vendor contact(s) noted within the request. Requests for a shared mailbox received after noon on Monday, August 26, 2019 will not be processed.

Directions for accessing the shared folder will be provided to the vendor contact(s). Each contact who is granted access is responsible for testing access no later than noon on Wednesday, August 28,
2019. Minnesota State will not be responsible for access issues identified after noon on Wednesday, August 28, 2019.

Electronic proposals must be received via mail or within a Minnesota State created shared folder no later than **Tuesday, September 3, 2019, 3:00pm CST**. Late responses will not be considered.

Name: Jennell Flodquist  
Title: ITS Purchasing and Contract Administrator  
Address: 30 7th Street East, Suite 350, St. Paul, Minnesota 55101  
Telephone: 651/201-1524  
E-mail address: NextGenRFP@minnstate.edu

Fax and emailed proposals will not be considered.

**5: Minnesota Government Data Practices Act**

All materials submitted in response to this RFP will become property of Minnesota State and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected Vendor. If Vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, Vendor must:

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

Minnesota State will not consider the prices submitted by the Responder or contract documents proposed by the Responder to be proprietary or trade secret materials.
Section 3: Response Evaluation

1: Scoring Criteria

VENDORS MUST PASS ALL MANDATORY REQUIREMENTS IN ORDER TO HAVE THEIR PROPOSALS EVALUATED. Responses meeting the mandatory requirements in Appendix 1: ERP Functionality Requirements will be further evaluated using the following criteria.

Tier 1 – Proposal Evaluation

- Cover Letter and Vendor Qualifications – 5%
- Statewide and Complex Client Experience – 5%
- ERP Software Functionality Requirements – 45%
- Implementation Services – 25%
- Strategic Roadmap – 10%
- Price – 10%

Tier 2 - Select vendors from Tier 1 will be invited and required to interview and provide a demonstration on site. Tier 2 will be further evaluated using the following criteria.

- Oral Presentations, Software Demos, Implementation Service Interviews and Reference Checks – 60%
- Final Pricing – 40%

2: Demonstrations & Interviews

Select vendors will be invited, and required, to present demonstrations and participate in on site interviews.

Sales and marketing materials are not to be presented. At least two individuals from the vendor’s organization will be required to be on site. Conference call access will be available for participants not on site. Wireless access will be available, but if your demonstration requires access to resources via the Internet, we recommend a backup plan (e.g. flash drive or other mobile media) in the event wireless is not functioning properly with the vendor’s laptop(s). The vendor(s) will also be required to provide either a flash drive or a CD of their presentation.

Vendors are asked to rank the below dates in order of most preferred and include that information in the Cover Letter. If selected, Minnesota State will do its best to accommodate vendor preference. Minnesota State reserves the right to schedule on site demonstrations on dates other than those listed below. Failure to accept an invitation to present may result in a proposal not being considered for further review and evaluation.

Available Demonstration and Interview Dates

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Order of Preference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, November 5, 2019 to Thursday, November 7, 2019</td>
<td></td>
</tr>
<tr>
<td>Tuesday, November 12, 2019 to Thursday, November 14, 2019</td>
<td></td>
</tr>
<tr>
<td>Monday, November 18, 2019 to Wednesday, November 20, 2019</td>
<td></td>
</tr>
<tr>
<td>Tuesday, December 3, 2019 to Thursday, December 5, 2019</td>
<td></td>
</tr>
</tbody>
</table>

Finalist will be notified of their demonstration and interview date on Friday, October 18, 2019.

Vendors will be expected to base their presentation on a script which will be provided by Minnesota State approximately four weeks before the presentation date. Vendors should note the expectations
for personnel interviews as outlined below. A final list of interview personnel will be refined and issue with the demo script.

For planning purposes, the ERP demonstrations will include the following:

- General overviews of the vendor, solution, implementation services and product roadmap.
- Product demonstrations for student, finance, human resources/payroll and technical areas.
- Implementation service presentation will include project timeline, implementation approach and methodology.
- Interviews with implementation services team; includes the functional leads for student, finance and human resources/payroll; program/project managers, and leads for reporting, communication, data migration, security, data analytics, and technical areas.

Only solutions identified in the proposal, and within the cost workbook will be allowed to be demonstrated.

3: Proposal Rejection and Waiver of Informalities

This RFP does not obligate Minnesota State to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Minnesota State also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Reject any proposal if it is determined that a Vendor’s The ability to work with the existing infrastructure will be too limited or difficult to manage;
- Select a proposal for contract negotiation other than the one with the lowest cost;
- Negotiate any aspect of the proposal with any Vendor;
- Terminate negotiations and select the next most responsive Vendor for contract negotiations;
- Terminate negotiations and prepare and release a new RFP;
- Terminate negotiations and take such action as deemed appropriate.
Section 4: Requirements

1: Mandatory Requirements

VENDORS MUST PASS ALL MANDATORY REQUIREMENTS IN ORDER TO HAVE THEIR PROPOSALS EVALUATED. Mandatory requirements must be responded to within Appendix 1: ERP Functionality Requirements.

Responses must include a status on availability for the functionality, as follows:
- Yes, functionality is currently available as part of the proposed solution
- No, functionality is not available

2: ERP Functionality Requirements

Minnesota State is seeking a solution that uses a single instance, where all institutions share the same copy of the application code and all data is in a single, shared data store. The system must support the multiple institutions by administratively securing and segregating data for transactional processing and reporting by institution, region, or other designation that may occur as the system matures and evolves.

An integrated data solution will need to support the colleges and universities of Minnesota State and create a seamless user experience for students, faculty, and staff who cross organizations. For example, students may take courses at their primary institution, as well as at other colleges and universities. The ideal solution will enable students to see and engage in opportunities across colleges and universities while ensuring that all activities are recognized for each institution’s record of student information. All processes should center on a student life cycle rather than an administrative life cycle.

The requirements identify key functionality that Minnesota State is looking for in the ERP administrative application.
- Understanding that no solution will provide all the described functionality, Minnesota State is looking for the solution (or combination of solutions) that best meets the most requirements for the broadest range of stakeholders.
- The functionality captured is a summary of the most significant requirements for each functional process area identified. Expectations are that a robust, comprehensive solution will also provide the standard functionality that is expected of any leading solution.
- The functionality required supports Minnesota State’s desire to consolidate auxiliary solutions by exploring the options available for replacing or integrating current solutions with the proposed ERP solution.

Respond to each question using Appendix 1: ERP Functionality Requirements. Responses must include a status on availability for the functionality, as follows:
- **Meets Requirement:** Functionality is included in the proposed solution and available in the current release. If the requirement is met by a third party solution, indicate the solution name in the Name of Third Party Software column and include comments describing how integration will be provided and maintained.
- **Partially Meets Requirement:** Functionality is partially available in the proposed solution. Vendors must provide comments describing what is and is not available, or if some functionality will be delivered in a future release.
- **Meets with Future Release**: Functionality will be available in a future release. Vendors must provide anticipated release date in the Future Release Date column and describe anticipated functionality in comments.

- **Requires Custom Build**: Functionality can be provided with custom modifications. Vendors are requested to add more information regarding how the requirement can be met in comments.

- **Not Available/Proposed**: Functionality is not available or will not be proposed.

Additional comments or explanations are encouraged but not required.

### 3: Vendor Qualifications & Experience

Qualifications, experience and roadmap must be described by responding to the questions within Appendix 2: Qualifications, Experience & Roadmap.

#### 3.1: Vendor Qualifications

Minnesota State is a large, complex state-wide entity that operates on multiple levels. The proposed solution infrastructure will need to be extensive, span numerous stakeholders, and potentially include many technologies that are new to Minnesota State. The use of a single software instance to support the multi-institutional Minnesota State system will require data segregation, data sharing, and data restrictions, among not only the institutions, but also regions, centers of excellence, and permit growth for the future. Deployment of these technologies will require coordination among the 37 institutions and many state agencies. The results will create a dramatically different ERP platform and operations for Minnesota State. Vendors must describe their qualifications to meet the needs of Minnesota State.

#### 3.2: State-wide/Complex Experience

Vendors must display their experience with state-wide and complex clients of a similar size/make-up for both the software vendor and implementation services partner.

#### 3.3: Strategic Roadmap

Vendors must describe how their proposed product roadmap and strategy will ensure the needs of Minnesota State.

### 4: Implementation Services

Minnesota State requires implementation services to be provided by the primary software vendor (either by themselves or in conjunction with an implementation partner) for the implementation of the proposed ERP solutions(s). Implementation services should include a comprehensive program covering all phases of the project from planning through post-implementation support. This includes, but is not limited to, technical architecture, security definitions, business rules and configuration, testing, end user readiness and training, and companion reporting services for the duration of the engagement.

- **Data Migration Services**. The proposed implementation services team is expected to provide resources who will work with the Minnesota State team to plan for and map data required from current solution(s) to the future ERP solution(s). The team will test, validate,
and import the data provided by Minnesota State and partner with Minnesota State to resolve any issues. The Minnesota State team will cleanse data and provide extracts to the implementation services team.

- **Integration Services.** The proposed team is expected to provide resources who will work with the Minnesota State team to plan and test integrations defined as in-scope during implementation planning. Integration services may include the implementation and testing of currently available integrations, custom-built integrations, or planning for integrations to be developed by Minnesota State.

Describe how the proposed implementation services team will ensure the needs of Minnesota State are met by responding to the questions within the Appendix 3: Implementation Services. Responses should include an appended proposed Statement of Work (SOW) for Minnesota State. All costs should be outlined in the Appendix 4: Costs Proposal Workbook.
Attachments

The following Attachments have been provided to offer further context around the RFP.

- Attachment 1: Background Information, continuation of Section 2
- Attachment 2: Definition of Terms
1: Student Information and Enrollment

The student modules within ISRS promote consistent processing for all credit-based student services, including student registration, curriculum-term course, enrollment management, grades/transcripts, and financial aid at each college and university. ISRS securely manages data accessibility for various Minnesota State departments while abiding by state and federal laws and regulations. Data is used by Minnesota State institutions to determine opportunities for establishing and promoting student engagement (e.g., identity-based student services, student clubs and organizations, early academic alerts, athletics, campus community resources, residence life, internships, career services, and health and wellness).

Student information and enrollment functionality includes:

- **Recruitment and Admissions:** The recruitment of credit-based students is tracked and managed locally through auxiliary solutions up to the point of application to any college or university of Minnesota State. ISRS manages multiple application cycles, types of admissions applications, and workflows to delineate the type of student being admitted (e.g., degree seeking, non-degree seeking high school dual-enrollment/PSEO/concurrent and co-admission with multiple institutions).

- **Registration:** ISRS supports various local registration processes permitting Minnesota State students to register in courses at multiple institutions where admitted, or where enrolled in a program with dual-admission. The registration capacity per term is 22 credits; the number of non-credit courses is unlimited. Courses at each institution vary in length, start dates, and end dates depending on the term, course, and program.

- **Financial Aid:** ISRS has been customized and configured to meet the financial aid needs for a diverse student body at each college and university while maintaining continued regulatory compliance.

- **Academic Curriculum and Scheduling:** ISRS supports the development of curricula and programs for the colleges and universities by providing data for local planning and forecasting, and allows the creation of schedules, section offerings, new courses, and faculty assignments for a defined timeframe (usually a semester or academic year). ISRS integrates with a web-based program, Program Navigator, to maintain the inventory of academic programs for all colleges and universities. Workflow within Program Navigator varies by the college or university based on local preferences. Once local approvals are complete, the information flows electronically to the system office for approval and the college or university is notified by email. The program planning process is designed to ensure students can complete the program in an acceptable timeframe and within accreditation standards.

- **Course Placement:** ISRS stores test scores (e.g., ACT, SAT, AP, IB, Accuplacer, TOEFL, IELTS, and GED) imported by a timeframe batch upload by each college and university.

2: Workforce Solutions

Minnesota State’s Workforce Solution department uses rSchoolToday to manage non-credit courses, conferences and events. This includes program management, class scheduling, enrollment, registration, student communications, waitlist management, and billing activities, with data transfers to ISRS for financial, HR, and reporting requirements. Key information in rSchoolToday integrates
with ISRS. The frequency of the updates between the two systems varies from near-real-time to weekly, depending on the type of information.

Workforce Solutions provide convenient and flexible training resources, consultative solutions, needs assessments and a wide variety of technical resources for businesses to increase both productivity and employee skills. Customized trainers are subject matter experts with real-world experience who train for companies or individuals through various delivery options throughout the State of Minnesota, the country and around the world. Through our eight regional enterprises, our goal is to provide just-in-time solutions to meet the needs of businesses and individuals.

Non-credit student registration information including individual financial transactions are only available in rSchoolToday dating back to 2016 - when the first campuses began using the system. All historical data and campus financial data is stored in ISRS. Production of the student’s official transcript is through ISRS. rSchoolToday provides an unofficial student transcript. Non-credit programs do not offer a degree, and continuing education unit (CEU) certificates of completion are created by merging rSchoolToday data with a Microsoft Word template - printing is not done directly from rSchoolToday.

3: Finance

The finance modules within ISRS keeps all records in a single financial information system. Modules include budgeting, cost allocation, accounting, payable, receivable, inventory, equipment, auxiliary account, vendors, facilities, and salary projections. In addition, the finance module supports the following student services: drop non-pay, direct deposit, collections, refunds, student payroll, and taxes.

ISRS currently interfaces with auxiliary systems to post transactions, including but not limited to Jaggaer e-Procurement, StarRez (housing management solution), e-Builder (capital project management tool), Campus EMS (academic and event space scheduling), and others.

Minnesota State must follow State of Minnesota accounting practices. Being an agency of the State of Minnesota, Minnesota State uses the state’s PeopleSoft accounting system called SWIFT (Statewide Integrated Financial Tools). SWIFT was not designed to support all activities such as the interaction with Minnesota State student systems, the complexities of collective bargaining agreements, or the level of accounting detail required by Minnesota State. The State of Minnesota would still hold the majority of Minnesota State cash, process vendor payments, and process payroll. As a result, most transactions originate in Minnesota State systems and interface to the State of Minnesota to complete the processing. Employer taxes and contributions are calculated by the State of Minnesota in the payroll process and interfaced back to Minnesota State systems.

In summary, ISRS (and the future ERP solution) is expected to interface with SWIFT for the below finance functions in a manner that meets their accounting rules. (See the MMB site for further information – https://mn.gov/mmb/accounting/.)

- Maintenance of a statewide vendor master file
- Employee payroll (processed in SEMA4, a module of SWIFT), excluding student payroll
- Payments made with state treasury funds

Minnesota State receives appropriations from the state legislature to fund general operations. State appropriations do not lapse at fiscal year-end. Any unexpended appropriation from the first fiscal
year of a biennium is available for the second fiscal year. Unexpended balances may also carry over into future biennia.

The State of Minnesota requires accounting at the budget year, organization (financial department identification level), fund, appropriation, and account level. Capital projects remain open for several years but retain the budget year of origin. Minnesota State has a more detailed and expanded chart of accounts, but all necessary attributes map to one of the State of Minnesota chart of accounts attributes. The State of Minnesota recognizes receipts when the cash is received and expenditures when the cash is disbursed. A special period exists after the end of the fiscal year where activity is coded back to the previous fiscal year if it originated in that year.

Minnesota State records account receivables in its accounting system but does not interface them to the State of Minnesota system. Customer payments against a receivable are converted to a cash receipt with the proper revenue account through the interface process. This translation is necessary to comply with State of Minnesota accounting procedures for receipts.

Minnesota State budgetary accounting, which is the basis for annual budgets and allocation of the state appropriation, differs from generally accepted accounting principles (GAAP). Budgetary accounting includes all receipts and expenses up to the close of the books in September for the budget fiscal year. Revenues not yet received by the close of the books are not included. The criterion for recognizing expenses is the actual disbursement, and not when the goods or services are received.

The State holds the cash for Minnesota State general operations, revenue fund activity, some grants, and bonding projects, and has established a set of appropriations to apply budget and spending controls in their accounting system. Colleges and universities have local banks for financial aid, auxiliary activity, student activity fees, student payroll, and student organizations. The State combines the cash receipts from Minnesota State in the state treasury with receipts from other State agencies. Total receipts and appropriated dollars received from the Legislature combine to create spending authority. Expenditures reduce spending authority in budgeted appropriations. Minnesota State treats spending authority as cash in its accounting system, so the terms are interchangeable in this document.

Similar to ISRS, the future ERP must distinguish the different type of bank accounts tied to the chart of accounts. When accounting activity reports to the State of Minnesota treasury bank account, the transaction will need to interface to the State of Minnesota system (SWIFT). The accounting activity for local banks does not interface to the State of Minnesota systems. Many accounting events generate multiple transactions in funds that are in separate bank accounts. For example, a financial aid disbursement also generates a payment against the student receivables and potentially an overage payment. Minnesota State initiates a movement of cash by using Due from Other Funds and Payable to Other Funds transactions instead of immediately reducing Cash. The Due From and Payable To balances are then resolved by creating transactions that result in the movement of cash between the State of Minnesota Treasury and the local bank account of a college or university.

4: Facilities, Public Safety, and Student Housing

Facilities

Minnesota State does not have a single system for Enterprise Asset Management and uses several third-party tools to manage its 54 campuses.
The facilities department(s) within the system office, colleges, and universities are responsible for maintaining documentation of regulatory compliance, managing master planning, capital project planning, project architect and contractor selection, construction administration, real property management, and maintaining policies, procedures and standards for facilities maintenance.

System office facilities leads the prioritization and management of the system’s capital bonding requests and provides planning and coordination for the sale of revenue bonds in support of institutional facilities, such as student housing and student union facilities.

One of the key responsibilities is maintaining accurate and timely information regarding the various facilities on each campus, including the buildings, classrooms, laboratories, offices, athletic spaces, and housing. Building information records also include characteristics for each room, such as related rooms, seating types, and others. Minnesota State uses the following facilities-related systems. ISRS is used to plan and schedule academic course offerings; accounting system to process payments/receipts revenues for capital projects, contractors, etc. Interfaces with e-Builder, StarRez, and EMS Campus (noted below):

- **EMS Campus (Event Management Solution)**: Users request reservations for classes and events in college and university buildings and leased properties. Its functionality and reporting is limited to tracking room and seat occupancy. Data for academic space/use is sent from EMS Campus to ISRS.

- **StarRez**: Student housing management solution that contains building/room information.

- **Capital Renewal (currently VFA Facility)**: Maintains the most complete record of building inventory for college and university facilities. Used for forecasting future backlog and future renewal needs in Minnesota State buildings, but it is not a full asset management solution. ISRS building data is entered into ISRS and Capital Renewal separately, with no existing interface between the two systems.

- **e-Builder**: The system of record for changes to capital projects/building over $250,000 and used from project inception to completion for all capital improvements. e-Builder also serves as a project management tool by tracking design and construction obligations and project costs to ensure compliance and accountability for capital programs and expenditures. e-Builder has a two-way interface with ISRS to manage the financial aspects of construction projects.

- **Computerized Maintenance Management System (CMMS)**: Each college and university has a local work order management system (commercial or manual) and process to address day-to-day facilities requests (such as room set-up), routine and emergency maintenance and repairs.

- **rSchoolToday**: Is used to plan and invoice non-credit courses, and provide building/room information.

**Public Safety**

Public Safety & Compliance assists each college, university, and the system office to create, implement, and monitor appropriate plans, programs, procedures, and training, consistent with applicable legal and professional standards, regulations, and available resources to promote safety and security of individuals and Minnesota State property.

Safety administration is managed locally at each college and university. The system office manages an enterprise-wide license for Blackboard Connect, which provides public safety notifications and the emergency notification systems. Each college and university is required to have an emergency
management plan, continuity of operations plan, and software solutions for anonymous reporting of sexual assault.

Federal and state regulations require each college and university to comply with safety and training program standards. Minnesota State accesses and tracks safety training using the State of Minnesota’s PeopleSoft Enterprise Learning Management v9.2 (i.e., ELM) system.

Student Housing

ISRS interfaces with StarRez to manage student housing and dining contracts for ten (10) Minnesota State residential colleges and six (6) universities. StarRez allows students to submit applications for housing, and provides Minnesota State with real-time reporting of residents, assigned units, available units, and expected arrivals and departures.

Other StarRez functionality includes:

- **Core Student Data Integration**: Interfaces with ISRS for housing eligibility and housing preferences, such as gender, living-learning community, emergency contact, and contract management.
- **Flexible Calendar Management**: Provides the capabilities to accommodate different activities, such as early move-in periods, end dates, and application deadlines.
- **Room Assignment**: Provides the ability to configure room assignment criteria based on resident preferences, room blocks for targeted groups (e.g., athletes, engineering, and sustainability), and the creation of a room lottery and configurable notifications of room assignments. Room assignments in StarRez are sent to ISRS at student campus addresses.
- **Room Configuration and Preferences**: Manages room inventory configurations (e.g., renovated, un-renovated, double, single, honors, graduate, and suite style). Also maintains occupancy and room booking status.
- **Waitlist Capabilities**: Establishes waitlist and optimizes room matches based on criteria established by the institution; allows prospects to add themselves to the waitlist for particular halls or room types.
- **Meal Plan Management**: Provides customizable meal plan option(s) based on user-defined criteria, and provides the ability to extract data to third-party dining services.
- **Housing and Dining Contracts**: Creates, manages, and retains contracts electronically for student housing and dining.
- **Facilities and Special Accommodations**: Integrates with ISRS for rooms, floors, and other building data.
- **Room Request Processing**: Provides roommate matching capabilities, prioritization, and notifications to residents (e.g., wait listing, dates, charges, and fines) and manages the returning student process.
- **Billing**: All charges (including damages) are calculated and billed in StarRez, which integrates with ISRS to post to student accounts.
- **Facility, Space, and Equipment Operations**: Manages check-in and check-out procedures, facilities maintenance, equipment rentals, recording of keys, mail/package handling, and room condition inventory.

The future ERP solution would either offer a compatible replacement to the current auxiliary solution or interface with the current auxiliary solution.
5: Human Resources and Payroll

The human resources and payroll modules within ISRS are the system of record for employee information. Modules include: human resources (including assignments, seniority, time reporting, leave accrual, tuition waiver, payroll, employee intake, and faculty salary, placement, and credentialing), organizational maintenance (including departments/divisions, leaders, and directory information), faculty workload management (including instructional and non-instructional, HR assignment, and contracts). The Minnesota State ERP is the system of record for employee information, such as demographics, workload, assignment, and benefits.

ISRS has been designed to accommodate Minnesota State’s relationship with the State of Minnesota and their organizational structure (as displayed below), which differentiates them from similar organizations:

- **Shared Transactional Services**: Institutional human resources offices are responsible for the interaction and customer service to employees, while transactional and operational human resources services are delivered through shared service centers utilizing common business processes that support multiple institutions. Some of these transactions include managing collective bargaining records, assignments, benefits, unclassified leave, processing faculty workload, and data required for payroll interface with SEMA4. The shared services model requires separation of duties and internal controls with differing levels of system access for local human resources staff, human resources service center staff, and system office staff. Individuals who have a role at the system office or in the service center have access to systemwide information for all institutions.

- **Shared Management**: Some institutions have partnered at the management level to seek efficiencies and cost savings. As a result, employees may report to a supervisor who works for a different institution within Minnesota State.

- **Relationship with the State of Minnesota**: Due to Minnesota State not having statutory authority to run their own payroll, ISRS (and the future ERP solution) must provide data to the State of Minnesota’s payroll and tax reporting system, PeopleSoft HCM v9.2 (i.e. SEMA4). There are various interface points within ISRS to ensure information is available in both systems, although not all data collected is interfaced to SEMA4. ISRS (and the future ERP solution) must calculate bi-weekly and lump-sum pay amounts for faculty to be provided to SEMA4 each pay period. In addition to accessing ISRS for employee information, employees also utilize SEMA4 self-service for payroll and benefit-related functions (e.g., viewing paystubs and W2s and maintaining benefits enrollment).

- **Collective Bargaining Units**: Minnesota State has faculty and staff covered by eight collective bargaining agreements and three compensation plans, each with unique rules governing workload assignments, pay, leave accrual/usage, benefits, seniority, etc. Collective bargaining agreements are renegotiated every two years, resulting in changes to the Human Resources/Payroll operations, some of which require retroactive implementation.

Human resources/payroll functionality includes:

- **Position Management**: SEMA4 is the system of record for position management. ISRS (or the future ERP solution) is responsible for projecting salary and benefits for budgeting.

- **Recruitment and Selection**: Minnesota State institutions manage the recruitment process using NeoGov or SEMA4-Recruiting Solutions, depending on the position’s collective bargaining unit.

- **Credentialing**: ISRS (or the future ERP solution) is used by prospective employees to provide credentials that are evaluated and verified using official documents (e.g., transcripts and
licensing) to meet minimum qualifications and salary placement. Once hired, employees are required to use the system to maintain credential documentation throughout employment.

- **Hiring and Onboarding:** New employees across Minnesota State use ISRS to review and accept policy and legal employment requirements, while manual processes are used locally to provide access to tools (e.g., data, online communities, physical locations, and technology).

- **Managing Data and Personnel Actions:** ISRS, in combination with SEMA4, tracks employee data such as demographic information, job titles, reporting relationships, assignments, collective bargaining unit agreements, equal employment opportunity commission (EEOC) codes, pay rates and disbursements, and faculty workload.

- **Assignments:** ISRS is used to manage assignments that drive benefit eligibility, leave accrual, and seniority. Assignments define the amount of money to be paid for the work performed (different from pay rate), drive the encumbrances of funds, and take the dollar amount and disburse the payment over a range of payment periods (e.g., bi-weekly, lump sum). ISRS logic allows Minnesota State to manage this process while taking into consideration individuals with multiple roles within a single institution or multiple institutions. This includes roles that are wholly funded by one funding source or require allocations (percent or dollar) across multiple funding sources.

- **Pay Disbursements:** Once the assignment is set up and dollars have been calculated, one or more pay rates must be calculated and sent to SEMA4 for payroll processing. A pay rate can be bi-weekly (faculty, administrators and staff belonging to the MSUAAF bargaining unit), hourly (classified staff, faculty) or lump sum (one-time or recurring). An employee may have more than one pay rate over the course of the fiscal year, depending on changes in the compensation grid and faculty workload.

- **Faculty Workload:** The Faculty Workload Management module in ISRS leverages course schedule data to build, calculate, review, and approve faculty assignments, and integrates the calculated pay amounts with SEMA4. Per bargaining unit contracts, faculty workload information is used for calculating pay, benefit eligibility, multiple FTE calculations, and seniority.

- **Benefits Management:** SEGIP (State Employee Group Insurance Plan) provides a full suite of insurance (medical, dental, life, retirement) for all State of Minnesota employees. The HR Service Centers require eligibility data from ISRS (e.g., employment history details, years of service, FTE, status) which determines benefits eligibility and allows employees to select from an applicable list of benefits within the SEMA4 self-service portal. ISRS has allowed Minnesota State to maintain an efficient (because of very little data entry) and integrated business process for benefits enrolment.

- **Payroll:** Employee payroll is completed bi-weekly, with SEMA4 requiring reconciliation between it and ISRS (or the future ERP solution). Workload calculations, payments, leave requests, and time recording are set up in ISRS and interfaced with SEMA4. ISRS tracks payroll processing for all pay types (e.g., salary, hourly), shift differentials, overtime, and on-call activities. ISRS has been developed to support a complex payroll processes for faculty. For example, faculty can be paid over twelve months for nine months of work, which results in weeks of payroll post-fiscal year end that need to be charged to the prior fiscal year.

- **Student Hiring and Payroll:** Students at Minnesota State are hired based on work authorizations that may be funded by work-study funds or institutional funds. ISRS is used to manage student worker positions, payroll, taxes, and work-study funds. This includes limits obtained from the Financial Aid module to ensure that students are not paid beyond approved limits. Student employees may attend more than one Minnesota State college or university in a
given tax year but will receive only one tax form per taxation category (e.g., W-2, 1098-T, 1042-S).

- **Performance Management:** Institutions need information on existing employees’ skills, training, degrees, certificates, and overall professional aspirations to analyze their current workforce and to identify opportunities for advancement, professional development, and overall succession planning. In addition, the institutions need a mechanism for linking employee skill sets with departmental objectives and institutional goals.

- **Separation:** ISRS is used to track the employee separation process by logging the appropriate separation type (e.g., transfer, resignation, retirement, early retirement, reduction in force, voluntary/involuntary) based on the employee’s bargaining unit or contract type, years of service, and age. HR staff use a separation calculator to determine severance payment eligibility based on leave balances, separation type, and bargaining unit. It determines eligibility for insurance continuation, ensures termination of pay and deductions, and tracks the recovery of equipment.

6: **Data Management and Analytics**

ISRS is Minnesota State’s repository for finance, human resources and student (credit and non-credit) data, with integrations from other auxiliary systems. Core data is leveraged consistently across institutions; however, with the flexibility to use other data fields to meet individual institutional needs. Data is replicated from ISRS to CAP servers for local use at each institution. Data is also replicated to an enterprise data warehouse for enterprise reporting.

EPM11 is used for reporting and analytics by delivering standard reports and dashboards for enterprise and local decision making. In addition, each institution has the flexibility to adopt other reporting tools as needed (e.g., Microsoft Access, Microsoft SQL Server Reporting Services, and Power BI; Blackboard and Pyramid Analytics; Tableau; Business Objects; and SPSS, R, Veera).

Minnesota State has established an enterprise data governance team focusing on common data management practices, rules to improve data consistency, reliability, and reportability to drive decision making within and across institutions to mature their enterprise data governance practices.
7: Current ISRS Usage

Student Registration

<table>
<thead>
<tr>
<th></th>
<th>Fall 2017</th>
<th>Fall 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students Registered</td>
<td>181,223</td>
<td>167,750</td>
</tr>
<tr>
<td>Total Credits</td>
<td>1,832,192</td>
<td>1,748,746</td>
</tr>
</tbody>
</table>

ISRS Web Application Logins (Student, Faculty & Staff)

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Fall 2017</th>
<th>DATE</th>
<th>Fall 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017/08/14</td>
<td>M</td>
<td>100,093</td>
<td>2018/08/20</td>
<td>100,285</td>
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<tr>
<td>2017/08/15</td>
<td>T</td>
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<td>2018/08/21</td>
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<td>W</td>
<td>106,117</td>
<td>2018/08/22</td>
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</tr>
<tr>
<td>2017/08/17</td>
<td>Th</td>
<td>114,320</td>
<td>2018/08/23</td>
<td>104,831</td>
</tr>
<tr>
<td>2017/08/18</td>
<td>F</td>
<td>110,368</td>
<td>2018/08/24</td>
<td>104,272</td>
</tr>
<tr>
<td>2017/08/19</td>
<td>S</td>
<td>53,499</td>
<td>2018/08/25</td>
<td>49,922</td>
</tr>
<tr>
<td>Date</td>
<td>Day</td>
<td>Fall 2017</td>
<td>Date</td>
<td>Fall 2018</td>
</tr>
<tr>
<td>------------</td>
<td>-----</td>
<td>-----------</td>
<td>------------</td>
<td>-----------</td>
</tr>
<tr>
<td>2017/08/14</td>
<td>M</td>
<td>4,968</td>
<td>2018/08/20</td>
<td>4,977</td>
</tr>
<tr>
<td>2017/08/15</td>
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<td>5,036</td>
<td>2018/08/21</td>
<td>5,130</td>
</tr>
<tr>
<td>2017/08/16</td>
<td>W</td>
<td>4,758</td>
<td>2018/08/22</td>
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<tr>
<td>2017/08/17</td>
<td>Th</td>
<td>4,981</td>
<td>2018/08/23</td>
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<td>4,542</td>
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</tr>
<tr>
<td>2017/08/19</td>
<td>S</td>
<td>417</td>
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</tr>
<tr>
<td>2017/08/20</td>
<td>S</td>
<td>146</td>
<td>2018/08/26</td>
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</tr>
</tbody>
</table>
### ISRS Report and Batch Processing Requests

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Fall 2017</th>
<th>Date</th>
<th>Fall 2018</th>
</tr>
</thead>
<tbody>
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<td>W</td>
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<td>2018/08/22</td>
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</tr>
<tr>
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<td>F</td>
<td>13,895</td>
<td>2018/08/24</td>
<td>16,082</td>
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<td>18,275</td>
<td>2018/08/27</td>
<td>20,739</td>
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</table>

![Graph showing ISRS reports and batch processing requests](image-url)
<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Value 1</th>
<th>Date</th>
<th>Value 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017/08/22</td>
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<td>17,016</td>
<td>2018/08/28</td>
<td>18,884</td>
</tr>
<tr>
<td>2017/08/23</td>
<td>W</td>
<td>16,056</td>
<td>2018/08/29</td>
<td>17,571</td>
</tr>
<tr>
<td>2017/08/24</td>
<td>Th</td>
<td>14,330</td>
<td>2018/08/30</td>
<td>15,300</td>
</tr>
<tr>
<td>2017/08/25</td>
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<td>2018/08/31</td>
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</tr>
<tr>
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<td>2018/09/01</td>
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</tr>
<tr>
<td>2017/08/27</td>
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<td>2018/09/02</td>
<td>1,110</td>
</tr>
<tr>
<td>2017/08/28</td>
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</tr>
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<td>2018/09/04</td>
<td>15,572</td>
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<tr>
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<td>2018/09/05</td>
<td>14,780</td>
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<tr>
<td>2017/08/31</td>
<td>Th</td>
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<td>13,782</td>
</tr>
<tr>
<td>2017/09/01</td>
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<td>2018/09/07</td>
<td>11,654</td>
</tr>
<tr>
<td>2017/09/02</td>
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<td>2018/09/08</td>
<td>1,148</td>
</tr>
<tr>
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</tr>
<tr>
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<td>2017/09/08</td>
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<td>2018/09/14</td>
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</tr>
<tr>
<td></td>
<td></td>
<td><strong>278,517</strong></td>
<td></td>
<td><strong>302,920</strong></td>
</tr>
</tbody>
</table>
## Attachment 2: Definition of Terms

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Planning</td>
<td>Student process supported by Advising staff to map out a student's academic schedule to reach degree completion.</td>
</tr>
<tr>
<td>Accrual basis accounting</td>
<td>Accounting methodology that reports revenue when it is earned, regardless of when cash is received, and recognizes expenses when the liability is incurred. Accrual basis also includes reclassification entries for equipment and construction expenses that need to be reported as capital assets annually as part of the audited accrual statements. Other long-term liabilities such as compensated absences, pension liabilities, and other post-employee benefits would also need to be included in the annual accrual statements. Also, see Modified Budgetary and Cash basis accounting.</td>
</tr>
<tr>
<td>Adjunct faculty</td>
<td>Individuals assigned to teach credit-based courses totaling fewer than five (5) credits in a term or to perform an equivalent amount of non-teaching work as defined in the Employment Contract between the Board and the Minnesota State College Faculty.</td>
</tr>
<tr>
<td>Admissions staff</td>
<td>Minnesota State employees who have responsibilities for executing some part of the student admissions processes.</td>
</tr>
<tr>
<td>AFSCME</td>
<td>American Federation of State, County &amp; Municipal Employees. Includes the 202 Credit Maintenance and Labor Unit, 203 Service Unit, 204 Health care Non-professional Unit, 206 Clerical and Office Unit, and the 207 Technical Unit.</td>
</tr>
<tr>
<td>Applicant</td>
<td>A prospective student that has applied for admission to a Minnesota State institution.</td>
</tr>
<tr>
<td>BAT/parent-child relationship</td>
<td>Budget Authority Table. In Minnesota State’s current ERP system, the budget authority table establishes the parent/child relationship used to identify budget owners, approvers, budget checks, and internal controls for cost centers and object codes.</td>
</tr>
<tr>
<td>BBAY</td>
<td>Borrower Based Academic Year. Seasonal loan is specific to the period of study for which the borrower is attending and looking to borrow a federal loan.</td>
</tr>
<tr>
<td>Blackboard Connect</td>
<td>Minnesota State’s emergency management notification system.</td>
</tr>
<tr>
<td>CAFR</td>
<td>Comprehensive Annual Financial Report</td>
</tr>
<tr>
<td>Cash basis accounting</td>
<td>Accounting methodology that reports revenue and expenses when cash is received or paid.</td>
</tr>
<tr>
<td>Certifying Officials</td>
<td>Staff assigned to help Veterans and family members to certify attendance for educational benefits. Each college and university has one.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>CEU</td>
<td>Continuing Education Unit. A CEU is a unit of credit equal to ten hours of participation in an accredited program designed for professionals with certificates or licenses to practice various professions.</td>
</tr>
<tr>
<td>CFDA</td>
<td>Catalog of Federal Domestic Assistance. Currently, a five-digit number assigned by a federal agency to grants.</td>
</tr>
<tr>
<td>CIP codes</td>
<td>Classification of Instructional Programs. Used by for Integrated Postsecondary Education Data System (IPEDS) reporting to classify the field of study for academic programs and courses.</td>
</tr>
<tr>
<td>COD</td>
<td>Common Origination and Disbursement. Federal database used for processing, storing, and reconciling Pell Grant and Direct Loan financial aid data.</td>
</tr>
<tr>
<td>CoE</td>
<td>Centers of Excellence. Centers that drive workforce innovation through education and industry collaboration and provide thought leadership on workforce development in their respective industries. Minnesota State hosts eight Centers of Excellence, each serving a major industry that faces serious workforce shortages.</td>
</tr>
<tr>
<td>College faculty credentialing</td>
<td>Process for evaluating faculty education and experience in accordance with system-established minimum qualification for faculty teaching credit-based courses and for counselors and librarians.</td>
</tr>
<tr>
<td>Commissioner’s Plan</td>
<td>Plan that covers all non-managerial classified and unclassified employees (except unclassified employees of the legislative and judicial branches) who are not covered by a collective bargaining agreement and who are not otherwise provided for in the law. (Units 213 and 217)</td>
</tr>
<tr>
<td>Cost Center</td>
<td>The cost centers record the budget, encumbrance, revenue, and expenditures for a fiscal year. The number of cost centers per general ledger varies greatly within a college or university. For example, a student club will most likely have one general ledger and one cost center. The general fund will consist of one or more general ledgers with hundreds of cost centers within. Both general ledgers and cost centers will be summed for various types of reporting using systemwide attribute codes.</td>
</tr>
<tr>
<td>CPS</td>
<td>Central Processing System. Manages the application and eligibility determination portion of the federal student aid process.</td>
</tr>
<tr>
<td>CTE</td>
<td>Career and Technical Education, which provides high school students and adults with the academic/general education and technical skills, knowledge and training necessary to succeed and to develop skills they will throughout their careers.</td>
</tr>
<tr>
<td>Customized Training</td>
<td>All non-credit instruction with an occupational/professional focus offered to the general public or all credit and non-credit instruction offered via contract to a specific customer.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Customized Training Faculty</td>
<td>Faculty who deliver instruction as defined in Customized Training above for no more than 925 hours in a fiscal year. Customized Training Faculty do not accrue seniority and are not probationary.</td>
</tr>
<tr>
<td>D2L</td>
<td>Formerly Desire2Learn, Minnesota State’s learning management system.</td>
</tr>
<tr>
<td>Digital badge</td>
<td>A validated indicator of accomplishment, skill, quality, or interest. Open digital badging makes it easy to issue, earn, and display badges across the web through an infrastructure that uses shared and open technical standards.</td>
</tr>
<tr>
<td>Doctoral Regular</td>
<td>A degree-seeking student in credit courses at the doctoral level.</td>
</tr>
<tr>
<td>Duty Day</td>
<td>A day included in the college calendar, or individual faculty member’s assignment, on which a faculty member engages in duties as assigned by the administration.</td>
</tr>
<tr>
<td>e-Builder</td>
<td>Minnesota State’s construction management solution.</td>
</tr>
<tr>
<td>EMS Campus</td>
<td>Minnesota State’s conference and event management solution.</td>
</tr>
</tbody>
</table>
| Environment                 | Self-contained copy of the ERP system. For Minnesota State, the solution would include the following environments:  
  - Production – Single repository of live data actively being used.  
    Includes a sandbox environment where staff can experiment with  
    new configuration and workflows.  
  - Testing – Environment used for testing new features, enhancements  
    or changes before moving into the production environment  
  - Training – Environment used for training  
  - Staging – Environment used to stage moves of changes between  
    environments, or into production  
  - Development – Environment used for development of new features |
| EPM11                       | Oracle Enterprise Performance Management, version 11 (EPM 11) is a relational database tool used to gather and organize data for reporting and analysis.                                                                                                                                                                                                                                                                                                                |
| ERP                         | Enterprise Resource Planning                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| ERP Solution Descriptions   | ERP Solutions include the following:  
  - Core Solution – the primary core ERP solution.  
  - Non-Core Solution – not part of the core ERP, but solution is owned and integrated by the software vendor.  
  - Third-Party Solutions – external software product not owned by the software vendor.                                                                                                                                                                                                                     |
<p>| External instructors        | Individuals not holding faculty positions as defined in the employment contract between the Board and the Minnesota State College Faculty who are assigned to each college credit-based courses.                                                                                                                                                                                                                                                                  |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>FERPA</td>
<td>Family Educational Rights and Privacy Act of 1974 is a federal law that protects the privacy of student education records.</td>
</tr>
<tr>
<td>FTI</td>
<td>Federal Tax Information</td>
</tr>
<tr>
<td>Full-time unlimited</td>
<td>A faculty member with a full-time assignment for an academic year that carries the assumption that such employment will continue in subsequent years.</td>
</tr>
<tr>
<td>GAAP</td>
<td>Generally Accepted Accounting Principles</td>
</tr>
<tr>
<td>GASB</td>
<td>Government Accounting Standards Board</td>
</tr>
<tr>
<td>GDPR</td>
<td>General Data Protection Regulation. Regulation on data protection and privacy for all individuals within the European Union (EU) and the European Economic Area (EEA) addressing the export of personal data outside the EU and EEA areas.</td>
</tr>
<tr>
<td>General Ledger</td>
<td>A general ledger together with its one to many cost centers are a fund defined by the college, university, or system office. The general ledger records the assets and liabilities. The number of cost centers per general ledger varies greatly within an organization. For example, a student club will most likely have one general ledger and one cost center. The general fund will consist of one or more general ledgers with hundreds of cost centers within. Both general ledgers and cost centers will be summed for various types of reporting using systemwide attribute codes.</td>
</tr>
<tr>
<td>Grade Shading</td>
<td>The addition of + or - to a straight A, B, C, or D grade.</td>
</tr>
<tr>
<td>Graduate Certificate/</td>
<td>Certificate/Licensure-seeking student in credit courses at the graduate level enrolled in a combination of graduate and undergraduate courses.</td>
</tr>
<tr>
<td>Licensure</td>
<td></td>
</tr>
<tr>
<td>Graduate Regular</td>
<td>A degree-seeking student in credit courses at the graduate level.</td>
</tr>
<tr>
<td>Graduate Unclassified</td>
<td>A non-degree-seeking student in credit courses at the graduate level.</td>
</tr>
<tr>
<td>Graduate Unclassified with Award from this Institution</td>
<td>A non-degree-seeking student in credit courses at the graduate level who has earned a degree from this institution.</td>
</tr>
<tr>
<td>High School Non-PSEO Student</td>
<td>High school student in credit courses enrolled at the undergraduate level but not under the provisions of the Post-Secondary Enrollment Options (PSEO) Program.</td>
</tr>
<tr>
<td>HIPAA</td>
<td>Health Insurance Portability &amp; Accountability Act is a federal law passed to provide greater portability in health care coverage.</td>
</tr>
<tr>
<td>Holds</td>
<td>An indicator placed on a student record to prevent a student actions, such as: prevent a student from registering for classes or the release of the student's academic transcript until an obligation has been resolved.</td>
</tr>
<tr>
<td>Host institution</td>
<td>The college or university holding the course.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>IFO</td>
<td>Inter-Faculty Organization. Comprised of the instructional faculty members at all Minnesota state-supported universities (excluding the University of Minnesota). (Unit 209)</td>
</tr>
<tr>
<td>ISRS</td>
<td>Integrated Statewide Record System. Minnesota State’s systemwide integrated administrative information system.</td>
</tr>
<tr>
<td>Incremental (percent, flat amount, etc.)</td>
<td>Budget methodology where the base budget for a new accounting period is based on the prior periods’ budget, then adjusted by a dollar amount or a percentage.</td>
</tr>
<tr>
<td>Instructional Type</td>
<td>An Instructional Type is coded to each credit-based course section to categorize how the class is structured (lecture, lab, lecture/lab, etc.). This field is also used to calculate certain faculty payments that are contingent on student enrollment such as internships and independent study sections.</td>
</tr>
<tr>
<td>Instructional Unit Type</td>
<td>An Instructional Unit Type enables institutions to code credit-based course sections with different tuition rates.</td>
</tr>
<tr>
<td>ISIR</td>
<td>Institutional Student Information Record. When a potential student completes their federal financial aid application, an ISIR is generated by the Department of Education and submitted to the schools specified by the student.</td>
</tr>
<tr>
<td>Jaggaer</td>
<td>Minnesota State’s e-Procurement and contract management solution, also referred to internally as “Marketplace.”</td>
</tr>
<tr>
<td>Local Bank Accounts</td>
<td>Institutions that are part of Minnesota State have both local bank accounts and state treasury funds. Depending on the source of funds and the reasons for payments, some transactions go in and out of local bank accounts, and some are deposited or issued by the State of Minnesota MMB (state treasury).</td>
</tr>
<tr>
<td>Managerial Plan</td>
<td>Covers all classified and unclassified employees in positions identified by the Commission of Employee Relations as managerial. (Unit 220)</td>
</tr>
<tr>
<td>MAPE</td>
<td>Minnesota Association of Professional Employees (Unit 214). This bargaining unit includes professional employees who perform a wide array of specialized, professional services from accounting to zoology. Largest state bargaining unit with approximately 9900 employees.</td>
</tr>
<tr>
<td>Media code</td>
<td>The technical modality used to transmit a course (completely online, blended/hybrid, etc.)</td>
</tr>
<tr>
<td>Meet and Confer</td>
<td>Means the exchange of views and concerns between Minnesota State and the state MSCF, or the college president and the MSCF Chapter leadership according to the applicable provisions of Public Employment Labor Relations Act (PELRA).</td>
</tr>
</tbody>
</table>
| MGDPA            | Minnesota Government Data Practices Act is an evolving statute that attempts to strike a balance between the dual purposes of government transparency and protection of privacy, governing the storage,
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>classification, and dissemination of government data for most government entities.</td>
<td></td>
</tr>
<tr>
<td>Middle Management Association</td>
<td>Bargaining unit comprised of supervisory employees who provide professional and technical services and also supervise employee in all state agencies. This unit contains approximately 2800 supervisors. (Unit 216)</td>
</tr>
<tr>
<td>Minnesota State</td>
<td>Minnesota State College and Universities. Minnesota State refers to the entire enterprise including the 37 colleges and universities and the system office.</td>
</tr>
<tr>
<td>MMB</td>
<td>Minnesota Management and Budget. MMB is the Finance/Accounting agency of the State of Minnesota.</td>
</tr>
<tr>
<td>Modified accrual basis accounting</td>
<td>Accounting methodology that reports revenue when cash is received and expenses when goods are services are performed. Revenue earned but not received by June 30 would be reported as Accounts Receivables and expenses that have occurred but have not yet been paid would be reported as Accounts Payable. Salary Payables would include salaries and benefits for faculty that have agreed to be paid over 12 months but who will have worked nine months along with any salaries and benefits earned but not yet paid at June 30.</td>
</tr>
<tr>
<td>MPN</td>
<td>Master Promissory Note. A legal document in which the student promises to repay federal student loan(s) and any accrued interest and fees to lender or loan holder. There is one MPN for Direct Subsidized/Unsubsidized Loans and a different MPN for Direct PLUS Loans.</td>
</tr>
<tr>
<td>MSCF</td>
<td>Minnesota State College Faculty. The exclusive representative for public, two-year college faculty in Minnesota.</td>
</tr>
<tr>
<td>MSCF Blue</td>
<td>Former UTCE bargaining unit</td>
</tr>
<tr>
<td>MSCF Green</td>
<td>Former MCCFA bargaining unit</td>
</tr>
<tr>
<td>MSUAASF</td>
<td>MN State University Association of Administrative &amp; Service Faculty (Unit 211)</td>
</tr>
<tr>
<td>MTF</td>
<td>Maximum Time Frame (for financial aid)</td>
</tr>
<tr>
<td>NAICS</td>
<td>North American Industry Classification System, the standard used by Federal statistical agencies in classifying business establishments to collect, analyzing, and publishing statistical data related to the U.S. business economy.</td>
</tr>
<tr>
<td>Non-degree</td>
<td>A student, course or program whose outcome is not earning a degree.</td>
</tr>
<tr>
<td>NRA</td>
<td>Non-resident alien. A person who is not a U.S. citizen and does not pass the green card or substantial presence tests used to determine tax status.</td>
</tr>
<tr>
<td>Organizational level</td>
<td>Different levels of Minnesota State that should be a reportable unit in the ERP. For example, “Minnesota State Colleges and Universities system”</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<tr>
<td>Term</td>
<td>is the “highest” level of the organization, followed by individual institutions, the system office or consortiums, and colleges/schools/departments within the institution. Reporting options need to be flexible here, as Minnesota State is rolling out hubs/regional centers and we have some activity reported as separate activity level for financial reporting purposes.</td>
</tr>
<tr>
<td>Organizations</td>
<td>Entities (internal or external to Minnesota State) who are interested in or have purchased training or courses from Minnesota State Workforce Solution department.</td>
</tr>
<tr>
<td>Part-time unlimited</td>
<td>A faculty member with a part-time assignment between 40%-80% for an academic year that carries the assumption that such employment will continue on a part-time basis in subsequent years.</td>
</tr>
<tr>
<td>Performance-based budgeting</td>
<td>Budgeting methodology where budget, or additional budget, is granted based on predetermined performance metrics.</td>
</tr>
<tr>
<td>Post-Master’s Regular</td>
<td>A degree-seeking student in credit courses at the post-master’s level.</td>
</tr>
<tr>
<td>Post-Master’s Unclassified</td>
<td>A non-degree-seeking student in credit courses at the post-master’s level.</td>
</tr>
<tr>
<td>Pre-applicant</td>
<td>A prospective student or inquiry interested in enrolling at a Minnesota State institution but has not yet submitted an application. Includes workforce/non-credit students.</td>
</tr>
<tr>
<td>Primary Service Provider</td>
<td>The Primary Service Provider serves as a direct provider responsible for PCI solutions and services to Minnesota State, and the entity that Minnesota State will engage during the RFP process and throughout the term of a contract in the event an RFP is awarded. A Primary Service Provider may also engage with Secondary Service Providers to provide complete solutions or services to support PCI activities.</td>
</tr>
<tr>
<td>PSEO</td>
<td>Postsecondary Enrollment Options. A program that allows 10th, 11th, and 12th-grade students to earn college credit while still in high school, through enrollment in and successful completion of college-level courses.</td>
</tr>
<tr>
<td>R2T4</td>
<td>Return to Title IV. The unearned portions of Title IV student aid when a student withdraws from a postsecondary institution before completing the period for which the student was paid.</td>
</tr>
<tr>
<td>Registration Override</td>
<td>Administrator or faculty approval for a student to register for a single course or their entire schedule when registration systems indicate a student has not met registration requirements. Additional instances of the need for registration override could include incomplete pre-requirements, holds, missing immunizations records, incomplete admission applications, or student attempting registration outside their registration window.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
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<td>--------------------------</td>
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</tr>
<tr>
<td>Report</td>
<td>A document that presents information in an organized format for a specific audience and purpose. Can be a written/typed document, or a display on a screen via a computer or mobile device.</td>
</tr>
<tr>
<td>SAY</td>
<td>Standard Academic Year. A fixed period that generally begins and ends at the same time each calendar year (for example, beginning on the first day of the fall semester and ending on the last day of the spring semester). For a program that uses SAYs, a summer term may be part of the academic year that preceded that term (usually referred to as “trailer”), or it may be part of the academic year that follows that term (usually referred to as “header”).</td>
</tr>
<tr>
<td>SDLC</td>
<td>System Development Life Cycle</td>
</tr>
<tr>
<td>Secondary Service</td>
<td>Third-party that the Primary Service Provider engages with to support PCI scope solutions or services. There is no direct contractual agreement between Minnesota State and a Secondary Service Provider. It is the responsibility of the Primary Service Provider to ensure PCI compliance requirements are met and provide proof of compliance or other artifacts from the Secondary Service Provider as requested by Minnesota State.</td>
</tr>
<tr>
<td>Provider</td>
<td></td>
</tr>
<tr>
<td>Selective academic</td>
<td>An academic program that requires application, review, and selection before the student entering the course of study and registering for courses.</td>
</tr>
<tr>
<td>program</td>
<td></td>
</tr>
<tr>
<td>SEMA4</td>
<td>Statewide Employee Management. The State of Minnesota’s payroll, HR, and benefits management ERP system. SEMA4 is web-based.</td>
</tr>
<tr>
<td>Session type</td>
<td>A Session Type is applied to each credit-based course section that governs when a student can add, drop, or withdraw from a course.</td>
</tr>
<tr>
<td>Special Populations/Cohorts</td>
<td>A group of people banded together or treated as a group in a degree program or course of study.</td>
</tr>
<tr>
<td>Specialist</td>
<td>A degree-seeking student in credit courses at the graduate specialist level.</td>
</tr>
<tr>
<td>Stackable program</td>
<td>Credentials in a hierarchy with one level building on another, enabling the learner to progress toward a higher degree.</td>
</tr>
<tr>
<td>StarRez</td>
<td>Minnesota State’s housing management solution.</td>
</tr>
<tr>
<td>State of Minnesota</td>
<td>Includes all state agencies, departments, offices, councils, boards commissions, and other entities as defined by state law. Minnesota State is a component unit of the State of Minnesota statutory entity. For financial reporting purposes, we are part of the primary government and are considered a major business-type activity for the State of Minnesota’s CAFR.</td>
</tr>
<tr>
<td>State Treasury Funds</td>
<td>Institutions that are part of Minnesota State have both local bank accounts and state treasury funds. Depending on the source of funds and the reasons for payments, some transactions go in and out of local bank accounts.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>accounts, and some are deposited or issued by the State of Minnesota MMB (state treasury).</td>
<td>SULA Subsidized Usage Limit Applies. Flag that indicates whether the student is subject to the 150% Direct Subsidized Loan limitation. If the flag is set to “Yes,” the student is a “new borrower” and is subject to the 150% Direct Subsidized Loan Usage Limit.</td>
</tr>
<tr>
<td>Statewide Integrated Financial Tools. The State of Minnesota’s financial ERP system. SWIFT is a PeopleSoft system.</td>
<td>SWIFT Statewide Integrated Financial Tools. The State of Minnesota’s financial ERP system. SWIFT is a PeopleSoft system.</td>
</tr>
<tr>
<td>The central System Office of Minnesota State located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota 55101, that provides leadership and support to the Minnesota State Colleges and Universities.</td>
<td>System Office The central System Office of Minnesota State located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota 55101, that provides leadership and support to the Minnesota State Colleges and Universities.</td>
</tr>
<tr>
<td>Individuals assigned full-time or part-time to teach credit-based courses or to work as counselors or librarians temporarily as defined in the Employment Contract between the Board and the Minnesota State College Faculty.</td>
<td>Temporary faculty Individuals assigned full-time or part-time to teach credit-based courses or to work as counselors or librarians temporarily as defined in the Employment Contract between the Board and the Minnesota State College Faculty.</td>
</tr>
<tr>
<td>A new first-time degree-seeking student in credit courses at the undergraduate level</td>
<td>Undergraduate Regular A new first-time degree-seeking student in credit courses at the undergraduate level</td>
</tr>
<tr>
<td>A new degree-seeking student in credit courses at the undergraduate level who has previously attended another postsecondary institution (other than the one at which they are enrolled) at the undergraduate level regardless of whether or not transfer credits are accepted.</td>
<td>Undergraduate Transfer A new degree-seeking student in credit courses at the undergraduate level who has previously attended another postsecondary institution (other than the one at which they are enrolled) at the undergraduate level regardless of whether or not transfer credits are accepted.</td>
</tr>
<tr>
<td>A non-degree-seeking student in credit courses at the undergraduate level with a Bachelor’s Degree from this institution.</td>
<td>Undergraduate Unclassified with Bachelor’s Degree from this Institution A non-degree-seeking student in credit courses at the undergraduate level with a Bachelor’s Degree from this institution.</td>
</tr>
<tr>
<td>A degree-seeking student in credit courses at the undergraduate level with a previous bachelor’s degree.</td>
<td>Undergraduate with Previous Degree A degree-seeking student in credit courses at the undergraduate level with a previous bachelor’s degree.</td>
</tr>
<tr>
<td>Individuals employed by a college in unlimited full-time or part-time positions as defined in the Employment Contract between the Board of Minnesota State College Faculty.</td>
<td>Unlimited college faculty Individuals employed by a college in unlimited full-time or part-time positions as defined in the Employment Contract between the Board of Minnesota State College Faculty.</td>
</tr>
<tr>
<td>Automatic – not manual – interface between two or more different systems to exchange information.</td>
<td>Vendor delivered interface Automatic – not manual – interface between two or more different systems to exchange information.</td>
</tr>
<tr>
<td>Visiting students register for courses at an institution where they have not been required to submit an application for admission. They are not candidates for a degree, diploma, or certificate at the college or university where they register for courses in visiting student status.</td>
<td>Visiting Student Visiting students register for courses at an institution where they have not been required to submit an application for admission. They are not candidates for a degree, diploma, or certificate at the college or university where they register for courses in visiting student status.</td>
</tr>
<tr>
<td>Budgeting methodology that “starts at zero” every budget period, so all budgets begin with $0.</td>
<td>Zero-based budgeting Budgeting methodology that “starts at zero” every budget period, so all budgets begin with $0.</td>
</tr>
</tbody>
</table>
Appendix

Vendors must complete the following appendices when responding to RFP requirements. Each appendix can be found at http://www.minnstate.edu/vendors/index.html; under Enterprise Resource Planning (ERP) Solution RFP.

- **Appendix 1: ERP Functionality Requirements**, includes: Mandatory, General, Student, Finance, Facilities and Public Safety, Human Resources/Payroll, Relationship and Communication Management, Event Management, Data Management and Technology
- **Appendix 2: Qualifications, Experience & Roadmap**, includes: Vendor Qualifications, Statewide/Complex Experience, and Strategic Roadmap
- **Appendix 3: Implementation Services**
- **Appendix 4: Cost Proposal Workbook**
- **Appendix 5: Vendor Q&A**
Exhibits

The following Exhibits must be completed and appended to the submitted proposal.

- Exhibit A: Contract Terms and Conditions
- Exhibit B: Affidavit of Non-Collusion
- Exhibit C: Affirmative Action Certificate (Notice to Contractors)
- Exhibit D: Affirmative Action Certificate (Notice to Vendors)
- Exhibit E: Equal Pay Certification Application
- Exhibit F: Veteran-Owned Preference Form
Exhibit A: Contract Terms and Conditions

Instructions to Vendor
Deviations from and exceptions to these Terms and Conditions, specifications, or the manner of this RFP must be described in detail, signed, and attached to the proposal submittal. In the absence of such statement, Vendor will be deemed to have accepted all such Terms and Conditions, specifications, and the manner of the RFP. Vendor hereby acknowledges that failure to raise an issue related to the Terms and Conditions, specifications, or manner of this RFP prior to the proposal submission deadline in the manner described constitutes a full and final waiver of that Vendor’s right to raise the issue later in any action or proceeding relating to this RFP.

Contract Term
Minnesota State desires to enter into a contract with the successful Vendor(s) effective April 1, 2020 or on the date the last recognized signature is obtained, whichever occurs later. The length of such contract(s) will be ten (10) years (no more than FIVE years without CFO or Board approval). If Minnesota State and Vendor are unable to negotiate and sign a contract by March 31, 2020, then Minnesota State reserves the right to seek an alternative Vendor(s).

Minnesota State 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 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.

Parties to the Contract
Parties to the contract(s) entered into as a result of this RFP will be the “State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities” and the successful Vendor(s).

Terms of Payment
Payment shall be made by Minnesota State promptly after Vendor’s presentation of invoices for services performed and acceptance of such services by Minnesota State’s authorized representative. All services provided by the Vendor pursuant to the resulting contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Vendor shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

Prohibited Pre-Payment
Minnesota Statutes § 16A.41, subd. 1, prohibits Minnesota State from paying in advance, except under the limited circumstances described in Minn. Stat. § 16A.065.

Nonresident Aliens Taxes
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 Vendor submits documentation required by the Internal Revenue Service indicating that Vendor 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 Vendor. To the extent that Minnesota State does not
withhold these taxes for any reason, Vendor agrees to indemnify and hold Minnesota State harmless for any taxes owed and any interest or penalties assessed.

**Reimbursements**
Reimbursement for travel and subsistence expenses actually and necessarily incurred by Vendor as a result of the contract will be in no greater amount than provided in the current "Commissioner’s Plan” promulgated by the commissioner of Employee Relations, available in Buyer Attachments section (http://www.minnstate.edu/system/templates/docs/2019_Expense_Reimb_CommPlan.pdf). Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**Contract Termination**
Minnesota State may cancel the contract(s) entered into as a result of this RFP upon 30 days written notice, with or without cause.

**Termination for Insufficient Funding**
Minnesota State may immediately terminate the contract(s) entered into as a result of this RFP, without penalty, 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.

**Liability**
Vendor 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 the contract(s) by Vendor or Vendor’s agents or employees, entered into as a result of this RFP.

**Governing Law**
A contract(s) entered into as a result of this RFP, and any amendments and supplements thereto, entered into as a result of this RFP will be governed and interpreted under the laws of the State of Minnesota.

**Venue and Jurisdiction**
Venue for all legal proceedings arising out of the resulting contract(s), or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**Contract Assignment**
A contract or any part hereof entered into as a result of this RFP may not be assigned, sublet, subcontracted, or transferred directly or indirectly without prior written consent of Minnesota State.

**Amendments**
Any amendments to the resulting contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
End User License Agreements
This resulting contract will be the entire agreement between Minnesota State (including Minnesota State employees, students, and other end users) and Vendor. In the event that Vendor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with Minnesota State employees, students, or other end users, such agreements will be null, void and without effect, and the terms of the contract with Minnesota State will apply.

Required Data Collection and Disclosure
As a condition of the contract(s) entered into as a result of this RFP, Vendor(s) will be 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 Vendor to file state tax returns and pay delinquent state tax liabilities. The resulting 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.

Workers’ Compensation
The Vendor will certify it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers’ compensation insurance coverage. The Vendor’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 Minnesota State’s obligation or responsibility.

State Audit
The books, records, documents and accounting practices and procedures of Vendor relevant to the resulting contract(s) must be available for audit purposes to Minnesota State and the Legislative Auditor’s Office for a minimum of six (6) years after the termination/expiration of the contract.

Minnesota Government Data Practices Act
The requirements of Minnesota Statutes § 13.05, subd. 11 will apply to the contract(s) entered into as a result of this RFP. Vendor 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 the contract and as it applies to all data created, gathered, generated, or acquired in accordance with the resulting contract.

FERPA School Official Requirement
The selected Vendor(s) agree to be designated a “school official” with “legitimate educational interests” in Minnesota State’s data, as those terms have been defined under the Family Educational
Rights and Privacy Act ("FERPA") and its implementing regulations, and Vendor will agree to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. The selected Vendor will agree to use Minnesota State’s data only for the purpose of fulfilling its duties under the resulting contract or for Minnesota State’s benefit, and will not monitor or share such data with or disclose it to any third party except as required by law, or authorized in writing by Minnesota State.

Accessibility
If the resulting contract includes any end-user-facing human interface, such as an end-user device software component or web site form, file upload system, etc. Vendor shall warrant that the products or services to be provided under the resulting contract comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 as amended, and the Web Content Accessibility Guidelines (WCAG) 2.0 published at https://www.w3.org/TR/WCAG20/.

If the resulting contract includes any end-user-facing human interface, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, etc., Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and Vendor further agrees to indemnify and hold harmless Minnesota State from any claim arising out of its failure to comply with the aforesaid requirements.

Minnesota State may, at its discretion, at any time test Vendor’s products or services covered by the resulting contract to ensure compliance with Section 508 and WCAG 2.0. Testing that results in findings of non-compliance, will result in a 25% reduction in the total cost of the products and/or services covered by the resulting contract if the non-compliance is not corrected within 30 days of being reported to Vendor in writing. All withheld amounts will be paid to Vendor upon correction of the non-compliance and acceptance by Minnesota State. Said acceptance not to be unreasonably withheld.

Failure to comply with these requirements will constitute a breach and be grounds for termination of this resulting contract and a pro-rated refund of fees paid from Minnesota State for the remainder of original contract period.

Physical and Data Security
In the event the contract(s) entered into as a result of this RFP allows the selected Vendor(s) access to any nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (“Minnesota State Data”), Vendor agrees to the following terms:

a. Vendor will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13 relating to confidentiality of information received as a result of the contract and will protect such data using commercially-acceptable standards, no less rigorously than it protects its own confidential information. Vendor agrees that it, its officers, employees, and agents will be bound by such confidentiality laws and that it will establish procedures for safeguarding the information. Vendor agrees to notify its officers, employees, and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. Vendor
agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by Vendor on behalf of Minnesota State.

b. Vendor agrees it will indemnify and hold harmless the State of Minnesota and Minnesota State from any and all liabilities and claims resulting from the unauthorized disclosure by Vendor, its officers, employees, subcontractors, or agents of any information required to be held confidential under the provisions of the contract(s) entered into as a result of this RFP.

c. Network Security. To the extent applicable to Vendor’s performance under the resulting contract, Vendor agrees at all times to maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, regular third-party penetration testing and scanning infrastructure for vulnerabilities. Vendor will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities. Patching. Vendor agrees to maintain secure environments that are patched and up-to-date with all appropriate security updates no less than the standards set forth in Operating Instructions 5.23.1.5 (see http://minnstate.edu/board/procedure/523p1g5.html).

d. Data Encryption. Vendor agrees to encrypt all Minnesota State Data in transit and implement security controls to protect Minnesota State Data at rest using commercially reasonable and industry accepted measures such as encryption.

e. Secure Coding. Vendor will scan all source code for vulnerabilities when code changes are made and all medium, high, and critical vulnerabilities remediated and scanned again before being placed in to production. Vendor must follow best practices for application code review and the OWASP top 10 or a similar industry accepted standard. Upon request from Minnesota State, Vendor will provide summary results of most recent scans.

f. Security Audits & Remediation. Vendor will audit the security of the systems and processes used to provide the services under the resulting contract, including those of any data centers or third parties used by Vendor to provide the services. This security audit: (1) will be performed at least once every calendar year; (2) will be performed according Statement on Standards for Attestation Engagements (“SSAE”) 16 Service Organization Control (“SOC”) 2, International Organization for Standardization (“ISO”) 27001/27002, or FedRAMP; (3) will be performed by third party security professionals at Vendor’s election and expense; (4) will result in the generation of an audit report (“Audit Report”); (5) may be performed for other purposes in addition to satisfying this section. Upon Minnesota State’s reasonable, advance written request, Vendor will provide to the Minnesota State a copy of the Audit Report. Vendor will use best efforts to remediate any control deficiencies identified in the Audit Report in a commercially reasonable timeframe. If Minnesota State becomes aware of any other Vendor controls that do not substantially meet Minnesota State’s requirements, Minnesota State may request remediation from Vendor. Vendor will use best efforts to remediate any control deficiencies identified by Minnesota State or known by Vendor, in a commercially reasonable timeframe.

g. Password Protection. Vendor agrees that any device or computer that resides at any Minnesota State facility, has access to a Minnesota State network, or stores any non-public data is equipped with strong and secure password protection in compliance with Operating Instructions 5.23.1.1 (http://minnstate.edu/board/procedure/523p3g1.html).

h. Background Checks. Vendor represents that it has conducted and will conduct background investigations into all of vendor agents, employees, and subcontractors that will have access to Minnesota State data. Such background investigations will be performed in accordance with the Fair Credit Reporting Act and will consist of Social Security Number trace, investigating local, state, and federal felony and misdemeanor criminal records.
i. Data Use. Vendor must recognize Minnesota State’s sole and exclusive right to control the use of Minnesota State Data. Vendor further agrees that any and all data provided by Minnesota State will be used expressly and solely for the purpose enumerated in the resulting contract. Minnesota State Data will not be distributed, repurposed or shaped across other applications, environments, or business units of Vendor. Vendor must ensure that any licensees, subcontractors, agents or others to whom it provides Minnesota State Data agree in writing to be bound by the same restrictions and conditions regarding data security as found in the resulting contract.

j. Data Return or Destruction. Vendor agrees that, upon completion, termination, or cancellation of the resulting contract, all Minnesota State Data will be remitted, without charge, in a mutually agreeable format and media, to Minnesota State. The foregoing sentence does not apply if Minnesota State’s Chief Information Security Officer or delegate authorizes in writing Vendor to erase, destroy, and render unreadable the data and Vendor certifies in writing that these actions have been completed.

k. Reporting of Suspected and Actual Breaches. For this and following subsections, “breach” has the meaning given to it under the applicable Minnesota (Minn. Stat. § 13.055 Subd. 1(a)) or federal law. Immediately upon discovery of a confirmed or suspected breach of Minnesota State Data, Vendor will notify Minnesota State by telephone and email. In no event will the report be made more than one (1) business day after Vendor knows or reasonably suspects a breach has or may have occurred. In the event of a suspected breach, Vendor will keep Minnesota State informed regularly of the progress of its investigation until the uncertainty is resolved.

l. Costs Arising from Breach. In the event of a breach by Vendor or its staff, or any other event requiring notification under applicable law, Vendor agrees to promptly reimburse all costs to Minnesota State arising from such breach, including but not limited to costs of notification of individuals, establishing and operating call center(s), credit monitoring and/or identity restoration services, time of Minnesota State personnel responding to the breach, civil or criminal penalties levied against Minnesota State, attorney’s fees, court costs, etc. Any breach may be grounds for immediate termination of the resulting contract by Minnesota State.

**Intellectual Property Infringement**

Vendor represents and warrants that its software and any related systems and/or services related to its software (collectively, the “Software”) furnished by Vendor to Minnesota State will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Vendor will, at its expense, defend any suit brought against Minnesota State, and will indemnify Minnesota State against an award of damages and costs (including reasonable attorney fees, court costs, and appeals), made against Minnesota State by settlement or final judgment of a court that is based on a claim that the use of Vendor’s Software infringes an intellectual property right of a third party. If such a claim or action arises, or in the Vendor’s or Minnesota State’s opinion is likely to arise, the Vendor shall, at Minnesota State’s discretion, either procure for Minnesota State the right or license to continue using the Software at issue or replace or modify the allegedly infringing Software. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

**Payment Card Industry Data Security**

If the resulting contract involves the storage, processing, or transmittal of payment card data, Vendor agrees to establish security procedures to protect cardholder data and comply with the
Payment Card Industry Data Security Standards (PCI DSS). Vendor agrees to notify Minnesota State within 30 days if either Vendor establishes that it is not PCI-compliant or Vendor is not PCI-compliant. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of Vendor’s security obligations or other event requiring notification under applicable law, Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend Minnesota State Colleges and Universities and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach. Vendor agrees to notify Minnesota State’s authorized representative within 24 hours in the event of unauthorized release of cardholder data.

Publicity
Any publicity given to the program, publications, or services provided by the Vendor from any resulting contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor 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 Minnesota State’s authorized representative.

Insurance Requirements
The selected Vendor(s) will be required to submit an ACORD Certificate of Insurance to the Minnesota State’s authorized representative prior to execution of the contract. The selected Vendor may not commence work under the contract until they have obtained all the insurance described below. Vendor shall maintain such insurance in force and effect throughout the term of the resulting contract. Minnesota State reserves the right to immediately terminate the resulting contract if Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Vendor. All insurance policies must be available for inspection by Minnesota State and copies of policies must be submitted to Minnesota State’s authorized representative upon written request.

i. Workers' Compensation Insurance. Vendor must provide workers’ compensation insurance for all its employees and, in case any work is subcontracted, Vendor 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. Vendor 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 contract whether the operations are by 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 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 Colleges and Universities
- 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, 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 Vendor’s negligence or the negligence of those for whom Vendor is responsible for both ongoing and completed operations.

iii. Commercial Automobile Liability. Vendor 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 contract, and in case any work is subcontracted, Vendor 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 coverages should be included:
- Owned, Hired, and Non-owned

iv. Errors and Omissions (E & O) Insurance. Vendor shall maintain insurance protecting it from claims Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to Vendor’s services required under this contract. The minimum insurance amounts will be:
- $2,000,000.00 per occurrence
- $2,000,000.00 annual aggregate
Vendor shall submit a certified financial statement providing evidence Vendor has adequate assets to cover any applicable E & O policy deductible.

v. Network Security and Privacy Liability Insurance (or equivalent). Vendor shall maintain insurance to cover claims which may arise from failure of Vendor’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. The coverage may be endorsed on another form of liability coverage or written on standalone policy. Vendor is required to carry the following minimum limits:

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

vi. Additional Insurance Conditions:

- Vendor’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 Vendor’s performance under the resulting contract.
- If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice unless Vendor’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.
- Vendor is responsible for payment of contract-related insurance premiums and deductibles.
- Vendor’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 resulting contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement Vendor’s policy limits to satisfy the full policy limits required by the resulting contract.

Affirmative Action and Human Rights Requirements
For all contracts, including renewals, estimated to be in excess of $100,000, all responding Vendors are required to complete the Human Rights Certification Information and Affirmative Action Data Page and submit it with the response. As required by Minnesota Rule 5000.3600, “It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it.” Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available at https://www.revisor.leg.state.mn.us/. All responding Vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply is grounds for rejection.
**Equal Pay Certificate Application**

If the response to this solicitation could be in excess of $500,000, including renewal and extension options, the Responder must obtain a Certificate of Equal Pay Application from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder 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. Please contact MDHR with questions at: 651-539-1100 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

**ACKNOWLEDGEMENT:**

The undersigned agrees to be bound by and to comply with all these Terms and Conditions, which include any supplements to it, and all specifications and any other documents referred to in these Terms and Conditions. These Terms and Conditions may be modified only by a written document signed by duly authorized representatives of Minnesota State and the Vendor.

Vendor certifies that the appropriate person(s) has executed this Terms and Conditions on behalf of Vendor as required by its applicable articles, by laws, resolutions or ordinances.

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________
Exhibit B: Affidavit of Non-Collusion

STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);

2. That the attached proposal submitted in response to the ______________________ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;

3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and

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

Responder’s Firm Name: ____________________________________________

Authorized Signature: ____________________________________________

Date: ____________________________________________________________

Subscribed and sworn to me this ________ day of ______________

Notary Public: ____________________________________________________

My commission expires: ____________________________________________
Exhibit C: Affirmative Action Certificate of Compliance  
(Notice to Contractors)

NOTICE TO CONTRACTORS  
AFFIRMATIVE ACTION  
CERTIFICATION OF COMPLIANCE

It is hereby agreed between the parties that Minnesota State will require that affirmative action requirements be met by contractors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600. Failure by a contractor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the contract (Minnesota Statutes §363A.36, subdivisions 3 and 4).

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over $100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over $100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for four (4) years. For additional information, contact the Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, MN 55155.

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a $150.00 fee for each Certificate of Compliance issued. A business or firm must submit its affirmative action plan along with a cashier's check or money order in the amount of $150.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, Freeman Building, 625 Robert Street North, Saint Paul MN 55155.
State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or—
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. Proceed to BOX C. Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on ____________________ (date). Proceed to BOX C.
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance. (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to BOX C.

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ____________________________  Date: ____________________________

Authorized Signature: ____________________________  Telephone number: ____________________________

Printed Name: ____________________________  Title: ____________________________
For assistance with this form, contact:
Minnesota Department of Human Rights, Compliance & Community Relations
Freeman Building, 625 Robert Street North, Saint Paul, MN 55155
Phone: 651-296-5663 | Toll Free: 800-657-3704
Fax: 651-296-9042 | TTY: 651-296-1283
Web: mn.gov/mdhr
Email: compliance.mndh@state.mn.us
Exhibit D: Affirmative Action Certification of Compliance
(Notice to Vendors)

MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

The amended Minnesota Human Rights Act (Minnesota Statutes §363A.36) divides the contract compliance program into two categories. Both categories apply to any contracts for goods or services in excess of $100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an affirmative action plan to the Commissioner of the Department of Human Rights prior to the due date and time of the response and must have received a Certificate of Compliance prior to execution of the contract or agreement.

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to Minnesota State that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 625 Robert Street North, Saint Paul MN 55155; Voice: 651-296-5663; Toll Free: 800-657-3704; TTY: 651-296-1283.

Minnesota State is under no obligation to delay the award or the execution of a contract until a Vendor has completed the Human Rights certification process. It is the sole responsibility of the Vendor to apply for and obtain a Human Rights certificate prior to contract execution.

It is hereby agreed between the parties that Minnesota State will require affirmative action requirements be met by Vendors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600.

Under the Minnesota Human Rights Act, §363A.36, subdivision 1, no department or agency of the state shall execute an order in excess of $100,000 with any business within the State of Minnesota having more than 40 full-time employees in a single working day during the previous 12 months unless the firm or business has an affirmative action plan for the employment of minority persons, women, and the disabled that has been approved the Commissioner of Human Rights. Receipt of a Certificate of Compliance issued by the Commissioner shall signify that a firm or business has an affirmative action plan approved by the Commissioner.

Failure by the Vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statutes §363A.36, subdivisions 3 and 4). A certificate is valid for a period of four (4) years.
DISABLED INDIVIDUAL CLAUSE

A. A Vendor shall 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 Vendor agrees to take disabled individuals without discrimination based on 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 of training, including apprenticeship.

B. The Vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

C. In the event of a Vendor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.

D. The Vendor 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 shall state the Vendor 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 Vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the Vendor 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 individuals.

It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 to 5000.3600 are incorporated into any order of Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600 are available from Minnesota Bookstore, 660 Olive Street, St. Paul, Minnesota 55155.

By signing this statement the Vendor certifies that the information provided is accurate.

NAME OF COMPANY: __________________________________________________________

AUTHORIZED SIGNATURE: ____________________________________________________

TITLE: _______________________________________________________________________

DATE: _______________________________________________________________________

Revised 1/22/09
Exhibit E: Equal Pay Certification Application

Minnesota Department of Human Rights  
ATTN: Contract Compliance  
Freeman Building  
625 Robert Street North  
Saint Paul, MN 55155  
(Or Send to - compliance.MDHR@state.mn.us.)

Equal Pay Certificate Application

- We are in compliance with Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Minnesota Human Rights Act, and the Minnesota Equal Pay Act for Equal Work Law.
- The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors, within each of the major job categories in your EEO-1 report. If you are not required to file an EEO-1 report, taking into account mitigating factors, the average compensation for female employees is not consistently below the average compensation for male employees within your organization.
- We make hiring, retention and promotion decisions without regard to gender, nor do we limit employees based on gender to certain job classifications.
- We promptly correct wage and benefit disparities.
- We evaluate wages and benefits (annually) (two year period) (other, please specify) to ensure compliance with the above identified laws.
- In determining our employee compensation we use: (check below)
  _____ Market pricing approach
  _____ State prevailing wage or union contract requirements
  _____ Performance pay system
  _____ An internal analysis
  _____ Other method (please specify) ______________________________________

Enclosed is our application fee of $150, made payable to the “Minnesota Department of Human Rights.”

In signing below, I affirm that I am the Board Chairperson or Chief Executive Officer and that the above information to the best of my understanding is accurate and complete.

Signature ___________________ Print Name________________ Date __________________

Business Name _______________ Business Address____________________________________
Exhibit F: Veteran-Owned Preference Form

STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM

In accordance with Minn. Stat. §16C.16, subd. 6a, the Minnesota State may award up to a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. §16C.19(d):

1. Principal place of business is in Minnesota.

   and

2. The United States Department of Veterans Affairs verifies the business as being a veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

Statutory requirements and appropriate documentation must be met by the solicitation response due date and time to be awarded the veteran-owned preference. The preference applies only to the first $500,000 of a solicitation response.

Claim the Preference

By signing below I confirm that:

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. by making this claim, I verify that:

- My company’s principal place of business is in Minnesota; and
- The United States Department of Veteran’s Affairs verifies my company as being a veteran-owned small business. (Supported By Attached Documentation)

Name of Company: ___________________________  Date: ___________________________

Authorized Signature: ______________________  Telephone: _______________________

Printed Name: _______________________________  Title: ___________________________

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.