REQUEST FOR QUALIFICATIONS (RFQ)

FOR

Small Business Development Center Business Consulting Services

SPECIAL NOTE: This Request for Qualifications (RFQ) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or St. Cloud State University to award a contract or complete the proposed project and each reserves the right to cancel this RFQ 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 RFQ format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFQ. 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 RFQ by posting notice of the change(s) on Minnesota State’s Vendor & Supplier website for RFQ’s https://www.minnstate.edu/vendors. For this RFQ, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.
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FOR
Small Business Development Center Business Consulting Services

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REQUEST FOR QUALIFICATIONS

Small Business Development Center Business Consulting Services
ADVERTISEMENT FOR QUALIFICATIONS

Notice is hereby given that Offers will be received by the Director of Purchasing, St. Cloud State University, until Friday, November 15, 2019 by 3:00pm CT the purpose of a Small Business Development Center Business Consulting Services, according to the specifications on file at:

St. Cloud State University
Business Office – Purchasing Department
Administrative Services 122
720 Fourth Avenue South
St. Cloud, Minnesota 56301-4498

Specifications and Request for Qualification forms may be obtained from the Director of Purchasing at the address shown above.

Offers are to be submitted in a sealed envelope addressed to the Director of Purchasing at the above address and clearly marked in the lower left corner of the envelope, “Small Business Development Center Business Consulting Services”. St. Cloud State University reserves the right to reject any and all Offers and to waive any informalities contained in such Offers.

Dated at St. Cloud, Minnesota, this 1st day of November, 2019.

__________________________________________
Edward J. Mears
Director of Purchasing
Section I. General RFQ Information

1.1 Background

Minnesota State Colleges and Universities is the fifth-largest system of higher education in the United States. It is comprised of 31 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is governed by a 15 member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information please visit Minnesota State's website at www.mnscu.edu.

St Cloud State University is a public university founded in 1869 above the Beaver Islands on the Mississippi River in St. Cloud, Minnesota. The university is one of the largest schools in the Minnesota State Colleges and Universities system, which is the largest provider of higher education in Minnesota. SCSU has over 200 academic programs, 60 graduate degrees and education abroad choices on six continents emphasizing hands-on learning through community engagement and close interaction with professors. A regional comprehensive university, SCSU has more than 14,000 students and nearly 110,000 alumni. For more information please visit SCSU's website at www.stcloudstate.edu.

1.2 Nature of RFQ

St Cloud State University hereinafter also referred to as “University” or “SCSU” is requesting qualifications for Small Business Development Center Business Consulting Services.

This RFQ is undertaken by St Cloud State University pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, St Cloud State University shall select the vendor or vendor(s) whose qualification(s), and oral presentation(s) if requested, demonstrate in St Cloud State University’s sole opinion, the clear capability to best fulfill the purposes of this RFQ in a cost effective manner. St Cloud State University 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 St Cloud State University. This RFQ shall not obligate St Cloud State University to award a contract or complete the proposed project and it reserves the right to cancel this RFQ if it is considered to be in its best interest.

1.3 Selection Committee

The selection process includes Director and Associate Director of the Small Business Development Center. This group will evaluate the qualifications and make final decisions.
The selection process, in some instances, may require an interview. The University reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview.

The University does not agree to reach a decision by any certain date, although it is hoped the evaluation and selection will be completed by the dates identified in Section 1.4 of this RFQ.

### 1.4 Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday, November 1, 2019</td>
<td>Publish RFQ notice</td>
</tr>
<tr>
<td>Thursday, November 7, 2019</td>
<td>Deadline for RFQ questions from vendors</td>
</tr>
<tr>
<td>Tuesday, November 12, 2019</td>
<td>Answers to RFQ questions on web site</td>
</tr>
<tr>
<td>Friday, November 15, 2019 by 3:00pm CT</td>
<td>Deadline for RFQ proposal submissions</td>
</tr>
<tr>
<td>Tuesday-Wednesday, November 19-20, 2019</td>
<td>Review RFQ proposals</td>
</tr>
<tr>
<td>Monday, December 2, 2019</td>
<td>Complete selection process and initiate contract</td>
</tr>
<tr>
<td>Wednesday, December 31, 2019</td>
<td>Targeted date to finalize contract</td>
</tr>
</tbody>
</table>

### 1.5 Vendor Questions

Vendor questions must be submitted via email by Thursday, November 7, 2019, to:

Ted Mears, Director of Purchasing  
St Cloud State University  
Email: ejmears@stcloudstate.edu

Other persons are not authorized to discuss RFQ requirements before the proposal submission deadline and the School shall not be bound by and responders may not rely on information regarding RFQ requirements obtained from non-authorized persons.

Questions must include the name, telephone number and e-mail address of the questioner. Anonymous inquiries will not be answered. Answers will be posted on Minnesota State’s Vendor & Supplier website for RFQ’s [https://www.minnstate.edu/vendors](https://www.minnstate.edu/vendors) by the date indicated in Section 1.4 of this RFQ.

### 1.6 Definitions

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

**Minnesota State**: State of Minnesota, acting through its Board of Trustees of Minnesota State on behalf of St Cloud State University.

**School**: St Cloud State University
1.7 Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor’s objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the University’s chief financial officer that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the university may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the university may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve Minnesota State’s rights.

1.8 Pre-proposal Vendors Conference

St Cloud State University will not hold a pre-proposal vendors conference.

1.9 Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between St Cloud State University and the vendor.

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

1.10 Authorized Signature

The proposal must be completed and signed in the firm’s name, corporate name of the vendor, or the vendor and must be fully and properly executed and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.
1.11 Vendor Notifications Related to RFQ Responses

A. Vendors are hereby notified that neither Minnesota State nor the School shall be responsible for any of the costs incurred by any vendor or potential vendor in their preparation of the proposal documents or for any visits to campus. All such costs are the responsibility of the vendor.

B. By responding to this RFQ Vendors agree to indemnify, save and hold Minnesota State, the School, its agents and employees harmless from any and all claims or causes of action arising from their proposal and performance of any subsequent contract by Vendor or Vendor’s agents or employees. This clause shall not be construed to bar any legal remedies Vendors may have for the School’s failure to fulfill its obligations pursuant to this agreement.

1.12 Interviews/Demonstrations

In some instances, an interview will also be part of the evaluation process.

St Cloud State University reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. St Cloud State University does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the Selection and Implementation Timeline above.

A proposal may be rejected if it is determined that a vendor’s ability to work with the existing infrastructure will be too limited or difficult to manage.

If deemed necessary by the University, interviews and site visits may also be held as part of the evaluation process.

1.13 Proposal Rejection and Waiver of Informalities

This RFQ does not obligate the Minnesota State system, its Board of Trustees or St Cloud State University to award a contract or complete the proposed project and each reserves the right to cancel this RFQ if it is considered to be in its best interest. St Cloud State University also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to:

a. reject any and all proposals received in response to this RFQ;
b. select a proposal for contract negotiation other than the one with the lowest cost;
c. negotiate any aspect of the proposal with any vendor;
d. terminate negotiations and select the next most responsive vendor for contract negotiations;
e. terminate negotiations and prepare and release a new RFQ;
f. terminate negotiations and take such action as deemed appropriate;
g. select a proposal(s) with one or more qualified vendor for negotiation.
A proposal may be rejected if it is determined that a vendor’s ability to work with the existing infrastructure will be too limited or difficult to manage. The vendor selection and contract award shall be made in the best interest of the University. Accordingly, the University shall select the vendor(s) whose proposal(s), and oral presentation(s), if requested, demonstrate in the University’s sole opinion, the clear capability to best fulfill the purposes of this RFQ in a cost-effective manner.

This RFQ shall not obligate the University to award a contract or complete the proposed project and the University reserves the right to cancel this RFQ if it is considered to be in its best interest.

The University 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 Section 1.4 of this RFQ.

1.14 Material Ownership and Disposition of Responses

All materials submitted in response to this RFQ shall become property of the University and Minnesota State and will become public record after the evaluation process is completed and an award decision made. Disqualification of a responder does not curtail this right. Responses to this RFQ will not be open for public review until the University awards, fully executes, and contract becomes active.

If responders submit information in response to this RFQ that they believe to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute 13.37, responders must:

a. Clearly mark all trade secret materials in response at the time the response is submitted.
b. Include a statement in the response justifying the trade secret designation for each item.
c. Defend any action seeking release of the materials believed to be trade secret and indemnify and hold harmless Minnesota State, the University, and its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the University’s award of the contract. In submitting a response to this RFQ, the vendor agrees that this indemnification survives as long as the trade secret materials are in the possession of the University.

The University will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

1.15 Cost of Proposal

The University will not be liable for any costs incurred by responders in preparation of a proposal answering this request for proposal.
1.16 Withdrawal of Proposal

Proposals may be withdrawn in writing and submitted by facsimile, mail, e-mail, or hand delivery form the Vendor prior to the deadline for receipt of proposals. No oral withdrawals will be accepted.

Section II. Vendor Requirements

Under the direction of the SBDC, the CONTRACTOR will provide consulting and chair-side “training” to qualified small business owners and managers in the areas of finance, marketing, and other management issues. This may include assisting clients in the area of developing feasibility studies, business plans, marketing plans, cashflows, financial statements, human resources and hiring, purchase or sale of a business, succession planning, and other business-related functions.

Vendor is required to hold a bachelor’s degree in a business-related field and five years business-related experience; preferred requirement, vendor will hold a master’s degree in a business-related field and two years of experience.

Section III. General Contract Requirements

3.1 Contract

The contract entered into by the University and the successful vendor may include this Request for Proposal, the signed Proposal submitted by the successful vendor, any modifications agreed to in writing by the parties and the Contract document. (A sample contract is attached and made a part and requirement of this RFQ as Exhibit G. Please pay careful attention to the legal notifications and requirements contained therein. Any alterations made to the sample contract must be submitted with the RFQ response and will be reviewed by Minnesota State prior to signing and executing the final contract). All other communication between the parties, whether oral or written, with the exception of Amendment, with reference to the subject matter of this Contract is void and superseded.

3.2 A Notice to Vendors and Contractors

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

3.3 Contract Term

St Cloud State University desires to enter into a contract with the qualified vendor(s) to be effective Wednesday, December 31, 2019 for 5 years. If the University and the vendor are unable to negotiate and sign a contract by Wednesday, December 31, 2019, then the University reserves the right to seek an alternative vendor(s).

3.4 Parties to the Contract

Parties to this contract shall be the Minnesota State and its Board of Trustees acting though and on behalf of St Cloud State University and the successful vendor(s) according to the terms set forth herein. A representative of the University will be responsible for the administration of the Contract, and referred to as the “Authorized Representative”.

3.5 Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, St Cloud State University may cancel the contract(s) upon 30 days written notice, with or without cause.

3.6 Applicable Law

A contract entered into as a result of this RFQ shall be governed and interpreted under the laws of the State of Minnesota.

3.7 Contract Assignment

A contract or any part hereof entered into as a result of this RFQ shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the University’s authorized representative named in the contract.

3.8 Entire Agreement

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties, whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.
3.9 **Problem Resolution Process**

A formal problem resolution process will be established in the contract to address issues raised by either St Cloud State University or the vendor.

3.10 **Affidavit of Non-Collusion**

All responding vendors are required to complete the Affidavit of Non-Collusion form and submit it with the response.

3.11 **Human Rights Requirements**

For all contracts estimated to be in excess of $100,000 over a five (5) year period 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 from the Minnesota Bookstore, 660 Olive Street, St. Paul, MN 55155." All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363A.36. Failure to comply shall be grounds for rejection.

3.12 **Equal Pay Certificate**

If the Response to this solicitation could be in excess of $500,000, including renewal and extension options, the Responder must obtain an Equal Pay Certificate 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: 651-539-1095, toll free at 1-800-657-3704, MN Relay at 711 or 1-800-627-3529, or at compliance.MDHR@state.mn.us.

3.13 **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at
3.14 Veteran-Owned Preference

In accordance with Minnesota Statute § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference, but no less than the percentage awarded to any other group under this section on state procurement to certified small businesses that are majority-owned and operated by veterans.

In accordance with Minnesota Statute § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation due date and time.

If you are claiming the veteran-owned preference, attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

3.15 Insurance Requirements

The selected vendor may be required to submit an ACORD Certificate of Insurance to the St Cloud State University’s authorized representative prior to execution of the contract. The contracts for similar services are historically considered low risk and insurance requirements are minimal.

St Cloud State University reserves the right to immediately terminate the contract if the vendor is not in compliance with insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection by St Cloud State University and copies of policies must be submitted to St Cloud State University’s authorized representative upon written request.

3.16 State Audit

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

3.17 Minnesota Government Data Practices Act
The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFQ will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected vendor. If the vendor submits information in response to this RFQ that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

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

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

3.18 Physical and Data Security

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13; and other applicable laws.

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of Minnesota State and St Cloud State University.

The vendor shall recognize Minnesota State’s sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.
The vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State and St Cloud State University from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the “Authorized Representative” to be identified in the contract.

3.19 Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner’s Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

3.20 Liability

The vendor agrees to indemnify and save and hold the University, its agents and employees, harmless from any and all claims or causes of action arising from performance of any resulting contract by Vendor or Vendor’s agents or employees. This clause shall not be construed to bar any legal remedies Vendor may have for the University’s failure to fulfill its obligations pursuant to contract.

3.21 Americans with Disabilities Act Compliance (hereinafter “ADA”)

The vendor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. 12101, et. Seq. and regulations promulgated pursuant to it. The School is NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

3.22 Non-Discrimination

In connection with the performance of work under contract for the University, vendor agrees not to discriminate against any Minnesota State employee or student because of race, color, religion, national origin, sex, marital status, status with regard to public assistance disability, or age.

3.23 Licenses, Codes and Laws

The successful Contractor shall have and maintain a valid and appropriate business license, if applicable, as well as all required local, state and federal licenses. Contractor shall also meet all local, state and federal codes and comply with all applicable federal and state laws during the performance of the contract.
3.24 Safety

The vendor will comply with all State and Federal laws applicable to this service as they relate to employee safety and customer safety.

3.25 Indemnification

The Contractor shall indemnify, defend or hold the University harmless:

1.) from and against any claim or demand by third persons for loss, liability or damage, including claims for property damage, personal injury or wrongful death, arising out of any accident thereto occasioned by any act or nuisance made or suffered on the Premises, or by any fire or other destructive force on the Premises or growing out of or caused by any failure on the part of the Contractor to maintain the Premises in a safe condition and shall reimburse the University for all costs and expenses in connection with the defense of such claims; and

2.) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the nonobservance or non-performance of any of the terms, covenants and conditions in the Contract or the rules, regulations, ordinances and laws of the United States or the State of Minnesota.

Section IV. RFQ Responses

4.1 Submission

Sealed proposals must be received at the following address not later than Friday, November 15, 2019 by 3:00pm CT

Project: RFQ response for Small Business Development Center Business Consulting Services
Institution: St Cloud State University
Name: Ted Mears
Title: Director of Purchasing
Mailing Address: 720 4th Ave South, AS-122, St. Cloud, MN 56301

The responder shall submit **one (1) original, [2] copies**, and **two (2) USB flash drives (which will have a digital copy of the RFQ response)** of its RFQ response with the required forms.

Proposals are to be sealed in mailing envelopes or packages with the responder’s name and address clearly written on the outside. Proof of authority of the person signing must accompany the response. Minnesota State, its employees, officers or agents shall not be responsible for any pre-opening of post-opening of any proposal not properly addressed and identified as “RESPONSE TO RFQ FOR Small Business Development Center Business Consulting Services

Proposals received after this date and time will be returned to the responder unopened.
Fax and e-mail responses will not be considered.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of “white out” is considered an alteration.

4.2 Proposal Content

a. Failure to submit proposals in accordance with the RFQ requirements will be grounds for rejection.
b. Respond in order to all of the items listed in Section II of the RFQ and provide written point by point narrative responses to each of the proposal requirements.
c. All required forms, tables, and attachments to this RFQ must be completed in their entirety as applicable, in ink or typewritten/word-processed, signed and notarized where applicable, and attached to the vendor’s proposal upon submission.
d. The Proposal Offering Form must be signed in blue or black ink by an authorized member of the firm.
e. Vendor must warrant that the proposed solution meets or exceeds all specifications contained or referenced herein.
f. In presenting a proposed solution, vendor should be as thorough and detailed as possible so that the School may properly evaluate the vendor’s capability to provide the required services.
g. Deviations from and exceptions to terms, conditions, specifications or the manner of this RFQ shall be described fully on the vendor’s letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the vendor shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFQ. A vendor’s failure to raise an issue related to the terms, conditions, specifications or manner of this RFQ prior to the proposal submission deadline in the manner described shall constitute a full and final waiver of that vendor’s right to raise the issue later in any action or proceeding relating to this RFQ.
h. Vendor remains solely responsible for the accuracy of the proposal as to system performance, material quality and material quantity. Vendor should clearly indicate any items to be used in its implementation that are expected to be provided by the School.
i. Prices and terms of the proposal as stated must be valid for the entire length of any resulting contract, unless changes are made through mutual consent.
j. The University reserves the right to waive technicalities or irregularities, to accept any portion of a response when responses are by items, to reject any or all responses, and to make arrangements for the best interest of the School.
k. All costs associated with the service proposed must be made explicit in the vendor’s response. Any costs incurred by the vendor in the completion of any award issued on the basis of this proposal, but not explicitly stated in the vendor’s response, shall not be payable.
l. Vendor must indicate acknowledgement and acceptance of contract language. Any alterations made to the sample contract must be submitted with the RFQ response and will be reviewed by Minnesota State prior to signing and executing the final contract.
4.3 General Selection Criteria

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

a. Proposal: ........................................................................................................................................ 10%
   • Proposals not meeting requirements stated in the RFQ may be eliminated from further consideration.
   • Responses must also contain all required and completed forms.

b. Qualifications and experience: .................................................................................................... 30%

c. Proposed Services: ................................................................................................................... 30%
   • Proposal demonstrates understanding, ability and commitment to meet University requirements and timeframes

d. Cost ........................................................................................................................................... 30%

4.4 Response Evaluation

The following criteria and their identified weight will be used by St Cloud State University to evaluate the responses:

1. Expressed understanding of proposal objectives ......................................................... 10.0%;
2. Cost ........................................................................................................................................... 30.0%;
3. Qualifications of the vendor and its personnel (experience of personnel who are committed to work on the contract will be given greater weight than that of the company) .......................................................... 25.0%;
4. Completeness, thoroughness and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed above ....................................................... 15.0%;
5. Preference, Targeted Group, Economically Disadvantaged Business and Individuals .......................................................... 10.0%;

and

6. Preference, Service Disabled / Veteran-Owned Business and Individuals ............ 10.0%
ST. CLOUD STATE UNIVERSITY
REQUEST FOR QUALIFICATIONS

Small Business Development Center Business Consulting Services
PROPOSAL OFFERING FORM

In compliance with this Request for Qualifications, the undersigned acknowledges that I have read and understand all the conditions imposed herein and offer and agree to furnish the services in accordance with the attached proposal or a mutually agreed upon by subsequent negotiation.

Name of Firm: ____________________________________________
Address: _________________________________________________
City: _____________________________________________________
State: ___________________________ ZIP: _________________
Telephone: _______________________________________________
Federal ID: ______________________________________________
State ID: _______________________________________________

Name: ___________________________________________________
Signature: _______________________________________________
Title: ___________________________________________________
Date: ___________________________________________________
E-mail: _________________________________________________
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 – STATE OF MINNESOTA – AFFIRMATIVE ACTION CERTIFICATION

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, Griggs Midway Building, 540 Fairview Ave N, Suite 201, Saint Paul, MN 55104.

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, Griggs Midway Building, 540 Fairview Ave N, Suite 201, Saint Paul, MN 55104.
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
Griggs Midway Building, 540 Fairview Ave N, Suite 201, Saint Paul, MN 55104

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EXHIBIT D – EQUAL PAY CERTIFICATE APPLICATION

Minnesota Department of Human Rights
ATTN: Contract Compliance
Griggs Midway Building
540 Fairview Ave N, Suite 201
Saint Paul, MN 55104
(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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Business Address</th>
</tr>
</thead>
</table>
In accordance with Minnesota Statute §16C.16, subd. 6a, the MnSCU 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 Minnesota Statute §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 Minnesota Statute § 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.
## STATE OF MINNESOTA

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**2019 COMMISSIONER’S PLAN EXPENSE REIMBURSEMENT**

<table>
<thead>
<tr>
<th>TYPE OF EXPENSE</th>
<th>REIMBURSEMENT ALLOWANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>State-owned vehicle not available (full IRS rate)</td>
<td>58.0 cents per mile</td>
</tr>
<tr>
<td>State-owned vehicle available but declined (IRS rate less 7.0 cents)</td>
<td>51.0 cents per mile</td>
</tr>
<tr>
<td>Tolls and parking fees</td>
<td>Actual cost</td>
</tr>
<tr>
<td>Commercial transportation (air, taxi, rental car, etc.) plus reasonable gratuities</td>
<td>Actual cost for mode and class of transportation authorized</td>
</tr>
<tr>
<td>Specially equipped personal van – provides wheelchair access (IRS rate plus 9.0 cents)</td>
<td>67.0 cents per mile</td>
</tr>
<tr>
<td>Motorcycle</td>
<td>No reimbursement applicable</td>
</tr>
<tr>
<td>Personal aircraft</td>
<td>58.0 cents per mile</td>
</tr>
<tr>
<td>Overnight lodging</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Laundry and/or dry-cleaning after one week in continuous travel status</td>
<td>Actual cost; not to exceed $16.00 per week</td>
</tr>
<tr>
<td>Work-related long distance telephone calls</td>
<td>Actual cost</td>
</tr>
<tr>
<td>Personal telephone calls</td>
<td>Actual cost up to maximum number of nights away times $3.00</td>
</tr>
<tr>
<td>Special expenses (e.g. conference fees, banquet tickets)</td>
<td>Actual cost with prior approval</td>
</tr>
<tr>
<td>Meals and/or reasonable gratuities:</td>
<td>Actual cost up to maximums</td>
</tr>
<tr>
<td>● Breakfast (in travel status overnight or leave home before 6:00 a.m.)</td>
<td></td>
</tr>
<tr>
<td>● Lunch (in travel status and more than 35 miles from work station) Dinner (in travel status overnight or return home after 7:00 p.m.)</td>
<td></td>
</tr>
<tr>
<td>Expenses that are not travel related (e.g., supplies, copy charges, fax charges)</td>
<td>Actual cost</td>
</tr>
</tbody>
</table>

Outside the contiguous 48 United States or in predesignated/pre-identified metropolitan areas:

- Breakfast $11.00
- Lunch $13.00
- Dinner $20.00

Meal “bunching” allowed: Two or more consecutive meals reimbursed up to the combined maximum. Dinner and breakfast the following morning are considered consecutive meals. Meals provided as part of a conference or other program are not considered and “break” the string of consecutive meals.
**Metropolitan Areas**

*See listing on next page.*

<table>
<thead>
<tr>
<th>Metropolitan Area</th>
<th>Including:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atlanta, GA</td>
<td>Clayton, De Kalb, Fulton, Cobb and Gwinnett Counties in Georgia</td>
</tr>
<tr>
<td>Baltimore, MD</td>
<td>Baltimore and Hartford Counties in Maryland</td>
</tr>
<tr>
<td>Boston, MA</td>
<td>Norfolk, Suffolk, Middlesex and Essex Counties in Massachusetts</td>
</tr>
<tr>
<td>Chicago, IL</td>
<td>DuPage, Cook and Lake Counties in Illinois</td>
</tr>
<tr>
<td>Cleveland, OH</td>
<td>Cuyahoga County in Ohio</td>
</tr>
<tr>
<td>Dallas/Fort Worth, TX</td>
<td>Dallas and Tarrant Counties in Texas</td>
</tr>
<tr>
<td>Denver, CO</td>
<td>Denver, Adams, Arapahoe and Jefferson Counties in Colorado</td>
</tr>
<tr>
<td>Detroit, MI</td>
<td>Wayne, Macomb and Oakland Counties in Michigan</td>
</tr>
<tr>
<td>Hartford, CT</td>
<td>Hartford and Middlesex Counties in Connecticut</td>
</tr>
<tr>
<td>Houston, TX</td>
<td>Harris County, LBJ Space Center and Ellington AFB in Texas</td>
</tr>
<tr>
<td>Kansas City, KS</td>
<td>Johnson and Wyandotte Counties in Kansas</td>
</tr>
<tr>
<td>Kansas City, MO</td>
<td>Clay, Jackson and Platte Counties in Missouri</td>
</tr>
<tr>
<td>Los Angeles, CA</td>
<td>Los Angeles, Kern, Orange and Ventura Counties, Edwards AFB, Naval Weapons Center and Ordinance Test Station in California</td>
</tr>
<tr>
<td>Miami, FL</td>
<td>Dade County in Florida</td>
</tr>
<tr>
<td>New Orleans, LA</td>
<td>Jefferson, Orleans, Plaquemines and St. Bernard Parishes in Louisiana</td>
</tr>
<tr>
<td>New York City, NY</td>
<td>Bronx, Brooklyn, Manhattan, Queens, and Staten Island Boroughs in NYC; Nassau, New York, Richmond, Suffolk and Westchester Counties in New York state; Fairfield County in Connecticut; and Bergan, Essex, Hudson, Middlesex, Passaic, and Union Counties in New Jersey</td>
</tr>
<tr>
<td>Philadelphia, PA</td>
<td>Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties in Pennsylvania; and Burlington and Gloucester Counties in New Jersey</td>
</tr>
<tr>
<td>Portland, OR</td>
<td>Multnomah County in Oregon</td>
</tr>
<tr>
<td>Saint Louis, MO</td>
<td>St. Charles and St. Louis Counties in Missouri</td>
</tr>
<tr>
<td>San Diego, CA</td>
<td>San Diego County in California</td>
</tr>
<tr>
<td>San Francisco, CA</td>
<td>San Francisco, Sonoma, Marin, San Mateo, Santa Clara, Santa Cruz, Contra Costa, Alameda and Santa Barbara Counties in California</td>
</tr>
<tr>
<td>Seattle, WA</td>
<td>King County in Washington state</td>
</tr>
<tr>
<td>Washington, DC</td>
<td>Cities of Alexandria, Falls Church and Fairfax in Virginia; Arlington, Loudoun and Fairfax Counties in Virginia; and Montgomery and Prince Georges Counties in Maryland</td>
</tr>
</tbody>
</table>

**RECEIPTS:** Itemized receipts are required for all expenses except meals, gratuities, driving tolls, parking meters and telephone calls. All forms of canceled checks and photocopies of credit card bills do not substitute for original receipts. An affidavit in lieu of a receipt may be allowed if the original receipt was lost or a receipt was not obtained.

**ITEMIZED LIST OF CONTRACTOR’S REIMBURSABLE EXPENSES**

A. Minnesota State’s AUTHORIZED REPRESENTATIVE TO COMPLETE THIS SECTION:

| NAME AND ADDRESS OF CONTRACTOR: |
B. CONTRACTOR TO COMPLETE THIS SECTION (submit additional pages if more than one day in travel status):

* Requires original itemized receipts.
** Other metropolitan areas listed above are up to $11 (breakfast), $13 (lunch), and $20 (dinner).

<table>
<thead>
<tr>
<th>DATE</th>
<th>ALLOWABLE EXPENSES</th>
<th>PURPOSE</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># of Miles: ________</td>
<td></td>
<td>54.5 cents per mile</td>
<td></td>
</tr>
<tr>
<td></td>
<td>To: ________________</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>From: ______________</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Parking Fees (non meter)*</td>
<td>Actual cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Parking Meters/Tolls</td>
<td>Actual cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Air Fare*</td>
<td>Actual cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Taxi*</td>
<td>Actual cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rental Car*</td>
<td>Actual cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Overnight Lodging*</td>
<td>Actual cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Long Distance Call</td>
<td>Actual cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Breakfast, if in travel status</td>
<td>Up to $9.00**</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lunch, if in travel status</td>
<td>Up to $11.00**</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dinner, if in travel status</td>
<td>Up to $16.00**</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supplies*</td>
<td>Actual cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Copy Charges*</td>
<td>Actual cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax Charges*</td>
<td>Actual cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other*</td>
<td>Actual cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL FOR THE DAY</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Remit payment to the following address if different than address at the top of this form:

Name: ____________________________________________
Address: ____________________________________________

C. SIGNATURES REQUIRED FOR PAYMENT:

Signature: __________________________ Date: ________________
(Verification of Expenses by Contractor)
Signature: __________________________ Date: ________________
(Approval by Minnesota State’s Authorized Representative)
EXHIBIT G – SAMPLE CONTRACT

P.O. Number________________

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

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]

MAINTENANCE/SERVICE MASTER CONTRACT
[NOT BUILDING CONSTRUCTION OR REMODELING]

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of [INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE] (hereinafter “MnSCU”), and [INSERT CONTRACTOR’S LEGAL NAME AND FULL ADDRESS], an independent contractor, not an employee of the State of Minnesota (hereinafter “CONTRACTOR”).

WHEREAS, MnSCU, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain services; and

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

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract; and

[DELETE THE FOLLOWING TWO CLAUSES IF CONTRACTOR IS NOT AN INDIVIDUAL. IF CONTRACTOR IS AN INDIVIDUAL, THEY MUST BE INCLUDED.]

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

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

NOW, THEREFORE, it is agreed:

1. TERM OF CONTRACT. This contract shall be effective on [INSERT FULL DATE (e.g., January 29, 2013)] or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until [INSERT FULL DATE (e.g., June 30, 2013)] or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified by MnSCU’s authorized representative that it may begin work. The term of

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any work authorization issued under this Maintenance/Service Master Contract may not extend beyond
the expiration of this Master Contract.

2. **CONTRACTOR’S DUTIES AND SCOPE OF WORK.**

a. The CONTRACTOR may be requested by MnSCU to perform any of the following services under
individual work authorizations:

Under the direction of the SBDC, the CONTRACTOR will provide consulting and chair-side
“training” to qualified small business owners and managers in the areas of finance, marketing,
and other management issues. This may include assisting clients in the area of developing
feasibility studies, business plans, marketing plans, cashflows, financial statements, human
resources and hiring, etc. Consulting assistance shall be provided at no cost to the client on
either one-to-one or group basis. “Qualified small business” for purposes of this contract, means
an individual or business entity who qualifies for services from the SBA, who has completed an
approved SBA client intake form (SBA Form 641) and who has received assistance that meets the
definition of a client as defined by SBA policy. “Consulting” for the purposes of this contract
means individual substantive advice, guidance or instruction given a person or business entity
concerning the formation, management, financing and operation of a small business enterprise.
Consulting may be conducted in one-to-one, in-person sessions or through electronic
communications such as telephone, e-mail or Internet. A “Request for Counseling” (SBA Form
641) for all clients must be executed prior to the delivery of any consulting. CONTRACTOR shall
provide loan packaging services as a core service. Contractor is encouraged to provide at least
one completed and approved loan package/investment per $2,000.00 of contract funds which
shall be recorded in the SBDC designated electronic recordkeeping system (Neoserra). Core
service consulting in the area of access and acquisition of start-up and expansion capital,
hereinafter referred to as loan packaging. “Loan packaging” for purposes pursuant to this grant
contract means providing substantive consulting assistance, including but not limited to
consulting on financing and financing alternatives, investigation of potential financing sources,
preparation of financial projections, and preparation of a loan application for which the expected
outcome is approved financing.

For purposes pursuant to this contract, the following requirements apply:

i. CONTRACTOR shall perform an initial assessment of probability of financing before
significant loan packaging services are offered or delivered.

ii. CONTRACTOR shall not deliver loan packaging services when probability of approval is
doubtful. Evidence of all loan packaging assistance must be appropriately recorded in
the prescribed management information system in the format required by the STATE.
All documentation must comply with record keeping requirements set forth by STATE
policy and quality standards. This includes the collection of attribution from the client
as to the results obtained and the degree to which SBDC assistance contributed to
those results. All loan packaging information must be recorded in the prescribed
management information system no more than fourteen (14) days after the end of
the quarter.

iii. CONTRACTOR will not be penalized if loan packaging does not result in an approved
loan.

iv. CONTRACTOR shall be compensated at a rate of $______/hr.

v. CONTRACTOR shall identify themselves as an SBDC consultant during the initial
meeting with the client.

vi. CONTRACTOR who is contracted for 100 consulting hours or more in a calendar year is
expected to participate in professional activities to be recorded regularly in the SBDC
client database. Types of professional development considered acceptable and
appropriate include: on-line, classroom, SBDC-sponsored sessions, etc. Annual Consultant meetings will also count for professional development time.

vii. CONTRACTOR consulting provided must be for no less than one-half hour initially and may not exceed 100 total hours per client annually without prior approval.

CONTRACTOR shall maintain appropriate records and provide all reports required by the SBDC including but not limited to the reporting and recordkeeping requirements set forth by the STATE and DEED, requirements which are incorporated herein by reference. Reports shall be prepared with the following criteria: Consulting record notes must contain sufficient detail that, if necessary, another consultant could review the client’s file and continue the consulting relationship without interruption.

Consulting records should be of sufficient detail to justify the amount of time reported and provide a clear audit trail. Each consulting session record should include at least the following:

i. a summary of business and business owners (initial/new session only),
ii. an analysis of the client’s problem,
iii. a summary of what the consultant did during the session,
iv. recommendations,
v. follow-up required by the consultant and the client,
vi. any other documentation deemed appropriate by the consultant.

CONTRACTOR shall adhere to all branding requirements consistent with SBA/SBDC/SCSU branding standards. Branding requirements will apply to any office signage, web sites, letterhead, envelopes, mailing labels, business cards, brochures and printed materials. Branding requirements will also apply to any other SBDC correspondence such as memorandums and fax cover letters, report covers and forms.

CONTRACTOR shall attend a minimum of one (1) Consultant Meeting annually to keep abreast of current program and reporting changes. If a group session cannot be attended, a one-on-one will be scheduled to review updates.

CONTRACTORS that maintain outreach sites will make client files and any other files related to SBDC work accessible to Regional Director for annual site reviews.

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

b. CONTRACTOR understands that only upon receipt of a work authorization shall CONTRACTOR begin work under this Master Contract. Any and all effort, expenses, or actions taken before the work authorization is issued is not authorized under Minnesota Statutes and is undertaken at the sole responsibility and expense of CONTRACTOR.

c. CONTRACTOR shall comply with all time requirements described in a work authorization. In the performance of work pursuant to this Contract, time is of the essence.

d. CONTRACTOR understands that this Master Contract is not a guarantee of a work authorization. MnSCU has determined that it might have need for the services under this Master Contract, but MnSCU does not commit to issuing a work authorization or spending any money with CONTRACTOR.
e. CONTRACTOR and all of its Subcontractor(s) shall comply with the Labor Standards and Wages requirements of Minnesota Statutes Chapter 177 as applicable. [YOU MUST CHECK: www.dli.mn.gov/LS/PrevWageComm.asp TO INCLUDE THE PREVAILING WAGE RATES, PREVAILING HOURS OF LABOR, AND HOURLY BASIC RATES OF PAY FOR ALL TRADES AND OCCUPATIONS REQUIRED FOR ANY PROJECT, AND, IF APPLICABLE, INCLUDE IN ANY WORK AUTHORIZATION PRIOR TO AUTHORIZING A CONTRACTOR TO BEGIN WORK THIS MASTER AGREEMENT.]

f. Minnesota Statutes Section 177.43, Subd. 3, requires the collection of payroll information, as further described below, for all Contracts or work under a work authorization, unless:

- the estimated total cost of completing the project is less than $2,500 and only one trade or occupation is required to complete it, or
- the estimated total cost of completing the project is less than $25,000 and more than one trade or occupation is required to complete it.

i. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this project contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

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

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

ii. The Contractor shall review the applicable Prevailing Wage Rate Requirements to determine the applicable prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay that are applicable to this project contract. A copy of the applicable Prevailing Wage Rate Determination Schedule, as published by Minnesota Department of Labor and Industry, can be found at the DOLI website for commercial construction at www.dli.mn.gov/LS/PrevWageComm.asp . The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids.

iii. Hours of labor
Pursuant to Minnesota Statutes 177.43:
(1) no laborer or mechanic employed directly on the project work site by the contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work of the project, is permitted or required to work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and
(2) a laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

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

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

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

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

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

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

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

iv. Pursuant to Minnesota Statutes Section 177.43, Subd. 3, all contractors and subcontractors shall submit to the Owner’s contracting entity copies of payrolls that contain all the date required by Minnesota Statutes §177.30. Contractors and subcontractors shall use Form MnSCU073 for this purpose.

v. Keeping Records; Penalty:

1. every employer subject to Minnesota Statutes Section 177.21 to 177.44 must make and keep a record of:
   a. the name, address, and occupation of each employee;
   b. the rate of pay, and the amount paid each pay period to each employee;
   c. the hours worked each day and each workweek by the employee;
   d. for each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the employer shall furnish under oath signed by an owner or officer of an employer to the contracting authority and the project owner every two weeks, a certified payroll report with respect to the wages and benefits paid each employee during the preceding weeks specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs; and
   e. other information the commissioner finds necessary and appropriate to enforce sections 177.21 to 177.435. The records must be kept for three years in or near the premises where an employee works except each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the records must be kept for three years after the contracting authority has made final payment on the public works project.

2. The commissioner may fine an employer up to $1,000 for each failure to maintain records as required by this section. This penalty is in addition to any penalties provided under section 177.32, subdivision 1. In determining the amount of a civil penalty under this subdivision, the appropriateness of such penalty to the size of the employer’s business and the gravity of the violation shall be considered.

3. **CONSIDERATION AND TERMS OF PAYMENT.**
a. **Consideration** for all services performed and goods or materials supplied by the CONTRACTOR for all work authorizations issued pursuant to this Master Contract shall be paid by MnSCU as follows:

   i. **Compensation** of [INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS PER HOUR FOR EACH SERVICE IDENTIFIED, e.g., Fifty and 00/100 Dollars ($50.00) per hour for XYZ task]

   ii. The **total obligation** of MnSCU for all compensation and reimbursement to the CONTRACTOR shall not exceed [INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS, e.g. Four Thousand One Hundred Twenty and 00/100 Dollars ($4,120.00)].

   iii. Check one box below as applicable.

      _____ Funds are encumbered on this contract and the encumbered amount is $___________________.

      _____ No funds are encumbered at this time and payment will be certified by purchase order. [IF THIS BOX IS CHECKED, WRITE “NOT APPLICABLE” IN THE ENCUMBRANCE SIGNATURE BLOCK.]

b. **Terms of Payment**

   i. Payment shall be made by MnSCU promptly after the CONTRACTOR’S presentation of invoices for services performed and acceptance of such services by MnSCU’s authorized representative. All services provided by the CONTRACTOR under work authorizations issued pursuant to this Master Contract shall be performed to the satisfaction of MnSCU, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MnSCU to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

      1. [USE TERMS OR PHRASES SUCH AS WEEKLY, MONTHLY OR WITHIN CALENDAR DAYS FOLLOWING COMPLETION OF SERVICES OR IF THERE ARE SPECIFIC DELIVERABLES, PHASES, TASKS, LIST HOW MUCH WILL BE PAID FOR EACH.]

      2. **Retainage.** No more than ninety percent (90%) of the amount due will be paid by MnSCU until all the services under this Contract or applicable work authorization have been reviewed by MnSCU’s authorized representative. The balance due will be paid when MnSCU’s authorized representative determines that CONTRACTOR has satisfactorily fulfilled all the terms of the Contract or applicable work authorization.

   ii. **Nonresident Aliens.** Pursuant to 26 U.S.C. § 1441, MnSCU is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code § 7701(b). MnSCU will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MnSCU makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MnSCU does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MnSCU harmless for any taxes owed and any interest or penalties assessed.
4. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to work authorizations, purchase orders, or cancellation of this Master Contract must be sent to the other party’s authorized representative.

   a. MnSCU’s authorized representative for the purpose of administration of this Master Contract is:

      Name:
      Address:
      Telephone:
      E-Mail:
      Fax:

      Such representative shall have final authority for acceptance of the CONTRACTOR’S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

   b. The CONTRACTOR’S authorized representative for the purpose of administration of this Master Contract is:

      Name:
      Address:
      Telephone:
      E-Mail:
      Fax:

5. **CANCELLATION AND TERMINATION.**

   a. This Master Contract may be canceled by MnSCU at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

   b. Termination for Insufficient Funding. MnSCU may immediately terminate this Master Contract, if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered in this Master Contract. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MnSCU receiving notice that sufficient funding is not available. MnSCU is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MnSCU will not be assessed any penalty if the Master Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this Master Contract without the prior written consent of MnSCU.

7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorneys’ fees incurred by MnSCU, arising from the performance of this Master Contract, by the CONTRACTOR or CONTRACTOR’S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MnSCU’s failure to fulfill its obligations pursuant to this Master Contract.
8. **WORKERS’ COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statutes § 176.181, subd. 2 pertaining to workers’ compensation insurance coverage. The CONTRACTOR’S employees and agents will not be considered MnSCU 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 MnSCU’s obligation or responsibility.

9. **MINNESOTA STATUTE §181.59.**

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

10. **DATA DISCLOSURE.**

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

   b. **Independent Contractors.** Minn. Stat. §256.998 requires MnSCU to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than $250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

11. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MnSCU.
In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MnSCU. MnSCU will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

[IF THE SERVICES PROVIDED BY CONTRACTOR INCLUDE ACCESS TO, STORAGE, OR TRANSMISSION OF EDUCATION RECORDS OR EDUCATION DATA, CONTACT THE OFFICE OF GENERAL COUNSEL FOR ADDITIONAL CONTRACT PROVISIONS REGARDING DATA SECURITY. IF YOU HAVE ANY OTHER PRIVACY CONCERNS ABOUT THIS CONTRACT, PLEASE CONTACT THE OFFICE OF GENERAL COUNSEL.]

12. INTELLECTUAL PROPERTY. The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (“MATERIALS”) do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MnSCU at the CONTRACTOR’S expense from any action or claim brought against MnSCU to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR’S or MnSCU’s opinion is likely to arise, the CONTRACTOR shall, at MnSCU’s discretion, either procure for MnSCU the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

13. ANTITRUST. The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

14. JURISDICTION AND VENUE. This Master Contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Master Contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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

16. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this Master Contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

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

18. INSURANCE.

[DELETE THIS CLAUSE IF THE CONTRACT AND CONTRACTOR HAS BEEN DETERMINED TO BE LOW RISK.]

a. CONTRACTOR shall submit an ACORD Certificate of Insurance to MnSCU's authorized representative prior to execution of the Master Contract.
b. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:

i. **Workers’ Compensation Insurance.** CONTRACTOR shall provide workers’ compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR shall require the subcontractor to provide workers’ compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability, at limits not less than $100,000.00 bodily injury by disease per employee, $500,000.00 bodily injury by disease aggregate, and $100,000.00 bodily injury by accident.

ii. **Commercial General Liability.** CONTRACTOR shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the Master Contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed under the Master Contract. The minimum insurance amounts will be:

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

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

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

iii. **Commercial Automobile Liability.** CONTRACTOR shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under the Master Contract, and in case any work is subcontracted the CONTRACTOR will require the subcontractors to maintain Commercial Automobile Liability insurance. The minimum insurance amounts will be:

   - $2,000,000.00 per occurrence Combined Single Limit (CSL) for bodily injury and property damage
In addition, the following coverage shall be included:
Owned, Hired, and Non-owned

c. Additional Insurance Conditions:

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

d. MnSCU reserves the right to immediately terminate this Master Contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by MnSCU and copies of policies must be submitted to MnSCU’s authorized representative upon written request.

19. AFFIRMATIVE ACTION REQUIREMENTS FOR CONTRACTS IN EXCESS OF $100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.

[DELETE THIS CLAUSE IF THE TOTAL CONTRACT VALUE IS UNDER $100,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.]

MnSCU intends to carry out its responsibility for requiring affirmative action by its CONTRACTORS.

a. Covered Contracts and Contractors. If the contract exceeds One Hundred Thousand and 00/100 Dollars ($100,000.00) and the contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the CONTRACTOR does not have a Certificate of Compliance, said CONTRACTOR must certify that it is in compliance with federal affirmative action requirements.

b. Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled
individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

c. Minnesota R. 5000.3400-5000.3600.
   i. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

   ii. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

   1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

   2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

   3. In the event of the Contractor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

   4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

   5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
iii. Consequences. The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or MnSCU.

iv. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statutes § 363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

20. **EQUAL PAY CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF $500,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRIMARY PLACE OF BUSINESS.**

   [DELETE THIS CLAUSE IF THE TOTAL CONTRACT VALUE IS UNDER $500,000.00 AND RENUMBER REMAINING CLAUSE IF APPLICABLE.]

   MnSCU intends to carry out its responsibility for requiring equal pay by its CONTRACTORS.

   a. Covered Contracts and Contractors. If the amount of this contract is in excess of $500,000.00 and the CONTRACTOR has 40 or more full-time employees in Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, the CONTRACTOR must comply with the requirements of Minnesota Statutes §363A.44 prior to contract execution. CONTRACTOR must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to CONTRACT execution. CONTRACTOR is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. A certificate is valid for four years.

   i. Consequences. The consequences for the CONTRACTOR’S failure to secure and comply with Minnesota Statutes §363A.44 or make a good faith effort to do so, include but are not limited to, suspension or revocation of a certificate of Compliance by the COMMISSIONER, and termination of all or part of this contract by the COMMISSIONER or MnSCU.

   ii. Certification. The CONTRACTOR hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.44 and applicable rules and regulations and is aware of the consequences for noncompliance.

21. **OTHER PROVISIONS.**[IF “NONE”, WRITE “NONE”]

   [IF ADDING OTHER PROVISIONS OR ATTACHMENTS THAT IMPACT OR CONFLICT WITH WHAT IS STATED IN THE CONTRACT, SEEK ASSISTANCE FROM SYSTEM LEGAL COUNSEL.]

   [ATTACH ADDITIONAL PAGE(S) IF NECESSARY.]

   The remainder of this page was intentionally left blank.
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

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

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

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

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

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