

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**ST. CLOUD STATE UNIVERSITY**



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Athletics Team Physicians/Sports Medicine Services**

**SPECIAL NOTE:** This Request for Proposal (RFP) 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 RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. Minn State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minn State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on [Minnesota State's Vendor & Supplier website for RFP's](https://www.minnstate.edu/vendors) <https://www.minnstate.edu/vendors>. For this RFP, 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.

**REQUEST FOR PROPOSAL (RFP)  
FOR  
Athletics Team Physicians/Sports Medicine Services**

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ST. CLOUD STATE UNIVERSITY

REQUEST FOR PROPOSAL

**Athletics Team Physicians/Sports Medicine Services  
ADVERTISEMENT FOR PROPOSAL**

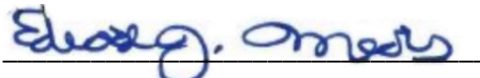
Notice is hereby given that Offers will be received by the Director of Purchasing, St. Cloud State University, until Monday, December 6, 2021 by 4:00 p.m. CST for the purpose of **Athletics Team Physicians/Sports Medicine Services** according to the specifications on file at:

St. Cloud State University  
Business Office – Purchasing Department  
Administrative Services 122  
Edward J. Mears, Director of Purchasing ([ejmears@stcloudstate.edu](mailto:ejmears@stcloudstate.edu))  
720 Fourth Avenue South  
St. Cloud, Minnesota 56301-4498

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

Offers are to be submitted digitally via email to the Director of Purchasing at the above email address and clearly marked in the subject line "SCSU RFP for **Athletics Team Physicians/Sports Medicine Services**". St. Cloud State University reserves the right to reject any and all Offers and to waive any informalities contained in such Offers. Responses must be submitted via email in Microsoft Word or Adobe PDF format. Attachment limits are 50 MB. If file sizes are too large, please create multiple smaller files and email them separately. Hyperlinks to submissions in cloud storage will not be accepted. All pages must be numbered and font size no smaller than 10 point. MINNESOTA STATE'S email receipt time stamp will be used for consideration, not the senders.

Dated at St. Cloud, Minnesota, this 10th day of November, 2021.



Edward J. Mears  
Director of Purchasing

## Section I. General RFP Information

### 1.1 Background

Minnesota State is the third-largest system of higher education in the United States. It is comprised of 30 two-year and 7 four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 350,000+ students each year. The Minnesota State 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.minnstate.edu](http://www.minnstate.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 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 12,600 students and nearly 125,000 alumni. For more information please visit [SCSU's website at www.stcloudstate.edu](http://www.stcloudstate.edu).

Responding vendors should be aware that the contract resulting from this RFP will be available for use by all of Minnesota State institutions, including the system office on non-exclusive basis.

### 1.2 Nature of RFP

St. Cloud State University hereinafter also referred to as “University” or “SCSU” is requesting proposals for **Athletics Team Physicians/Sports Medicine Services**.

This RFP 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(s) whose proposal(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 RFP 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 RFP shall not obligate St. Cloud State University to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.

### 1.3 Selection Committee

The selection process includes the Director of Athletics, Interim Director of Sports Medicine, Associate Athletic Trainer, Associate Athletics Director for Finance and Administration, and the Interim Assistant Vice President of Finance & Administration. This group will evaluate the proposals and make the final decision.

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 RFP.

#### 1.4 Selection and Implementation Timeline

Wednesday, November 10, 2021	Publish RFP notice in <i>State Register</i>
Tuesday, November 16, 2021 at 3:00 p.m. CST	Conduct pre-proposal vendor conference via Zoom
Friday, November 19, 2021 by 4:00 p.m. CST	Deadline for RFP questions
Wednesday, November 24, 2021 by 4:00 p.m. CST	Answers to RFP questions on web site
Monday, December 6, 2021 by 4:00 p.m. CST	Deadline for RFP proposal submissions
Tuesday-Tuesday, December 7-14, 2021	Review RFP proposals
Friday, December 17, 2021	Complete selection process and initiate contract
Friday, July 1, 2022	Desired goal to finalize contract signatures and issue purchase order to commence work

#### 1.5 Vendor Questions

Vendor questions must be submitted via email by Friday, November 19, 2021 by 4:00 p.m. CST, to:

Ted Mears, Director of Purchasing  
St. Cloud State University  
Email: [ejmears@stcloudstate.edu](mailto:ejmears@stcloudstate.edu)

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

Questions must include the name, 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 RFP's https://www.minnstate.edu/vendors](https://www.minnstate.edu/vendors) by the date indicated in Section 1.4 of this RFP.

#### 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

System Office: The central system office of Minnesota State located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota 55101.

Vendor: The firm selected by St. Cloud State University as the successful responder(s) responsible to execute the terms of a contract.

## 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 Minn State's rights.

## 1.8 Pre-Proposal Vendors Conference

St. Cloud State University will hold an optional pre-proposal vendors conference on Tuesday, November 16 at 3:00 p.m. CST via Zoom as listed in 1.4. It is recommended all potential or interested responders attend the conference. To receive an invite to the conference, send a request to [ejmears@stcloudstate.edu](mailto:ejmears@stcloudstate.edu) no later than 10:00am on Tuesday, November 16, 2021.

## 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 or corporate name of 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 if practicable.

#### 1.11 Vendor Notifications Related to RFP Responses

- A. Vendors are hereby notified that neither Minn 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 RFP Vendors agree to indemnify, save and hold Minn 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

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 RFP 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 RFP if it is considered to be in its best interest. St. Cloud State University also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:



- a. reject any and all proposals received in response to this RFP;
- 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 RFP;
- f. terminate negotiations and take such action as deemed appropriate.

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 RFP in a cost-effective manner.

This RFP shall not obligate the University to award a contract or complete the proposed project and the University reserves the right to cancel this RFP 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 RFP.

#### 1.14 Material Ownership and Disposition of Responses

All materials submitted in response to this RFP 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 RFP 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 RFP that they believe to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. 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 RFP, 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 from the Vendor prior to the deadline for receipt of proposals. No oral withdrawals will be accepted.

## Section II. Vendor Requirements

### 2.1 Nature of RFP

St. Cloud State University is requesting proposals to develop a partnership in health care to fulfill its needs for athletic team supplemental physician coverage and sports medicine services including athletic training room coverage, with teams and individual student-athletes, at competitions and practices, and for home and away events. This could develop to a broader partnership in health and biomedical sciences that might include educational, research or other types of support. This RFP is undertaken by St. Cloud State University pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Please note the University employs several full time and graduate assistant athletic trainers and currently partners with a local provider for team physicians and emergency evaluation and care. The vendor selected through this RFP will augment the services of the University staff and Team Athletic Trainers. While the University plans to work collaboratively and in consultation with the vendor's designated liaison, the University intends to retain responsibility for determining the staffing levels, coverage model assignments and medical protocols for the care and treatment of its student-athletes and teams.

Accordingly, St. Cloud State University shall select the vendor(s) whose proposal(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 RFP 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 RFP shall not obligate St. Cloud State University to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.

## 2.2 General Selection Criteria

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

- At a minimum, must demonstrate an ability to provide athletic team physician coverage as requested or required for home event coverage (men's and women's hockey) and for student-athlete injury evaluation in the University's athletic training room facilities at least once a week while teams are in-season.
- Ability to provide sports medicine coverage through the assignment of highly qualified medical personnel (certified athletic trainer or equivalent) to service the athletic training room, with teams and individual student athletes, at competitions and practices, and for home and away events.
- Description of a work plan in narrative form outlining strategies for accomplishing the work, including but not limited to how the respondent proposes to conduct medical management of St. Cloud State University's sports medicine services and to provide coverage for the services needs outlined above (team physicians and sports medicine coverage). Ideally, this work plan addresses an upcoming University staffing shortfall of five (5) half-time graduate assistant positions being phased out due to a change in Athletic Training education curriculum and certification process. Internal study of this transitional staffing issue suggests that while maintaining head count (5) is critical, it may require adding Full Time Equivalent (FTE) to optimize current and future coverage needs.
- Prior experience working with institutions of higher education to demonstrate how to fulfill St. Cloud State University's needs for sports medicine services, supplemental sports team physician coverage, and in ultimately delivering a broader partnership in athletic health care through education, research, and service and leadership opportunities, including clinical experiences for graduate students in the University's Master of Science in Athletic Training program.
- Illustrate other perceived benefits and opportunities for the relationship, such as through broader partnerships across the Athletic Department with coaches and student-athletes, and with academic departments offering bachelor/master's degree programs in Sports Medicine fields, or more broadly, Health and Bio Medical Sciences – including but not limited to Athletic Training, Exercise Science, Sport Management, Biological Sciences, pre-professional (Physical Therapy, Occupational Therapy, etc.), and others – in terms of education and training, clinical placements, research, and outreach.

## 2.3 Vendor Requirements

- Ability to provide athletic team physician coverage as requested or required for home event coverage (men's and women's hockey) and for student-athlete injury evaluation in the University's athletic training room facilities at least once a week while teams are in-season. Team physicians would average approximately 34 visits per academic year, beginning the 2nd week in August and typically ending the third week in May. Depending on the volume of athletes, these visits typically may last two hours each.
- Ability to provide sports medicine coverage through the assignment of highly-qualified medical personnel (certified athletic trainer or equivalent) to service the athletic training room, with teams and individual student athletes, at competitions and practices, and for

home and away events. A specific schedule is not available at this time, but a general overview of St. Cloud State University's 17-sport team portfolio is provided as Attachment 1, detailing the estimated number of student athlete participants for each team, and the approximate in-season and off-season schedule is included as a point of reference. Specific coverage needs would be coordinated through a liaison relationship between a designee from the St. Cloud State University Athletic Training staff and a designee from the health care provider's staff.

- Description of a work plan in narrative form outlining strategies for accomplishing the work, including but not limited to how the respondent proposes to conduct medical management of St. Cloud State University's sports medicine services and to provide coverage for the services needs outlined above (team physicians and sports medicine coverage). Ideally this work plan addresses an upcoming University staffing shortfall of five (5) half-time graduate assistant positions being phased out due to a change in Athletic Training education curriculum and certification process. Internal study of this transitional staffing issue suggests that while maintaining head count (5) is critical, it may require adding Full Time Equivalent (FTE) to optimize current and future coverage needs. This work plan may also include a description of support staff or other information that indicates your ability to provide excellent services to our student athletes and University Athletics' personnel, as well as describing your ability to be flexible in reacting to and supporting any time-sensitive/immediate needs of the teams/institution, such as on-campus meetings, group engagements, event schedule changes, and/or urgent deadlines.
- Share in detail your experience working with institutions of higher education in order to demonstrate what the respondent believes they can provide in terms of fulfilling St. Cloud State University's needs for sports medicine services, supplemental sports team physician coverage and in ultimately delivering a broader partnership in athletic health care through education, research, and service and leadership opportunities, including clinical experiences for graduate students in the University's Master of Science in Athletic Training program.
- Describe in detail your cost proposal for the services required. This should include specific information about how and when services will be billed. If any services will be provided at no charge, please provide specific details about how value in-kind (VIK) was determined. Finally, describe any other expectations, financial or otherwise, that the respondent proposes for this relationship (i.e., exclusivity of service, patient referrals, promotion of relationship, marketing considerations, etc.).
- St. Cloud State University Athletics is open to exploring the potential of third-party billing where the department would explore the possibility of submitting claims to the student-athletes primary insurance for a limited scope of billable services performed in the Athletic Training room (i.e.- annual physical exams, pre- and post-operative rehabilitation, baseline concussion evaluation etc.). Please describe your interest/ability to help facilitate the third-party billing process and how you might help support this process.
- Please describe the value of any investments the respondent proposes to make in St. Cloud State University through direct donations, marketing partnerships, sponsorship, or in-kind services. These can be delineated separately and then summed together as an aggregated total to demonstrate the respondent's overall added value.
- Illustrate other perceived benefits and opportunities for the relationship, such as through broader partnerships across the Athletic Department with coaches and student-athletes, and with academic departments offering bachelor/master's degree programs in Sports

Medicine fields, or more broadly, Health and Bio Medical Sciences – including but not limited to Athletic Training, Sport Performance and Psychology, Exercise Science, Exercise Physiology, Sport Management, Dietetics, Biological Sciences, Health Informatics & Analytics, pre-professional (Physical Therapy, Occupational Therapy, etc.), and others – in terms of education and training, clinical placements, research, and outreach.

For your convenience, the University has included a listing of potential opportunities for additional collaboration with a health care services or medical provider to articulate a more holistic approach to a partnership. While this summary of possibilities is by no means an exhaustive list, the University invites potential partners to share their thoughts, ideas, and suggestions as part of their response to this RFP.

- Work collaboratively to identify program opportunities in sports medicine, or more broadly, health and biomedical sciences (e.g., physical therapy, physician assistant)
- Hands-on and clinical experiences for students (bachelor's, master's, doctoral)
- Placements for medical lab tech, clinical lab, exercise science, clinical exercise, athletic training, and students in other programs
- Opportunities to prepare undergraduate students for medical, physician assistant, veterinary, pharmacy and other professional/graduate schools
- Summer research opportunities and fellowships for students (bachelor's, master's, doctoral)
- Shadow or volunteer hours at clinical areas, labs, hospitals, or pharmacies, or other healthcare facilities for students, especially for pre-professional students, and faculty
- Physicians and other health and medical experts as adjunct faculty, co-teaching courses, guest lecturers, serving on master's thesis and doctoral dissertation committees, and other instructional and research endeavors
- Continuing education & customized training (health provider skill development, inter-professional collaborations)
- Health & Bio Medical Sciences Summits, colloquia, or related forums to promote inter-professional and interdisciplinary collaborations and partnerships to expand education, clinical care, and research
- Joint ventures to educate/inform the public on current and emerging issues in sports medicine, and more broadly, health and biomedical sciences
- New Institute on Sports Medicine, or more broadly, Health and Biomedical Sciences to enable and accelerate research collaborations, joint applications for external funding, new practice development, community/industry partnerships, and so on
- Collaborative research on relevant topics and questions, such as concussions, opioid addiction, or many others
- New technologies and opportunities (healthcare analytics, medical physics, etc.) and applied and translational research with industry

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

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

### 3.3 Contract Term

St. Cloud State University desires to enter into a contract with the successful vendor(s) to be effective Friday, July 1, 2022 for 5 years. If the University and the vendor are unable to negotiate and sign a contract by Friday, July 1, 2022, 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 through 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

Minnesota State and its Board of Trustees through and on behalf of 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 RFP 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 RFP 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 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 §363.A36. 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](mailto: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 [mmd.help.line@state.mn.us](mailto:mmd.help.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

### 3.14 Veteran-Owned Preference

In accordance with Minn. Stat. § 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 Minn. Stat. § 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

- A. The selected vendor will 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 selected vendor shall not commence work under the contract until they have obtained all



the insurance described below and Minn State has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

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

1. Workers' Compensation Insurance. The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
2. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence  
\$2,000,000.00 annual aggregate  
\$2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage  
Personal and Advertising Injury  
Products and Completed Operations Liability  
Blanket Contractual Liability  
Name the following as Additional Insureds:  
Board of Trustees of the Minnesota State Colleges and Universities  
St. Cloud State University

3. Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

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

In addition, the following coverages should be included:

4. Errors and Omissions (E & O) Insurance. The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay

resulting from any actual or alleged negligent act, error or omission related to the vendor's professional services required under this contract. The minimum insurance amounts will be:

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

Any deductible will be the sole responsibility of the vendor and may not exceed \$50,000 without the written approval of Minn State. If the vendor desires authority from Minn State to have a deductible in a higher amount, the vendor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that Minn State can ascertain the ability of the vendor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and vendor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by vendor to fulfill this requirement.

**Additional Insurance Conditions:**

- Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minn State with respect to any claim arising out of vendor's performance under this contract;
  - If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify Minn State within five (5) business days with a copy of the cancellation notice, unless vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minn State;
  - Vendor is responsible for payment of contract related insurance premiums and deductibles;
  - If vendor is self-insured, a Certificate of Self-Insurance must be attached;
  - Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
  - Vendor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
  - An Umbrella or Excess Liability insurance policy may be used to supplement the vendor's policy limits to satisfy the full policy limits required by the contract.
- C. St. Cloud State University reserves the right to immediately terminate the contract if the vendor is not in compliance with the 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 Minn 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 Minn 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 RFP 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 Minn State has completed negotiating the contract with the selected vendor. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

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

Minn 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 Minn State and St. Cloud State University.

The vendor shall recognize Minn 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, Minn 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. RFP Responses

### 4.1 Submission

Sealed proposals must be received at the following address not later than Monday, December 6, 2021 by 4:00 p.m. CST. Proposals will be opened at this time. Vendors are welcome to attend the opening but are not required.

Project:	RFP response for <b>Athletics Team Physicians/Sports Medicine Services</b>
Institution:	St. Cloud State University
Name:	Ted Mears
Title:	Director of Purchasing
Email:	<a href="mailto:ejmears@stcloudstate.edu">ejmears@stcloudstate.edu</a>

The responder must submit the response according: One response to the RFP in a pdf or docx format with all required forms. At this time we are not requiring Exhibit B to be notarized.

Proposals are to be delivered to [ejmears@stcloudstate.edu](mailto:ejmears@stcloudstate.edu) with the responder's name and **"RESPONSE TO RFP FOR Athletics Team Physicians/Sports Medicine Services"** within the subject line and within the body of the email. Proof of authority of the person signing must accompany the response. Minn State, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified as **"RESPONSE TO RFP Athletics Team Physicians/Sports Medicine Services."**

Proposals received after this date and time will be returned to the responder unopened.  
Faxed responses will not be considered.

## 4.2 Proposal Content

- a. Failure to submit proposals in accordance with the RFP requirements will be grounds for rejection.
- b. Respond in order to all of the items listed in Section II of the RFP and provide written point by point narrative responses to each of the proposal requirements.
- c. All required forms, tables, and attachments to this RFP must be completed in their entirety as applicable, in ink or typewritten/word-processed, signed and notarized where applicable and when practicable, 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 RFP 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 RFP. A vendor's failure to raise an issue related to the terms, conditions, specifications or manner of this RFP 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 RFP.
- 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.

- I. Vendor must indicate acknowledgement and acceptance of contract language. Any alterations made to the sample contract must be submitted with the RFP response and will be reviewed by Minn State prior to signing and executing the final contract.

### 4.3 Response Evaluation

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

Evaluation Criteria Categories	Evaluation Percentage
1. Ability to provide athletic team physician coverage as requested or required for home event coverage (men’s and women’s hockey) and for student-athlete injury evaluation in the University’s athletic training room facilities at least once a week while teams are in season.	25%
2. Description of work plan in narrative form of strategies for accomplishing the work, including but not limited to how the respondent proposes to conduct medical management of St. Cloud State University’s sports medicine services (team physicians and sports medicine coverage).	20%
3. Experience working with institutions of higher education in order to demonstrate ability to fulfill St. Cloud State University’s needs for sports medicine services, supplemental sports team physician coverage and in ultimately delivering a broader partnership in athletic health care through education, research, and service and leadership opportunities, including clinical experiences for graduate students in the University’s Master of Science in Athletic Training program.	10%
4. Detailed cost proposal for the services required. This should include specific information about how and when services will be billed. If any services will be provided at no charge, please provide specific details about how VIK was determined (value in-kind.) and any other expectations, financial or otherwise, that the respondent proposes for this relationship (i.e.-exclusivity of service, patient referrals, promotion of relationship, marketing considerations, etc.).	20%
5. The value of any investments the respondent proposes to make in St. Cloud State University through direct donations, marketing partnerships, sponsorship, or in-kind services. These can be delineated separately and then summed together as an aggregated total to demonstrate the respondent’s overall added value.	20%

<p>6. Other illustrated perceived benefits and opportunities for the relationship, such as through broader partnerships across the Athletic Department with coaches and student-athletes, and with academic departments offering bachelor/master's degree programs in Sports Medicine fields, or more broadly, Health and Bio Medical Sciences – including but not limited to Athletic Training, Exercise Science, Sport Management, Biological Sciences, pre-professional (Physical Therapy, Occupational Therapy, etc.), and others – in terms of education and training, clinical placements, research, and outreach.</p>	5%
TOTAL	100%



## EXHIBIT A – PROPOSAL OFFERING FORM

**ST. CLOUD STATE UNIVERSITY**  
REQUEST FOR PROPOSAL

**Athletics Team Physicians/Sports Medicine Services**  
**PROPOSAL OFFERING FORM**

In compliance with this Request for Proposal, 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: \_\_\_\_\_

## EXHIBIT B – AFFIDAVIT OF NON-COLLUSION

### STATE OF MINNESOTA AFFIDAVIT OF NON-COLLUSION

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the \_\_\_\_\_ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## EXHIBIT C – STATE OF MINNESOTA – AFFIRMATIVE ACTION CERTIFICATION

### **NOTICE TO CONTRACTORS AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE**

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

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

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$150.00 fee for each Certificate of Compliance issued. A business or firm must submit its affirmative action plan along with a cashier's check or money order in the amount of \$150.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, 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  
Phone: 651-593-1100 Toll Free: 800-657-3704

Fax: 651-296-9042

TTY: 651-296-1283

Web: [mn.gov/mdhr](http://mn.gov/mdhr)

Email: [compliance.mndh@state.mn.us](mailto:compliance.mndh@state.mn.us)

Affirmative Action Certification Page, Revised 6/11 – MDHR

## 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](mailto:compliance.MDHR@state.mn.us).)

### Equal Pay Certificate Application

- Required for companies that have employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months.
- We are in compliance with Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Minnesota Human Rights Act, and the Minnesota Equal Pay Act for Equal Work Law.
- The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors, within each of the major job categories in your EEO-1 report. If you are not required to file an EEO-1 report, taking into account mitigating factors, the average compensation for female employees is not consistently below the average compensation for male employees within your organization.
- We make hiring, retention and promotion decisions without regard to gender, nor do we limit employees based on gender to certain job classifications.
- We promptly correct wage and benefit disparities.
- We evaluate wages and benefits (annually) (two year period) (other, please specify) to ensure compliance with the above identified laws.
- In determining our employee compensation we use: (check below)
  - \_\_\_ Market pricing approach
  - \_\_\_ State prevailing wage or union contract requirements
  - \_\_\_ Performance pay system
  - \_\_\_ An internal analysis
  - \_\_\_ Other method (please specify) \_\_\_\_\_

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

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

---

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

---

Business Name \_\_\_\_\_ Business Address \_\_\_\_\_

## EXHIBIT E – VETERAN OWNED PREFERENCE FORM

### STATE OF MINNESOTA VETERAN-OWNED PREFERENCE FORM

In accordance with Minn. Stat. §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 Minn. Stat. §16C.19(d):

1. Principal place of business is in Minnesota.

**and**

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

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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.

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#### **Claim the Preference**

**By signing below I confirm that:**

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

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

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

## EXHIBIT F – COMMISSIONER’S PLAN

### STATE OF MINNESOTA MINNESOTA STATE COLLEGES AND UNIVERSITIES 2021 COMMISSIONER’S PLAN EXPENSE REIMBURSEMENT

TYPE OF EXPENSE	REIMBURSEMENT ALLOWANCE												
State-owned vehicle not available (full IRS rate)	56 cents per mile												
State-owned vehicle available but declined (IRS rate less 7.0 cents)	49 cents per mile												
Tolls and parking fees	Actual cost												
Commercial transportation (air, taxi, rental car, etc.) plus reasonable gratuities	Actual cost for mode and class of transportation authorized												
Specially equipped personal van – provides wheelchair access (IRS rate plus 9.0 cents)	66.5 cents per mile												
Motorcycle	No reimbursement applicable												
Personal aircraft	1.27 cents per mile												
Overnight lodging	Actual reasonable cost												
Laundry and/or dry-cleaning <u>after</u> one week in continuous travel status	Actual cost; not to exceed \$16.00 per week												
Work-related long distance telephone calls	Actual cost												
Personal telephone calls	Actual cost up to maximum number of nights away times \$3.00												
Special expenses (e.g. conference fees, banquet tickets)	Actual cost with <b>prior</b> approval												
Meals and/plus reasonable gratuities: <ul style="list-style-type: none"> <li>● Breakfast (in travel status overnight or leave home before 6:00 a.m.)</li> <li>● 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.)</li> </ul>	<p>Actual cost up to maximums</p> <table style="margin-left: 20px;"> <tr> <td>Breakfast</td> <td>\$9.00</td> </tr> <tr> <td>Lunch</td> <td>\$11.00</td> </tr> <tr> <td>Dinner</td> <td>\$16.00</td> </tr> </table> <p>Outside the contiguous 48 United States or in pre-designated/pre-identified metropolitan areas*</p> <table style="margin-left: 20px;"> <tr> <td>Breakfast</td> <td>\$11.00</td> </tr> <tr> <td>Lunch</td> <td>\$13.00</td> </tr> <tr> <td>Dinner</td> <td>\$20.00</td> </tr> </table> <p>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.</p>	Breakfast	\$9.00	Lunch	\$11.00	Dinner	\$16.00	Breakfast	\$11.00	Lunch	\$13.00	Dinner	\$20.00
Breakfast	\$9.00												
Lunch	\$11.00												
Dinner	\$16.00												
Breakfast	\$11.00												
Lunch	\$13.00												
Dinner	\$20.00												
Expenses that are not travel related (e.g., supplies, copy charges, fax charges)	Actual cost												



**\*Metropolitan Areas**

See listing on next page.

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

**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:

P.O. #:	VENDOR #:
CONTACT PERSON:	TELEPHONE NUMBER:

**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).

DATE	ALLOWABLE EXPENSES	PURPOSE	RATE	TOTAL
	# of Miles: _____ To: _____ From: _____		56 cents per mile	
	Parking Fees (non meter)*		Actual cost	
	Parking Meters/Tolls		Actual cost	
	Air Fare*		Actual cost	
	Taxi*		Actual cost	
	Rental Car*		Actual cost	
	Overnight Lodging*		Actual cost	
	Long Distance Call		Actual cost	
	Breakfast, if in travel status		Up to \$9.00**	
	Lunch, if in travel status		Up to \$11.00**	
	Dinner, if in travel status		Up to \$16.00**	
	Supplies*		Actual cost	
	Copy Charges*		Actual cost	
	Fax Charges*		Actual cost	
	Other*		Actual cost	
	TOTAL FOR THE DAY			

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)

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## EXHIBIT G – SAMPLE CONTRACT

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Contract Number:

P.O. Number: [[ PO Number ]]

### STATE OF MINNESOTA

### MINNESOTA STATE COLLEGES AND UNIVERSITIES

### ST. CLOUD STATE UNIVERSITY

## PROFESSIONAL/TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of St. Cloud State University (hereinafter MINNESOTA STATE), and [[ Name (Primary Second Party) ]], [[ Street Line 1 (Primary Second Party) ]], [[ City/Town (Primary Second Party) ]], [[ State/Province (Primary Second Party) ]], [[ Postal Code (Primary Second Party) ]], an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

WHEREAS, MINNESOTA STATE, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, MINNESOTA STATE is in need of professional/technical services, and

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

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 is effective on July 16, 2021 or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until July 15, 2026 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MINNESOTA STATE'S authorized representative.
2. **CONTRACTOR'S DUTIES. The CONTRACTOR will:** [[ Contractor's Duties ]]
3. **CONSIDERATION AND TERMS OF PAYMENT.**
  - a. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MINNESOTA STATE as follows:
    - i. Compensation of [[ Compensation Breakdown ]].
    - ii. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed [[ Reimbursement Amount ]] provided that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Employee Relations available at: [https://www.minnstate.edu/system/templates/docs/2021\\_CommissionersPlan\\_Reimbursement.pdf](https://www.minnstate.edu/system/templates/docs/2021_CommissionersPlan_Reimbursement.pdf), and incorporated herein. The CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from MINNESOTA STATE'S authorized representative.
    - iii. The **total obligation** of MINNESOTA STATE for all compensation and reimbursement to the CONTRACTOR shall not exceed [[ Total Obligation ]].
  - b. Terms of Payment.
    - i. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE'S authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or

performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

1. [[ Payment Schedule ]]

- ii. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, MINNESOTA STATE is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MINNESOTA STATE will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MINNESOTA STATE makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MINNESOTA STATE does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MINNESOTA STATE harmless for any taxes owed and any interest or penalties assessed.

4. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

- a. MINNESOTA STATE'S authorized representative for the purpose of administration of this contract is:

Name: [[ Contact Name (\* St. Cloud State University) ]]

Address: 720 4th Avenue S, St Cloud, Minnesota, 56301-4498

Telephone: [[ Contact Phone Number (\* St. Cloud State University) ]]

E-Mail: [[ Contact E-mail (\* St. Cloud State University) ]]

Fax: [[ Fax Number (\* St. Cloud State University) ]]

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause 3, paragraph b.

- b. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: [[ Contact Name (Primary Second Party Contact) ]]

Address: [[ Street Line 1 (Primary Second Party) ]], [[ City/Town (Primary Second Party) ]], [[ State/Province (Primary Second Party) ]], [[ Postal Code (Primary Second Party) ]]

Telephone: [[ Contact Phone Number (Primary Second Party Contact) ]]

E-Mail: [[ Contact E-mail (Primary Second Party Contact) ]]

Fax: [[ Fax Number (Primary Second Party) ]]

5. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. MINNESOTA STATE may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MINNESOTA STATE receiving notice that sufficient funding is not available. MINNESOTA STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MINNESOTA STATE will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MINNESOTA STATE.

7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MINNESOTA STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MINNESOTA STATE'S failure to fulfill its obligations pursuant to this contract.

8. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MINNESOTA STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MINNESOTA STATE'S obligation or responsibility.

9. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify MINNESOTA STATE as the sponsoring agency and shall not be released prior to receiving the approval of MINNESOTA STATE'S authorized representative.

10. **MINNESOTA STATUTES §181.59.** The Contractor will comply with the provisions of Minnesota Statutes §181.59 which require:

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

11. **DATA DISCLOSURE.**

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

12. **GOVERNMENT DATA PRACTICES ACT.**

- a. Data Ownership and Control. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MINNESOTA STATE. MINNESOTA STATE solely and

exclusively owns and retains all right, title, and interest, whether express or implied in and to its data. For purposes of this section "MINNESOTA STATE data" has the meaning of "government data" in Minn. Stat. §13.02, subd. 7. CONTRACTOR has no and acquires no right, title, or interest, whether expressed or implied, in and to MINNESOTA STATE data.

- b. Public Data Requests. In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.
- c. Not-Public Data. The CONTRACTOR acknowledges that the Contract may allow it to access private data, including but not limited to "educational data" as defined at Minnesota Statutes § 13.32; "not public data" as defined at Minnesota Statutes § 13.02, subd. 8a; and "nonpublic data" as defined at Minnesota Statutes § 13.02, subd. 9. CONTRACTOR is responsible for maintaining the confidentiality, security, and protection of MINNESOTA STATE data related to the Contract. The CONTRACTOR further acknowledges that for the purposes of this Contract it will be designated as a "school official" with "legitimate educational interests" in MINNESOTA STATE data, as those terms have been defined under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, and the CONTRACTOR agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. The CONTRACTOR will use MINNESOTA STATE data only for the purpose of fulfilling its duties under this Contract, and will not monitor or share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by MINNESOTA STATE. CONTRACTOR will not access MINNESOTA STATE user accounts except to respond to service or technical problems or at MINNESOTA STATE'S specific request. The CONTRACTOR agrees that no MINNESOTA STATE data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by MINNESOTA STATE contract administrator or delegate. CONTRACTOR must ensure that any contractors, subcontractors, agents and others to whom it provides MINNESOTA STATE data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to CONTRACTOR with respect to such data.
- d. Security Incidents. If CONTRACTOR becomes aware of a privacy or security incident regarding any MINNESOTA STATE data, CONTRACTOR will immediately report the event to MINNESOTA STATE and MINNESOTA STATE'S Chief Information Security Officer. The decision to notify and the actual notifications to MINNESOTA STATE'S data subjects affected by the security or privacy incident is the responsibility of MINNESOTA STATE. Notwithstanding anything to the contrary in this Contract, the CONTRACTOR shall indemnify, hold harmless and defend MINNESOTA STATE and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy or security incident involving any MINNESOTA STATE data. CONTRACTOR shall reasonably mitigate any harmful effects resulting from any privacy or security incident involving any MINNESOTA STATE data. For purposes of this sub-section, "security incident" means the successful unauthorized access, use, disclosure, modification or destruction of data or interference with system operations in an information system. For purposes of this sub-



section, "privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) and/or federal privacy requirements in federal laws, rules and regulations. This includes, but is not limited to, improper or unauthorized use or disclosure of not public data, improper or unauthorized access to or alteration of public data, and incidents in which the confidentiality of the data maintained by CONTRACTOR has been breached. For purposes of this section, "not public data" has the meaning in Minnesota Statutes section 13.02, subdivision 8a.

- e. Security Program. CONTRACTOR must make all commercially reasonable efforts to protect and secure MINNESOTA STATE data related to this Contract. CONTRACTOR will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all cloud computing or hosting services ("Policy"). CONTRACTOR's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT"). These measures will be extended by contract to all subcontractors used by MINNESOTA STATE. For purposes of this section, "cloud computing" has the meaning defined by the U.S. Department of Commerce, NIST Special Publication 800-145, currently available online at: <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>. CONTRACTOR will make its Policy available to Minnesota State on a confidential, need-to-know basis, along with other related information reasonably requested by MINNESOTA STATE regarding CONTRACTOR's security practices and policies. Unless inconsistent with applicable laws, CONTRACTOR and MINNESOTA STATE must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minnesota Statutes §13.37.
- f. Secure Coding. All source code will be scanned for vulnerabilities when changes are made and all medium, high, and critical vulnerabilities remediated and scanned again before being placed in to production. CONTRACTOR must follow best practices for application code review and the OWASP top 10. Upon request from MINNESOTA STATE, vendor will provide summary results of most recent scans.
- g. Data Transmission. CONTRACTOR agrees that any and all electronic transmission or exchange of system and application data with MINNESOTA STATE and/or any other parties expressly designated MINNESOTA STATE shall take place a secure connection protocol (using HTTPS or SFTP or equivalent).
- h. Security Audits & Remediation. CONTRACTOR will audit the security of the systems and processes used to provide the Service, including those of any data centers or third parties used by CONTRACTOR to provide the Service. This security audit: (1) will be performed at least once every calendar year beginning with 2016; (2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001/27002, or FedRAMP; (3) will be performed by third party security professionals at

CONTRACTOR's election and expense; (4) will result in the generation of an audit report ("Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act; and (5) may be performed for other purposes in addition to satisfying this section. Upon MINNESOTA STATE'S reasonable, advance written request, CONTRACTOR will provide to MINNESOTA STATE a copy of the Audit Report. CONTRACTOR will make best efforts to remediate any control deficiencies identified in the Audit Report in a commercially reasonable timeframe. If MINNESOTA STATE becomes aware of any other CONTRACTOR controls that do not substantially meet MINNESOTA STATE'S requirements, MINNESOTA STATE may request remediation from CONTRACTOR. CONTRACTOR will make best efforts to remediate any control deficiencies identified by MINNESOTA STATE or known by CONTRACTOR, in a commercially reasonable timeframe.

- i. End of Agreement Data Handling. All MINNESOTA STATE data shall be remitted, in a mutually agreeable format and media, to MINNESOTA STATE by the CONTRACTOR upon request or upon completion, termination or cancellation of this Contract. The foregoing sentence does not apply if MINNESOTA STATE'S Chief Information Security Officer or delegate authorizes in writing the CONTRACTOR to sanitize and/or destroy the data and the CONTRACTOR certifies in writing the sanitization and/or destruction of the data. Ninety days following any remittance of MINNESOTA STATE data to MINNESOTA STATE, CONTRACTOR shall, unless otherwise instructed by MINNESOTA STATE in writing, sanitize and/or destroy any remaining data and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the CONTRACTOR's sole cost and expense.

[HIPAA LANGUAGE INSERTED HERE PRIORO TO CONTRACT EXECUTION IF REQUIRED.]

### **13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

- a. MINNESOTA STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of MINNESOTA STATE, execute all papers and perform all other acts necessary to assist MINNESOTA STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to Minnesota

State by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of MINNESOTA STATE'S authorized representative.

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

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

14. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
15. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
17. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MINNESOTA STATE and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

18. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

19. **FORCE MAJEURE.** No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

20. **INSURANCE.**

a. CONTRACTOR shall submit an ACORD Certificate of Insurance to MINNESOTA STATE'S authorized representative prior to execution of the contract.

b. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:

i. Workers' Compensation Insurance. CONTRACTOR must 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 contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

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

In addition, the following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage  
Personal Injury and Advertising Injury  
Products and Completed Operations Liability  
Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent  
Pollution Exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent  
Independent Contractors (let or sublet work)

Waiver of Subrogation in favor of MINNESOTA STATE

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 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 coverages should be included:

Owned, Hired, and Non-owned

c. Additional Insurance Conditions:

- i. CONTRACTOR'S policy(ies) shall be primary insurance to any other valid and collectible insurance available to MINNESOTA STATE with respect to any claim arising out of CONTRACTOR'S performance under this Contract:
- ii. If CONTRACTOR receives a cancellation notice from an insurance carrier affording coverage herein, CONTRACTOR agrees to notify MINNESOTA STATE within five (5) business days with a copy of the cancellation notice unless CONTRACTOR'S policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MINNESOTA STATE.
- iii. CONTRACTOR is responsible for payment of Contract related insurance premiums and deductibles;
- iv. CONTRACTOR'S policy(ies) shall include legal defense fees in addition to its liability policy limits;
- v. 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 Contract.

vi. 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 Contract.

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

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

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

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

e. MINNESOTA STATE reserves the right to immediately terminate the contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by MINNESOTA STATE and copies of policies must be submitted to MINNESOTA STATE'S authorized representative upon written request.

21. **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.** MINNESOTA STATE intends to carry out its responsibility for requiring affirmative action by its CONTRACTORS.

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

b. Minnesota Statutes §363A.36. Minnesota Statutes §363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law

addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

- c. Minnesota R. 5000.3400-5000.3600.
  - i. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statutes §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
  - ii. Disabled Workers. The CONTRACTOR must comply with the following affirmative action requirements for disabled workers.
    - 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 Statutes §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 Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- iii. Consequences. The consequences for the CONTRACTOR'S failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or MINNESOTA STATE.
- iv. Certification. The CONTRACTOR hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

**22. EQUAL PAY CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$500,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRIMARY PLACE OF BUSINESS.** MINNESOTA STATE intends to carry out its responsibility for requiring equal pay by its CONTRACTORS.

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



23. **ENTIRE AGREEMENT.** This Contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This Contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.
24. **COVID-19 VACCINATION/TESTING REQUIREMENTS.** Applicability. This section applies to vendors, contractors, or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with Minnesota State employees, students, or members of the public; and outdoor with substantial an/or regular in-person, non-socially distanced with Minnesota State employees, students, or members of the public (“Covered Individuals”).
- a. Requirements. In accordance with HR/LR Policy #1446 Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.
  - b. Compliance. Vendor or Contractor is responsible for the following:
    - i. Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;
    - ii. Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;
    - iii. Monitoring test results and ensuring that Covered Individuals with positive test results do not access Minnesota State workplace to perform contractual services until the Covered Individual has been medically cleared; and
    - iv. Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in the requirements above.
  - c. Reporting. Upon request, Vendors shall provide Minnesota State with documentation demonstrating compliance with these requirements. Vendors shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

25. **OTHER PROVISIONS.** None

The rest of this page intentionally left blank. Signature page to follow.

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

**1. CONTRACTOR: [[ Name (Primary Second Party) ]]**

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

**2. VERIFIED AS TO ENCUMBRANCE:**

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

By (authorized signature and printed name)
Title
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES:  
ST. CLOUD STATE UNIVERSITY**

By (authorized signature and printed name)
Title
Date

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

By (authorized signature and printed name)
Title
Date