ST. CLOUD STATE
UNIVERSITY

EDUCATION FOR LIFE.

REQUEST FOR PROPOSAL

SCSU Men's & Women's Division I Hockey Equipment Supply and Sponsorship Agreement

ST. CLOUD STATE UNIVERSITY
720 4TH AVENUE SOUTH
ST. CLOUD, MN 56301-4498

ST. CLOUD STATE UNIVERSITY
REQUEST FOR PROPOSAL
SCSU Men's & Women's Division I Hockey Equipment
Supply and Sponsorship Agreement

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Attachment

MINN STATE SERVICES CONTRACT (sample)

ST. CLOUD STATE UNIVERSITY

REQUEST FOR PROPOSAL

Notice is hereby given that Offers will be received by the Purchasing Director, St. Cloud State University, until **3:00 P.M.** on **February 27, 2019** for the purpose of **SCSU Men's & Women's Division I Hockey Equipment Supply and Sponsorship Agreement.**

St. Cloud State University
Lisa Sparks, Director of Purchasing
Business Services -AS 123
720 Fourth Avenue South
St. Cloud, Minnesota 56301-4498

Specifications and Request for Proposal forms may be obtained from
www.stcloudstate.edu/businessservices/purchasing/bids.aspx.

Offers are to be submitted in a sealed envelope addressed to the Purchasing Director at the above address and clearly marked in the lower left corner of the envelope, "**SCSU Men' & Women's Division I Hockey Equipment Supply and Sponsorship Agreement**" St. Cloud State University reserves the right to reject any and all Offers and to waive any informalities contained in such Offers.

Dated at St. Cloud, Minnesota, this **2/06/2019.**

_____
Lisa Sparks
Director of Purchasing

ST. CLOUD STATE UNIVERSITY

REQUEST FOR PROPOSAL

PROPOSAL INSTRUCTIONS: Page 1 of 3

DATE: **February 6, 2019**

TITLE: **SCSU Men's & Women's Division I Hockey Equipment Supply and Sponsorship Agreement**

ISSUING AGENCY: St. Cloud State University
720 Fourth Avenue South
St. Cloud, Minnesota 56301-4498

PROPOSAL INSTRUCTIONS: Proposals will be received and registered until **3:00 P.M. on February 27, 2019** for furnishing the equipment and services described herein. Proposals received after this time and date will be rejected and returned unopened. Proposals may be delivered in person or by U.S. mail or other couriers. Faxed proposals are not acceptable. Proposals must be submitted with the envelope plainly marked in the lower left corner: "**SCSU Men's & Women's Division I Hockey Equipment Supply and Sponsorship Agreement**."

PROPOSAL ACCEPTANCE PERIOD: This proposal shall be binding upon the Offeror for 180 calendar days following the proposal acceptance review date. Any proposal in which the Offeror shortens the acceptance period may be rejected. Proposals will be on file and open to public inspection for 30 days after award determination. All terms and specifications included in or appended to this solicitation apply to any subsequent award.

Complete and return the Proposal Offering Form with the Proposal to:

St. Cloud State University
Lisa Sparks, Director of Purchasing
Business Services - AS 123
720 Fourth Avenue South
St. Cloud, MN 56301-4498

All forms and attachments must be filled out in ink, typewritten, or word-processed.

All inquiries for information are to be directed to:

Lisa Sparks, Director of Purchasing
St. Cloud State University
720 Fourth Avenue South
St. Cloud, Minnesota 56301-4498
Phone: (320) 308-4788
E-mail: Lksparks@stcloudstate.edu

Other department personnel are NOT allowed to discuss the Request for Proposal with anyone, including responders, before the proposal submission deadline.

REVISIONS TO THE REQUEST FOR PROPOSAL: In the event it becomes necessary to revise any part of this Request for Proposal, revisions will be provided in the form of an addenda on the web link www.stcloudstate.edu/businessservices/purchasing/bids.aspx where the initial Request For Proposal is housed. The University reserves the right to extend the deadline for receipt of proposals if necessary.

WITHDRAWAL OF PROPOSAL: Proposals may be withdrawn in writing and submitted by facsimile, mail, or hand delivery from the Vendor prior to the deadline for receipt of proposals. No oral withdrawals will be accepted.

ST. CLOUD STATE UNIVERSITY

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PROPOSAL INSTRUCTIONS: Page 3 of 3

REQUIREMENTS FOR SUBMITTING A PROPOSAL: Proposals should be as thorough and detailed as possible so that the University may properly evaluate the Offeror's capability to provide the required services. The vendor must clearly state in the proposal any exceptions to or deviations from the specifications or terms and conditions. All costs associated with the purchase of the equipment proposed must be made explicit in the vendor's response. Any costs incurred by the successful vendor in the completion of any award issued on the basis of this proposal, but not explicitly stated in the vendors response, shall not be payable. Please submit (1) one original and (2) two copies of the proposal. Offerors are required to submit the following items or information but are not limited solely to these items:

- Request for Proposal Offering Form signed and completed as specified.
- Specific list of equipment
- Respond in order to all of the items listed in Section 4 and provide written point by point narrative responses to each of the proposal requirements.
- State of Minnesota - Affirmative Action Certification signed and completed as specified.
- Equal Pay Certificate of Compliance signed and completed as specified.
- Affidavit of Non-Collusion signed and completed as specified.
- Acknowledgment of acceptance of contract language.

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time 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**

1. 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 and time 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). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **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 Services Section

Mail:	190 East 5th St., Suite 700 St. Paul, MN 55101	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283

EQUAL PAY CERTIFICATION OF COMPLIANCE: REQUIRED FOR BIDS SUBMITTED IN EXCESS OF $500,000.00

1. Have you employed more than 40 full-time employees within Minnesota or state where business has its primary place of business on a single working day during the previous 12 months?

   ____ YES ____ NO

   If your answer is "Yes", your bid will be rejected unless your firm or business has an Equal Pay Certificate of Compliance issued by Minnesota Department of Human Rights at the time the bids are due.

2. Please check one of the following statements:

   YES ____ we have a current Equal Pay Certificate of Compliance that has been issued by Minnesota Department of Human Rights. (Include a copy of your certificate with your bid.)

   NO ____ I certify that our firm is exempt and we have not employed more than 40 full-time employees on a single working day in one state during the previous 12 months.

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: _____

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SCSU Men's & Women's Division I Hockey Equipment
Supply and Sponsorship Agreement

AFFIDAVIT OF NON-COLLUSION

Proposals will be received until February 27, 2019

Definition: For ease of reference, each organization submitting a response to this Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose Proposal would result in a formal agreement will hereinafter be referred to as a "Contractor."

The prospective Offeror must sign the Affidavit and provide the information required of Offerors as outlined in the pages, which follow:

AFFIDAVIT OF NON-COLLUSION:

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

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

2. That the attached Offer or Offers have been arrived at by the Offeror independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Request for Proposal designed to limit independent offers or competition;

3. That the contents of the Offer or Offers have not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the Offer or Offers and will not be communicated to any such person prior to the official opening of the Offer or Offers, and;

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

Subscribed and sworn to me this _____
day of _____, 20___.

Notary Public

My commission expires _____, 20_____.

_____
Signature

_____
Firm Name

_____
Date

\

ST. CLOUD STATE UNIVERSITY

REQUEST FOR PROPOSAL

SCSU Men's & Women's Division I Hockey Equipment
Supply and Sponsorship Agreement

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 as mutually agreed upon by subsequent negotiation.

Name of Firm: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____ (please include area code)

Federal ID _____

State ID _____

Name: _____

Signature: _____

Title: _____

Date: _____

ST. CLOUD STATE UNIVERSITY

REQUEST FOR PROPOSAL
SCSU Men's & Women's Division I Hockey Equipment
Supply and Sponsorship Agreement

Section 1 GENERAL INFORMATION

1.1 SCOPE OF SERVICE

St. Cloud State University is soliciting proposals from qualified vendors to provide hockey equipment and sponsorship for the men's and women's hockey teams that will adequately meet the needs of the University while promoting the greatest extent of competition that is practicable.

The purpose of this solicitation is to obtain specific proposals from potential vendors to include how they price products / hockey equipment, provide discount incentives (if any), apply usage requirements, provide promotional considerations, and any other details the vendor deems relevant pertaining to a possible product and sponsorship arrangement between the vendor SCSU Hockey.

1.2 GENERAL INFORMATION

St. Cloud State University is a member of the Minnesota State Colleges and Universities (MnSCU) System. MnSCU is the largest single provider of higher education in the state of Minnesota and the fifth largest system of colleges and universities in the United States. The system includes 31 institutions (24 technical and community colleges and seven state universities) spanning 54 campuses across 47 Minnesota communities serving more than 430,000 students annually.

St. Cloud State University is a comprehensive higher education institution located in the city of St. Cloud, Minnesota. St. Cloud is located 70 miles northwest of Minneapolis along the Mississippi River. St. Cloud State University was founded in 1869 and is a community of 16,000 students. The campus consists of eight schools and colleges.

St. Cloud State has a huge menu of intercollegiate, intramural and wellness offerings. Huskies Athletics is home to NCAA Division I and II teams with rich traditions of success. Our student-athletes, coaches and facilities have helped the Huskies rank among the best NCAA programs in the region.

Women's and men's hockey teams compete at the NCAA Division I level. Men are in the National Collegiate Hockey Conference. Women are in the Western Collegiate Hockey Conference. The teams skate in the Herb Brooks National Hockey Center. Fifteen teams compete in the Northern Sun Intercollegiate Conference, arguably the nation's best NCAA Division II conference.

1.3 ISSUING OFFICE

The SCSU Purchasing Department is issuing this Request For Proposal (RFP) on behalf of SCSU Athletics. The SCSU Purchasing Department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP, and is the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP. All communications, including any requests for clarification, concerning this RFP shall be addressed no later than **February 11, 2019** in writing or fax to:

St. Cloud State University
Business Services - AS 123
720 4th Ave. S.
St. Cloud, MN 56301

Reference : **SCSU Men's & Women's Division I Hockey Equipment Supply and Sponsorship Agreement**

Purchasing Contact: Lisa Sparks (320) 308-4788
Purchasing Fax: (320) 308-4175
E-mail: lksparks@stcloudstate.edu

1.4 SELECTION AND IMPLEMENTATION TIMELINE

Day/Date/Time	Timeline Subject
February 6, 2019	Publish RFP
February 11, 2019	Deadline for Questions submitted on web site
February 13, 2019	Answers posted on web site
February 27, 2019	Deadline for RFP proposals
Mid-March	Complete selection process
March 29, 2019	Approximate deadline for executing contract

1.5 SELECTION PROCESS

The selection process includes the University's Athletic Director, Associate Athletic Director for Finance and Operations and the Head Men's and Head Women's Ice Hockey Coach and the Hockey Equipment Manager. This group will evaluate the proposals and make the final decision.

1.6 RESPONSE EVALUATION

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

Evaluation Criteria Categories	Evaluation percentage
1. Ability to provide equipment that matches player/coach/team preferences and specifications.	35%
2. Perceived equipment quality.	20%
3. Cost.	15%
4. Qualifications of the vendor and their personnel-references citing background experiences and similar working relationships.	10%
5. Ability to provide equipment in timely manner/reputation for customer service.	10%
6. Consistency of the proposed solutions to St. Cloud State University's present and future needs.	10%
TOTAL	100%

Section 2 TERMS AND CONDITIONS

2.1 PROPOSAL EVALUATION AND AWARD

The award shall be made in the best interest of the University. This Request for Proposal is not subject to any competitive bidding requirements of Minnesota law. The University reserves the right to accept other than the most financially advantageous proposal. The University reserves the right to accept or reject any and all proposals, to waive any informality in proposals, and unless otherwise specified in writing by the Offeror, to accept any items in any proposal. The University may require oral presentation of one or more Offerors for the purpose of discussion and negotiation. The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

2.2 APPLICABLE LAW

This contract shall be governed and interpreted by the laws of the State of Minnesota.

2.3 PARTIES TO THE CONTRACT

The Contract shall be between St. Cloud State University, an agency of Minnesota State Colleges and Universities, and the successful Offeror known as the "Contractor" 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 "Contract Liaison".

2.4 CONTRACT COMMENCEMENT

It is the intention of the University to commence the resulting Contract on **July 1, 2019.**

2.5 PRICING

All prices quoted should be F.O.B. delivered, set-in-place, installed, and include operator and service technician training.

2.6 DEBRIS REMOVAL

Vendor is responsible for removal of all debris from the SCSU campus. Use of SCSU dumpsters is strictly prohibited. Inspection will be made after completion of work to ensure that project area is left clean.

2.7 NON-DISCRIMINATION

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

2.8 STATE AUDIT

The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

2.9 AFFIRMATIVE ACTION

Contracts that are one hundred thousand dollars ($100,000.00) or more require a Certificate of Compliance from the State of Minnesota Department of Human Rights.

Effective July 1, 2003 – The Minnesota Department of Human Rights is authorized to charge a $75.00 fee for each Certificate of Compliance issued. You may submit your affirmative action plan along with a cashier's check or money order in the amount of $75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at: Contract Compliance Unit, Minnesota Department of Human Rights, Sibley Square at Mears Park, 190 East 5th Street, Suite 700, St. Paul, MN 55101, Phone 651-296-5662, TTY 651-296-1283, Toll Free 800-657-3704.

2.10 EQUAL PAY CERTIFICATE OF COMPLIANCE

IF TOTAL FEES ARE ANTICIPATED TO EXCEED $500,000, INCLUDING EXTENSION OPTIONS, INCLUDE EQUAL PAY CERTIFICATE PROVISION BELOW.

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 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

2.11 LICENSES

The successful Contractor(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

2.12 SUPERVISION AND INSPECTION

The University will reserve the right to request the removal of any Contractor(s) employee from the performance of the contract if in the judgment of the University, such removal shall be necessary in order to protect the interests of the University.

2.13 AMENDMENTS

The Contract shall not be varied except by an instrument in writing executed subsequently to the execution of the Contract by both parties.

2.14 CONTRACT TERMINATION

The University may terminate with or without cause the Contract by giving the other not less than thirty (30) days written notice of the intention to terminate as of the specified date. 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.

2.15 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 non-observance 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.

2.16 LAWS TO BE OBSERVED

The Contractor shall observe, perform and comply with or require compliance with all governmental laws, ordinances, rules and regulations of the United States and the State of Minnesota, the Minnesota State Colleges and Universities, or any department thereof, which in any manner may affect the providing of services required as outlined in this Request for Proposal.

2.17 LIENS

The Contractor shall not commit or suffer any act of neglect whereby the University premises shall become subject to any attachment, lien, or encumbrance whatsoever, except as hereinafter provided, and shall indemnify and hold harmless the University from and against all attachments, liens, charges, and encumbrances and all expenses relating therefrom.

2.18 REIMBURSEMENT OF COSTS

Each Vendor submitting a proposal is responsible for all costs associated with preparing and submitting a complete proposal response, including costs that may be incurred in providing SCSU with additional information. SCSU is under no obligation to reimburse the Vendor for any proposal costs or incur any costs on Vendor's behalf.

2.19 VENDOR SELECTION

The selection of a Vendor and the accompanying award of a contract, should either occur, is at the discretion of SCSU. Implementation of the services covered by executed contracts by any MnSCU campus other than SCSU will be at the sole discretion of those MnSCU campuses, and may require modifying addenda applicable solely to those campuses.

2.20 DISPOSITION OF RESPONSES

All materials submitted in response to this RFP will become property of MnSCU and will become public record after the evaluation process is completed and an award decision made. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn, Stat. 13.37, the Responder must:

- Clearly mark 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, and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, 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 that State’s award of the contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of MnSCU.

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

Responses to this RFP will not be open for public review until MnSCU decides to pursue a contract and that contract is awarded.

2.21 TARGETED/ECONOMICALLY DISADVANTAGED BUSINESS & INDIVIDUALS

In accordance with Minnesota Rules 1230.1810, subpart B and Minnesota Rules 1230.1830, certified Targeted Group Businesses or individuals submitted proposals as prime contractors will receive up to six percent preference on the evaluation of their proposals. For information regarding certification, contact the Department of Administration, Materials Management Helpline at (651) 296-2600, TTY (651) 282-5799.

2.22 INSURANCE

1. **Workers' Compensation Insurance:**
   A. Statutory Compensation Coverage
   B. Coverage B Employers Liability with limits of not less than:
      - $100,000 Bodily Injury by Disease per Employee
      - $500,000 Bodily Injury by Disease Aggregate
      - $100,000 Bodily Injury by Accident
2. **Automobile Liability Insurance**
   A. Minimum Limits of Liability:
      - $2,000,000 Per Occurrence - Bodily Injury and Property Damage Combined Single Limit
   B. Coverages:
      - Owned Automobile, if any
      - Non-owned Automobile
      - Hired Automobile
3. **General Liability Insurance**
   A. Minimum Limits of Liability:
      - $2,000,000 - Per Occurrence
      - $2,000,000 - Annual Aggregate
      - $2,000,000 - Annual Aggregate applying to Products/Completed Operations
   B. Coverages:
      - Premises and Operations Bodily Injury and Property Damage
      - Personal & Advertising Injury
      - Blanket Contractual
      - Products and Completed Operations
      - Other: Please List_____

Named as Additional Insured: The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include St. Cloud State University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents (if applicable) shall be named as Additional Insureds. The Additional Insured coverage is limited to insured claims arising out of the Contractor’s negligence or the negligence of those for whom the Contractor is responsible, excluding coverage for the Additional Insureds’ separate or independent negligence.

Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the Owner and all Insured Parties with respect to any claim arising out of this contract. The Contractor will provide Owner and all Insured Parties with thirty (30) days advance written notice of cancellations, non-renewals or reduction in limits or coverage or other material change.Contractor is responsible for payment of insurance deductibles. If Contractor is self-insured, a Certification of Self-Insurance must be attached.

4. **Professional Liability/Miscellaneous Liability Insurance** (Only necessary if there is a professional liability exposure)
   Coverage for negligent acts, errors or omissions arising out of the performance of professional services included in the contract.
   A. Minimum Limits of Liability:
      - $2,000,000 - Per Occurrence
      - $2,000,000 - Annual Aggregate
   B. Any deductible will be the sole responsibility of the Contractor and may not exceed $50,000 without the approval of the State.
   C. The retroactive or prior acts date of such coverage shall not be after the effective date of this contract.
   D. The Contractor 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 Contractor to fulfill this requirement.
5. **Additional Insurance Conditions**
   A. Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the contractor's performance under this contract.
   B. Contractor's policy(ies) will provide the State of Minnesota with thirty (30) days advance written notice of cancellation.
   C. Contractor is responsible for payment of contract related insurance premiums and deductibles.
   D. If Contractor is self-insured, a Certification of Self-Insurance must be attached.
   E. Contractor's policy(ies) shall include legal defense fees in addition to the liability policy limits, with the exception of 4. above.
   F. Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
   G. 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.

Links:
Risk Management (See "General Insurance Requirements for State Contractors" link on this page for current state requirements)
Sample Certificate of Insurance form (PDF)

Section 3 CONTRACT TERMS

3.1 TERMS AND CONDITIONS

The terms and conditions of the Contract will not be changed without prior written consent of both parties. The University reserves the right to obtain services from an alternate contractor should Contractor not be able to provide services when needed.

3.2 CONTRACT DOCUMENTS

It is mutually agreed by and between the State and the Contractor that the University's acceptance of the Contractor's offer by the issuance of MnSCU Services Contract. The Contract entered into by the parties may consist of the Request for Proposal, the signed Proposal submitted by the Contractor, the Standard Contract Form, the General Terms and Conditions, Special Terms and Conditions, and Specifications including all modifications thereof, all of which shall be referred collectively as the Contract Documents. All other communication between the parties, whether oral or written, with reference to the subject matter of this Contract is void and superseded.

3.3 CONTRACT TERM

The contract will be for a period of four (4) years. The Contract may be renewed for one additional year under mutual written approval. Total contract will not exceed $1,000,000 for the term.

3.4 CONTRACT ASSIGNMENT

Neither this Contract nor any part hereof shall be assigned, sublet or transferred directly or indirectly without the written consent of the University.

3.5 CONTRACT LIAISON

For purposes of this Contract, the University liaison shall be:

Rick Hinz, Associate Athletic Director for Finance & Operations
St. Cloud State University
Phone: (320) 308-4924

Section 4 SPECIFICATIONS AND REQUIREMENTS

4.1 ROLE OF THE VENDOR

Provide a written proposal outlining potential equipment supply and sponsorship agreement details involving a possible partnership with SCSU Hockey and vendor. To include, but not limited to, how they price products / hockey equipment, provide discount incentives (if any), apply usage requirements, provide promotional considerations, and any other details the vendor deems relevant pertaining to a possible product and sponsorship arrangement between the vendor and SCSU Hockey.

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

4.1.1 Ability to meet negotiated delivery timeline
4.1.2 Ability to provide equipment that matches player/coach/team preferences consistently year-over-year
4.1.3 Cost, including free product each year of agreement as well as product discount(s)
4.1.4 Ability to meet quality standards, especially on customized orders
4.1.5 Performance incentives
4.1.6 Levels of sponsorship commitments
4.1.7 Level of customer service
4.1.8 Openness to annual opt-out clause
4.1.9 Ability to agree between both parties on level of exclusivity on all products but specifically skates and sticks

ATTACHMENT

P.O. Number_____

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

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]

SERVICES CONTRACT

[NOT BUILDING CONSTRUCTION]

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

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

WHEREAS, MINNESOTA STATE is in need of services that are not related to building or facilities construction, repair, maintenance or remodeling, and

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

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

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

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

NOW, THEREFORE, it is agreed:

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

2. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:

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

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

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

a. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MINNESOTA STATE as follows:

i. Compensation of *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g, Fifty and 00/100 Dollars ($50.00) for eighty (80) hours)]*

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

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

2. **Retainage.** No more than 90% of the amount due will be paid by MINNESOTA STATE until all the services in this contract have been reviewed by MINNESOTA STATE's authorized representative. The balance due will be paid when MINNESOTA STATE's authorized representative determines that CONTRACTOR has satisfactorily fulfilled all the terms of this contract.

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:
      Address:
      Telephone:
      E-Mail:
      Fax:

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

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

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

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 or 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. **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.

10. **DATA DISCLOSURE.**

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

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

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

    In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

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

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

    If such a claim or action arises, or in the CONTRACTOR'S or 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.

13. **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.

14. **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.

15. **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.

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

17. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: 7. Liability; 10. Data Disclosure; 11. Government Data Practices Act; 12. Intellectual Property; 13. Jurisdiction and Venue; and 15. State Audits.

18. **INSURANCE.**

[THE INSURANCE REQUIREMENTS BELOW GENERALLY REPRESENTED THE MINIMUMS. DEPENDING UPON THE TYPE OF WORK AND THE RISK INVOLVED, OTHER TYPES OF INSURANCE MAY BE NECESSARY (E.G.-CYBER INSURANCE). CONTACT THE MINNESOTA STATE DIRECTOR OF RISK MANAGEMENT, 651-201-1778, OR DEPARTMENT OF ADMINISTRATION'S RISK MANAGEMENT OFFICE, 651-201-2591, WITH ANY QUESTIONS YOU MAY HAVE.]

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:

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

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

[*Generally, Errors & Omissions Insurance is required if the services provided are professional in nature (accounting, architect, etc…) Contact Risk Management if you have questions as to*

whether E & O Insurance is necessary. If applicable, insert the following, otherwise delete this clause and renumber.]

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

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

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

e. MINNESOTA STATE reserves the right to immediately terminate 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.

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

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

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 Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the CONTRACTOR does not have a Certificate of Compliance, said CONTRACTOR must certify that it is in compliance with federal affirmative action requirements.

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

c. Minnesota R. 5000.3400-5000.3600.

i. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation

of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

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

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

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

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

5. The CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

iii. Consequences. The consequences for the CONTRACTOR'S failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or 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.

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

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

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.

21. **OTHER PROVISIONS.**

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

[ATTACH ADDITIONAL PAGE(S) IF NECESSARY. IF ADDING OTHER PROVISIONS OR ATTACHMENTS THAT IMPACT OR CONFLICT WITH WHAT IS STATED IN THE CONTRACT, SEEK ASSISTANCE FROM SYSTEM LEGAL COUNSEL.]

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

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

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

APPROVED:

1. CONTRACTOR:

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

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

By (authorized signature and printed name)
Title
Date

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

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date