

MINNESOTA STATE COLLEGES AND UNIVERSITIES

BEMIDJI STATE UNIVERSITY

REQUEST FOR PROPOSAL (RFP) FOR Minnesota State Advanced Manufacturing Center of Excellence Marketing and Outreach

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Bemidji 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. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) at:

<https://www.bemidjistate.edu/offices/business-services/procurement/rfps-and-bids/>.

For this RFP, posting on the captioned website above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

MARCH 2019

**REQUEST FOR PROPOSAL (RFP) FOR
Minnesota State Advanced Manufacturing Center of Excellence Program
Marketing and Outreach Goals**

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1.0 General Information

1.1 Background

Minnesota State Colleges and Universities (Minnesota State) is the fourth largest system of higher education in the United States. It is comprised of 37 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. Minnesota State serves more than 375,000 students each year. The Minnesota State Colleges and Universities is governed by a 15-member Board of Trustees appointed by the governor. The Board has policy responsibility for system planning, academic programs, fiscal management, personnel, admissions requirements, tuition and fees, and rules and regulations. 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 about Minnesota State Colleges and Universities, please view its website at <http://www.minnstate.edu/>.

Bemidji State University (BSU) is a public university focusing on arts, sciences and professional programs with over 50 majors and pre-professional programs offered. Approximately 5,100 students enroll in on-campus and distance programs annually. University distinctive themes include civic engagement, global education, and environmental stewardship. For further information about Bemidji State University, please view its website at: <http://www.bemidjistate.edu>.

The Minnesota State Advanced Manufacturing Center of Excellence | ATE Regional Center (Center) is housed at and led by Bemidji State University, and is comprised of eighteen two-year technical and community colleges in the state of Minnesota. The Center is one of 8 Minnesota State centers (www.minnstate.edu/coe), with its specific focus on the advanced manufacturing industry. The Center's overarching goal is to increase the quantity, quality, and diversity of technicians available to the advanced manufacturing workforce. The Center accomplishes this by changing the perception of manufacturing and manufacturing careers (Promotion), training and educating high school students, college students, and incumbent workers through its educational programs (Education), and providing a well-defined seamless career pathway from high school to college to workforce by developing easy-to-follow career pathways, developing credit for prior learning systems, articulation, and aligning educational programs with college and university programs, based on manufacturer's needs (Career Connections/Pathways). By leveraging the resources of Bemidji State University, two-year college partners, and multiple industry partners, the Center intends to expand the pool of talented students. The goal is to enhance the ability of Minnesota manufacturers to compete in the global economy. For more information about the Center, please view its website at www.mnmfg.org.

360 eTECH Online and Hands-on Manufacturing Education Program (www.360etech.org), is an educational program serving the needs of advanced manufacturers, high schools, and college students. A consortium of Minnesota State colleges delivers this credit-based program. Initially developed for incumbent workers, the program is expanding to include high schools. The flexible delivery model of this program allows high schools to offer technical programs, regardless of the school's size or location.

Dream It. Do It. is a national manufacturing careers recruitment strategy developed in 2005 by [The Manufacturing Institute](http://www.dreamitdoit.org). Minnesota is one of approximately 33 states currently participating in the Dream It. Do It. effort. The program was created to attract workers to fill the approximately 600,000 open manufacturing jobs in the U.S. Its focus is to increase awareness of the high paying, high quality career opportunities available in manufacturing. Dream It. Do It. Minnesota, which is led by the Center, introduces the public to advanced manufacturing and provides resources to engage students, parents, educators, and manufacturers. Dream It. Do It. Minnesota provides useful information to inspire and build a talented pipeline of youth who understand manufacturing and the skills and education needed to prepare them for a manufacturing career.

1.2 Nature of Request for Proposal

The Center is requesting proposals for the development and possible distribution of marketing materials to help reach Minnesota State and National Science Foundation – Advanced Technological Education (NSF-ATE) grant goals. Marketing materials will be used to promote the Center and associated activities/resources, the 360 eTECH Program, and Dream It. Do It. Minnesota.

One of the NSF-ATE grant objectives focuses on expanding the 360 eTECH High School program. Included within this objective is to market the 360 eTECH Program to high schools. Print materials, videos, promotions, audio, electronic correspondence, personal selling, and digital advertising will be used to help promote the program and increase high school enrollment. The 360 eTECH Program has an approved marketing plan in place. Vendors will

support this plan through the development of marketing materials identified in the plan

Additional NSF-ATE objectives include increasing the number of females gaining new and improved manufacturing skills and for Dream It. Do It. Minnesota, the focus is on recruitment and outreach strategies to move target audience to action.

The Center is seeking a vendor(s) that will aid them in the creation, development, and possible distribution of Marketing Communication Materials to be distributed through a variety of marketing channels. These marketing channels will include:

- Digital Advertising including Google Ad words, and Social Media, among others
- Digital Video to be used on websites and as pre-roll advertising
- Print material to be used in personal selling. This would include flyers and presentation kits.
- Audio to be used on Spotify, iTunes, and Pandora, among others
- Digital images to be used on promotional material

NOTE: See Section 3.3 Deliverables for more detail.

Accordingly, the Minnesota State Advanced Manufacturing Center of Excellence, (also referred to herein as the “Center”), shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in the Center’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. The Center 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 the Center. This RFP shall not obligate the Center 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 Criteria

The following criteria and their identified weights will be used by the Center to evaluate the responses:

20% - Expressed understanding of proposal objectives

25% - Detailed work plan

25% - Overall cost and the demonstration of value returned for the cost of services

30% - Qualifications of the vendor and its personnel (experience of personnel who are designated to work on the contract will be given greater weight than that of the company. The specific team to work on this project must be identified clearly and any changes to the team may be cause for contract termination. It is recommended that references be included in the proposal.)

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 Center. Accordingly, the Center shall select the vendor(s) whose proposal(s), and oral presentation(s), if requested, demonstrate in the Center’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner.

This Request for Proposal is not subject to competitive bidding requirements of Minnesota Law. The Center reserves the right to:

- Accept multiple proposals
- Accept or reject any and all proposals, in whole or in part.
- Waive any informalities or minor defects in proposals if it is deemed not to have any material effect on the final outcome.
- Accept any item(s) in any proposal, unless otherwise specified in writing by Responder.
- Negotiate separately as necessary in order to serve the best interests of the University.

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

The Center 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 1.5 of this RFP.

1.4 Selection Process

A committee will be created to conduct the selection process. Members of the committee will consist of team members of the Center and Bemidji State University staff. This group will evaluate the proposals and make the final decision. All complete proposals received by the deadline will be evaluated.

In some instances, an interview may also be part of the evaluation process. The Center reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview.

The Center 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 1.5 of this RFP.

1.5 Selection and Implementation Timeline

March 25, 2019	RFP available on BSU website
April 17, 2019 by 2:00 PM	Deadline for vendor questions regarding RFP
April 19, 2019 by 2:00 PM	Responses to vendor questions posted on website
April 22, 2019 by 2:00 PM	Submission deadline for RFP proposals
April 26, 2019	Complete selection process and initiate contract
May 13, 2019	Goal for executing contract

1.6 Vendor Questions

Vendor questions must be submitted according to the schedule in Section 1.5 above via email to:

Ronald Beckstrom
Director of Business Service
Bemidji State University
Email: Ronald.Beckstrom@bemidjistate.edu

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 the same website as the RFP (<https://www.bemidjistate.edu/offices/business-services/procurement/rfps-and-bids/>) by the date indicated in Section 1.5 of this RFP.

Please also refer to Section 2.1 of this RFP concerning inquiries about the RFP.

1.7 Contract Term

The Center desires to enter into a contract with the successful vendor(s) by May 13, 2019, for a contract term to begin May 13, 2019, with work to be completed by June 30, 2021 with the option to extend the contract for up to three (3) additional years in one (1) year increments by mutual agreement.

1.8 Parties to the Contract

Parties to this contract shall be the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Bemidji State University and the Center, and the successful vendor(s).

1.9 Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract(s) upon 30 days written notice, with or without cause. The vendor(s) may cancel the contract(s) upon 181 days written notice, with or without cause.

1.10 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 the Minnesota State Colleges and Universities on behalf of Bemidji State University
School or University:	Bemidji State University
The Center	Minnesota State Advanced Manufacturing Center of Excellence ATE Regional Center
System Office:	(Also referred to as Office of the Chancellor) the central system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7 th Street East, Suite 350, St. Paul, Minnesota.
Vendor or Contractor:	The firm selected by the Center as the successful responder(s) responsible to execute the terms of a contract.

1.11 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.

1.12 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 Center's authorized representative named in the contract.

1.13 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. The contents of the proposal of the successful bidder shall be incorporated and made part of the contract by reference. All previous communication 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. The Center reserves the right to incorporate standard State of Minnesota contract provisions into any contract resulting from this RFP.

1.14 Deviations and Exceptions

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.

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

1.16 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 ink by an authorized representative of the vendor.

1.17 Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or the Center 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. The Center also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to:

- a. Reject any and all proposals received in response to this 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.

1.18 Material Ownership and Disposition of Responses

All materials submitted in response to this RFP shall become property of the Center 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 Center awards a contract.

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 Center, 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 Center'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 Center.

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

1.19 Cost of Proposal

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

Section II

2.0 Parties to the RFP

The Minnesota State Advanced Manufacturing Center of Excellence | ATE Regional Center is a partnership of Bemidji State University (Bemidji, MN), Alexandria Technical and Community College (Alexandria, MN), Anoka-Ramsey Community College (Cambridge, MN and Coon Rapids, MN), Anoka Technical College (Anoka, MN), Central Lakes College (Brainerd, MN and Staples, MN), Century College (White Bear Lake, MN), Hennepin Technical College (Brooklyn Park, MN and Eden Prairie, MN), Lake Superior College (Duluth, MN), Minneapolis Community and Technical College (Minneapolis, MN), Minnesota State College Southeast (Red Wing, MN and Winona, MN), Minnesota West Community and Technical College (Canby, MN, Granite Falls, MN, Jackson, MN, Pipestone, MN, and Worthington, MN), Northland Community and Technical College (East Grand Forks, MN and Thief River Falls, MN), Northwest Technical College (Bemidji, MN), Pine Technical and Community College (Pine City, MN), Ridgewater College (Hutchinson, MN and Willmar, MN), Riverland Community College (Albert Lea, MN, Austin, MN, and Owatonna, MN), Saint Paul College (Saint Paul, MN), St. Cloud Technical and Community College (St. Cloud, MN) and South Central College (Faribault, MN and North Mankato, MN).

Section III

3.0 VENDOR REQUIREMENTS

3.1 Minnesota State Information Contact

The Center's contact/liaison for purposes of responding to inquiries about the RFP is:

Name: Jeremy Leffelman
Title: Executive Director
Address: 1500 Birchmont Drive NE
Bemidji, MN 56601
E-mail Address: jeremy.leffelman@bemidjistate.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and the Center shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. See Section 1.6 for further information on submission of vendor questions.

3.2 Relevant Information

The Center is requesting development of marketing materials to assist in promotion of the Center and its programs to multiple audiences. The materials will be cohesive in branding and consistent in message. The priority of items to be created will be determined upon selection of the vendor. It is expected that some items will have priority over others. The expected work will likely be heavily weighted on the front end of the contract with revisions given a lesser priority. The selected vendor will need to be able to deliver to the timeline of the needs of the Center.

3.3 Deliverables

A. The Center

- 1) A comprehensive brochure outlining the Center, it's mission, and affiliated programs
- 2) A brochure highlighting and summarizing each of the Center college partners
 - i. Relevant program information
 - ii. College program summaries (related to advanced manufacturing)
 - iii. To include photos and graphics
- 3) Update/reinvent career pathway graphic
 - i. To include relevant college programs
- 4) Update/re-invent career pathway ladder
 - i. To include relevant manufacturing and programmatic data
- 5) Development of graphical logic model
 - i. Poster, electronic versions, flyer/pamphlet
- 6) Brochure/flyer for Career Success Skills modules
 - i. To include photos and graphics
 - ii. Multi-page and single page brochure and flyers
- 7) A Center promotional video for purposes of telling the Center story, its programs, and ways external stakeholders can engage with and partner with the Center
- 8) A booklet highlighting the Center's story, its programs, and ways external stakeholders can engage with and partner with the Center
- 9) Comprehensive Social Media plan development and execution
 - i. Scheduling relevant posts
 - ii. Researching relevant manufacturing content
 - iii. Posting across multiple social media channels
 - iv. Researching and recommending other relevant social media channels
- 10) Webpage updates for mnmfg.org as necessary and assigned
 - i. Photo updates
 - ii. Information updates
 - iii. Link updates
 - iv. Other relevant webpage work as necessary and assigned

B. 360 eTECH Program

- 1) A one-page flyer targeting high school students and their parents with relevant manufacturing career and pathway information connected to student interests and revised pathway graphic specific to the 360 eTECH Program including MSSC credential.
- 2) A one-page flyer targeting high school administrators, staff, and Perkins Coordinators. Content should include:
 - i. Overview of program emphasizing benefit to school
 - ii. Information on delivery options, payment options, student support
 - iii. Appropriate contact information
 - iv. Pathway graphic as noted above
- 3) A supplemental one-page flyer for high school administrators/students that shows a sample course schedule for two-year completion of the Production Technologies certificate, the Medical Device Manufacturing certificate, and the Welding Technology certificate. Other certificates may include the Machine Technologist certificate and the Automation Technologies certificate
- 4) 360 eTECH high school template for correspondence that includes:
 - i. Cover letter for sending to high school administrators and staff announcing a visit by Center staff to talk about the program. Letter needs to include overview of program, proposed range of meeting dates (e.g., I will contact you in two weeks), and contact information for Center staff, as well as reference to included flyer and website.
 - ii. Template email correspondence used to follow up cover letter and possibly confirm scheduled visit
- 5) 360 eTECH Program promotional media materials
- 6) Promotional media materials targeting a variety of audiences produced in 4K video sampled down to fit media requirements in 10, 30, 60, 90, and 120 second videos
 - i. High Schools
 - ii. Manufacturing businesses
 - iii. Non-traditional students
 - iv. Veterans
 - v. Minorities
- 7) Banner ads in common sizes
 - i. 728px x 90px
 - ii. 160px x600px
 - iii. 336px x280px
- 8) 360 eTECH Program flyers, including:
 - i. Earn your MSSC certification
 - ii. Earn Production Technologies certificate
 - iii. Earn Medical Device Manufacturing certificate
 - iv. Earn Welding Technology certificate
 - v. Earn Machine Technologist certificate
 - vi. Earn Automation Technologies certificate
 - vii. Ability to add specific college logos to each flyer for distribution
 - viii. Industry-specific flyer

C. Dream It. Do It. MN Recruitment and Outreach—expand Dream It. Do It. Minnesota recruitment strategies to move target audience to action. The goal is to reach 50,000 target audience members with recruitment and outreach resources, engage 25,000 youth, influencers, and adults in interactive manufacturing experience and events.

- 1) Develop promotional media materials targeting a variety of audiences produced in 4K video sampled down to fit media requirements in 10, 30, 60, 90, and 120 second videos. Topic areas include:
 - i. Badge Pathways (<http://www.dreamitdoitmn.com/badgepathway/>)
 - ii. Statewide Tour of Manufacturing (<http://www.tourofmanufacturingmn.com/>)
 - iii. Women in Manufacturing (<http://www.dreamitdoitmn.com/women-in-manufacturing/>)
 - iv. Manufacturers
 - v. Middle Schools and High Schools
- 2) Banner ads in common sizes
 - i. 728px x 90px
 - ii. 160px x600px
 - iii. 336px x280px

- 3) Print materials to be used in above marketing efforts targeting the following demographics:
 - i. Female-focused outreach for manufacturing careers
 - ii. Flyers targeting students that can be sent to high schools promoting manufacturing career pathways and Digital Badging
 - iii. Promotional materials to recruit manufacturing businesses to be host sites for the Statewide Tour of Manufacturing
- 4) Update existing assets for the Center, 360 eTECH, and Dream It. Do It. MN as needed

3.4 Desired Timeline

The following dates are approximate and intended to serve as a benchmark for the Center’s desired timeline for completion. From the time the contract is executed to the completion of all work to be completed by June 30, 2021 with the option to extend the contract for up to three (3) additional years in one (1) year increments by mutual agreement.

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April 26, 2019	Complete selection process and initiate contract
May 13, 2019	Goal for executing contract

3.5 General Requirements

- a. Provide portfolio/work examples and detail your experience working with companies and non-profits to design, develop and deliver marketing strategies to generate enrollment and promote programs.
- b. Discuss how your experience helps fulfill the requirements of this contract.
- c. Describe in detail the level and quality of services you propose to offer to meet the desired deliverables.
- d. Describe in detail the cost of all services you propose to deliver.
- e. Describe your ability to meet the requested completion date of June 30, 2021. Elaborate on any timeframe adjustments you believe would be helpful or necessary.
- f. Describe any services or offerings that may be unique to your organization.
- g. Describe your project management strategies as it relates to driving the timeline, meeting deadlines, and overall communication.

Section IV

4.0 RESPONSE EVALUATION

Responses will be evaluated and selection criteria applied as described in Section 1.3 of this RFP document. The evaluation and selection process will be performed as described in Section 1.4 according to the timelines established in Section 1.5.

The Center 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 1.5 of this RFP document.

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

Section V

5.0 ADDITIONAL RFP RESPONSE AND CONTRACT REQUIREMENTS

5.1 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.

5.2 Problem Resolution Process

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

5.3 Affidavit of Non-Collusion

All responding vendors are required to complete the Affidavit of Non-Collusion, which is attached as an Exhibit to this RFP, and submit it with their response.

5.4 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, which is attached as an Exhibit to this RFP, 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.

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

5.6 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. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

5.7 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.

5.8 State Audit

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

5.9 Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this 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 Minnesota 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, Minnesota State, its agents and employees, from any judgments or damages awarded against the State or Minnesota State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Minnesota State's award of a contract. In submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

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

5.10 Conflict of Interest

The vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this RFP. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

5.11 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 respective school's chief financial officer or the System Office's Business Manager 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 school or System Office 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 school or System Office may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve Minnesota State's rights.

5.12 Physical and Data Security

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

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

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

The vendor shall recognize Minnesota State's sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

The vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State and the Center 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.

5.13 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.

5.14 Liability

The vendor agrees to indemnify and save and hold the Center, 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 Centers' failure to fulfill its obligations pursuant to contract.

5.15 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 Center 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.

5.16 Non-Discrimination

In connection with the performance of work under contract for the Center, 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.

5.17 Safety

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

5.18 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.

5.19 Contract

The contract entered into by the Center 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 one of the Exhibits. Please pay careful attention to the legal notifications and requirements contained therein.)**

Section VI

6.0 RFP RESPONSES

6.1 Submission

The responder shall submit five (5) copies of its RFP response and one electronic copy via email in Microsoft Word format. One copy of the proposal must be unbound and signed in blue ink by an authorized representative of the vendor.

Proposals must be sealed in mailing envelopes or packages with the responder’s name and address clearly written on the outside. Minnesota 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 FOR MINNESOTA STATE ADVANCED MANUFACTURING CENTER OF EXCELLENCE PROGRAM MARKETING AND OUTREACH GOALS**

Sealed proposals are due at the following location no later than **April 22, 2019 by 2:00 PM:**

Name: Ronald Beckstrom
Email: Ronald.Beckstrom@bemidjistate.edu
Title: Director of Business Services
Address: Bemidji State University
1500 Birchmont Drive NE, #5
Bemidji, MN 56601

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

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

6.2 Proposal Content

- a. Failure to submit proposals in accordance with the RFP requirements will be grounds for rejection.
- b. Responses to this RFP must be presented in the same order as in the RFP, item by item. Where no specific response is deemed necessary, please simply indicate vendor’s awareness and understanding of the requirement.
- 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 attached to the vendor’s proposal upon submission.
- d. The Proposal Offering Form must be signed in blue 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 Center may properly evaluate the vendor’s capability to provide the required services. The vendor must clearly state in the proposal any exceptions to, or deviations from, the specifications, terms, and conditions.
- g. 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 Center.
- h. 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.
- i. The Center 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 Center.
- j. 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.

6.3 Proposal Offering Form

The Proposal Offering Form attached to this RFP as Exhibit C must be completed, signed in blue ink, and submitted with each vendor’s response.

6.4 Vendor Notifications Related to RFP Responses

- A. Vendors are hereby notified that neither Minnesota State nor the Center 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 Minnesota State, the Center, 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 Center’s failure to fulfill its obligations pursuant to this agreement.

EXHIBIT A
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 (RFP) For Minnesota State Advanced Manufacturing Center of Excellence Marketing and Outreach Goals** 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 B

Affirmative Action Certificate of Compliance

NOTICE TO CONTRACTORS AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

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

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000 in total over the entire potential length of the contract, 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 others 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 responses are due.

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

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

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

BOX B – For those companies not described in BOX A - Check below.

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

BOX C – For all companies

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

Name of Company: _____

Date: _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Freeman Building, 625 Robert Street North, Saint Paul, MN 55155

Phone: 651-296-5663

Toll Free: 800-657-3704

Fax: 651-296-9042

TTY: 651-296-1283

Web: mn.gov/mdhr

Email: compliance.mndh@state.mn.us

6/11 – MDHR

Affirmative Action Certification Page, Revised

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS**

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

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

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

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

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

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

DISABLED INDIVIDUAL CLAUSE

- A. A vendor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take disabled individuals without discrimination based on their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- C. In the event of a vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
- D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in

employment qualified disabled employees and applicants for employment and the rights of applicants and employees.

- E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

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

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

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

DRAFT

Exhibit C Equal Pay Certification

- **Refer to Section 4.5 of the RFP to determine if Equal Pay Certification applies to your Proposal.**
- **If applicable, use this application to submit to the Minnesota Department of Human Rights to obtain Equal Pay Certification.**
- **If applicable, submit proof of Equal Pay Certification with your Proposal.**

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

Equal Pay Certificate Application

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

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

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

Signature _____ Print Name _____ Date _____

Business Name _____ Business Address _____

**EXHIBIT D
VETERAN-OWNED PREFERENCE FORM**

**STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM**

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

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

1. Principal place of business is in Minnesota.

and

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

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

Claim the Preference

By signing below I confirm that:

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

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

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

EXHIBIT E
Proposal Offering Form

REQUEST FOR PROPOSAL (RFP)
FOR
MINNESOTA STATE
ADVANCED MANUFACTURING
CENTER OF EXCELLENCE
MARKETING AND OUTREACH GOALS

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 service(s) in accordance with the attached proposal, or as mutually agreed upon by subsequent negotiation and contract.

Vendor will make services operational by _____ or within _____ days from the date a contract is executed.

Signature: _____ Date: _____
(blue ink)

Printed Name: _____ Title: _____

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

EXHIBIT F SAMPLE CONTRACT ONLY – DO NOT COMPLETE



Minnesota
STATE COLLEGES
& UNIVERSITIES

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
BEMIDJI 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 **BEMIDJI STATE UNIVERSITY** (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 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

[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 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 ***[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 15, 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:

[PROVIDE SUFFICIENT DETAIL IN THE DUTIES SO THAT YOU CAN HOLD THE CONTRACTOR ACCOUNTABLE FOR THIS WORK. DO THIS BY EITHER: 1) LISTING THE CONTRACTOR'S DUTIES, DELIVERABLES, AND COMPLETION DATES WITH PRECISE DETAIL HERE OR 2) USING AN EXHIBIT THAT CONTAINS THE PRECISE DUTIES AND DELIVERABLES, NOT THE "PROPOSAL". YOU MUST INDICATE THAT AN EXHIBIT IS INCORPORATED INTO THE CONTRACT, SUCH AS "Perform the duties specified in Exhibit A, which is attached and incorporated into this contract."]

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. EXPLAIN HOW THE CONTRACTOR WILL BE PAID. EXAMPLES: "IN ACCORDANCE WITH THE BREAKDOWN OF COSTS AS SET FORTH BELOW." IF DELIVERABLES CAN BE SUCCINCTLY DEFINED, IT IS GENERALLY PREFERABLE TO STRUCTURE PAYMENT BASED ON THE SUCCESSFUL COMPLETION AND ACCEPTANCE OF SPECIFIC TASKS OR DELIVERABLES.]*

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 *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS (e.g. One Hundred Twenty and 00/100 Dollars (\$120.00). IF NONE, INSERT "Zero Dollars (\$0.00)]* 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 attached hereto. *[ATTACH IF APPLICABLE; DO NOT ATTACH IF NOT APPLICABLE]* 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 *[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:

[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.]

ii. *[IF APPLICABLE, INSERT THIS CLAUSE.]* Payments are to be made from federal funds obtained by Minnesota State through Title _____ of the _____ Act of _____ (Public law and amendments thereto). If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of

such fact by Minnesota State to the CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- iii. 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.
- iv. Entertainers. Pursuant to Minnesota Statutes 290.9201, Minnesota State is required to withhold a two percent (2%) tax on the gross compensation, including reimbursable expenses, paid to non-Minnesota entertainers for any performance in Minnesota.

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 3, 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 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.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and Minnesota State must comply with the Minnesota

Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or Minnesota State.

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

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

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. **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 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.
 - 1) 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.
 - 2) Disabled Workers. The CONTRACTOR must comply with the following affirmative action requirements for disabled workers.
 - i. 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.

- ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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.
- 3) 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.
 - 4) 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. **PAYMENT CARD INDUSTRY DATA SECURITY.**

[INCLUDE PROVISION IF THE SERVICES INVOLVE STORAGE, PROCESSING OR TRANSMITTAL OF PAYMENT CARD ACCOUNT NUMBERS. DELETE THIS CLAUSE IF INAPPLICABLE.]

- a. CONTRACTOR agrees to establish security procedures to protect cardholder data and comply with the Payment Card Industry Data Security Standards (PCI DSS). Contractor can find details of the PCI DSS at https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml
- b. CONTRACTOR agrees to notify Bemidji State University within 30 days if either CONTRACTOR establishes that it is not PCI-compliant or CONTRACTOR is notified by a Qualified Security Assessor (QSA) or CONTRACTOR's acquiring bank that CONTRACTOR is not PCI-compliant.
- c. CONTRACTOR agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of CONTRACTOR's security obligations or other event requiring notification under applicable law, CONTRACTOR agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend Minnesota State Colleges and Universities and Bemidji State University and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.
- d. CONTRACTOR agrees to notify Bemidji State University's authorized representative within 24 hours in the event of unauthorized release of cardholder data.

22. **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.

23. **OTHER PROVISIONS.** *[IF "NONE", WRITE "NONE"] [IF ADDING OTHER PROVISIONS OR ATTACHMENTS THAT IMPACT OR CONFLICT WITH WHAT IS STATED IN THE CONTRACT, SEEK ASSISTANCE FROM SYSTEM LEGAL COUNSEL.]*

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: Bemidji State University

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
BEMIDJI STATE UNIVERSITY**

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION: Bemidji State University

By (authorized signature and printed name)
Title
Date