Request for Proposal
#126788373

Nursing Instructional Tools
&
Comprehensive NCLEX Assessment
Minnesota State University, Mankato

Facilities Purchasing Office

Request for Proposal

Nursing Instructional Tools & Comprehensive NCLEX Assessment

Return proposals to:
Donna Hensel, Coordinator
Minnesota State University, Mankato
358Wiecking Center
415 Malin Street
Mankato, MN  56001
507-389-5016
Email:  donna.hensel@mnsu.edu

Proposals are being accepted by Minnesota State University, Mankato for Nursing Instructional Tools & Comprehensive NCLEX Assessment. See specifications in the RFP following.

Minnesota State University, Mankato shall bear none of the costs incurred by any proposer or potential proposer in their preparation of the proposal documents or any visits to campus. All such costs are the responsibility of the proposer.

SUBMISSION

Proposals are to be submitted in a sealed envelope, plainly marked “Proposal No. 126788373 -- Nursing Instructional Tools & Comprehensive NCLEX Assessment” along with the Company’s name and date and time of the scheduled opening. Minnesota State University, Mankato, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified. Proposals made in pencil or forwarded using e-mail and the internet will be rejected.

LIABILITY

Company agrees to indemnify and save and hold the University, its agents and employees harmless from any and all claims or causes of action arising from the performance of this agreement by Company or Company’s agents of employees. This clause shall not be construed to bar any legal remedies Company may have for the University’s failure to fulfill its obligations pursuant to this agreement.
ACCESSIBILITY: COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

The Company agrees that in occupying the premises as described herein, it is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act. The University 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.

This document is available in alternative format to individuals with disabilities by calling Donna Hensel at the Office of Facilities Purchasing 507-389-5016 or 800-627-3529 (TTY).

DISCLAIMER

Issuance of this Request for Proposal in no way commits the University or its faculty or staff to enter into a contract for services outlined above. The University reserves the right to reject any or all Requests for Proposal submitted in response.

MINNESOTA DATA PRACTICES ACT

The CONTRACTOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the 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 Section 13.08, apply to the release of the data referred to in this Article by either the CONTRACTOR or the STATE. In the event the CONTRACTOR receives a request to release the data referred to in this Article, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.
SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Minnesota State University, Mankato 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) on the Facilities Purchasing Web Site:  http://www.mnsu.edu/fpurchas/  For this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

January 2020
# REQUEST FOR PROPOSAL (RFP)

FOR

Nursing Instructional Tools and Comprehensive NCLEX Assessment

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Section I. General Information

Background

Minnesota State Colleges and Universities is the fifth-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. The System serves approximately 350,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is governed by a 15 member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State Colleges and Universities, please view its website at www.minnstate.edu.

Minnesota State University, Mankato, a comprehensive university in the Minnesota State Colleges and Universities (MinnState) system, is located on a 303 acre campus in Mankato, Minnesota, a community of approximately 53,000 situated in the Minnesota River Valley of south central Minnesota. The University offers a full range of undergraduate and a broad selection of graduate programs, and as such, has statewide responsibilities for the articulation of and providing access to professional programs not available at other colleges and regional universities. The University also has a major obligation to provide leadership in applied research important to the economy and quality of life in the state.

Founded in 1868, Minnesota State University, Mankato, has evolved from its beginnings as a normal school, to become in 1921 Mankato State Teachers College when it was authorized to offer a four-year curriculum. Because of its increasing commitment to providing more than teacher preparation, the name was changed to Mankato State College in 1957. The institution continued to grow in size and its reputation for academic excellence led to university status in 1975. Mankato State University became Minnesota State University, Mankato, in September 1998, giving further prominence to its growth to an institution recognized nationally.

The University is under the control and management of the Minnesota State Colleges and Universities (MinnState) Board of Trustees, an agency of the State of Minnesota.

More than 14,200 students, including more than 1,300 international students from approximately 97 countries, attend Minnesota State University, Mankato. 1,500 faculty and staff, including more than 700 teaching faculty, provide for those student customers.

For additional information on the campus those interested are invited to review the University’s Web site at: http://mankato.mnsu.edu/

Nature of RFP

Minnesota State University, Mankato is requesting proposals for Nursing Instructional Tools & Comprehensive NCLEX Assessment. This RFP is undertaken by Minnesota State University, Mankato pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, Minnesota State University, Mankato shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Minnesota State University, Mankato’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. Minnesota State University, Mankato reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of Minnesota State University, Mankato. This RFP shall not obligate the Minnesota State University, Mankato 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.
General Selection Criteria

General criteria upon which proposals will be evaluated include, but are not limited to, the following: Web-based instructional tools; assessments; analytics and reporting; qualifications of the vendor; faculty consultations/product support for faculty; cost; NCLEX-RN Support; Faculty continuing education and development.

Selection Process

The selection process includes Pre-Licensure Program Coordinator, Pre-Licensure Program Committee Chairperson, two Faculty members, and School of Nursing Department Chairperson. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>Day/Date</th>
<th>Timeline Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday, January 15, 2020</td>
<td>Publish RFP</td>
</tr>
<tr>
<td>Wednesday, January 22, 2020</td>
<td>Deadline for Questions submitted on web site</td>
</tr>
<tr>
<td>Monday, January 27, 2020</td>
<td>Answers posted on web site</td>
</tr>
<tr>
<td>Monday, February 10, 2:00 p.m. CT</td>
<td>Deadline for RFP proposal submissions</td>
</tr>
<tr>
<td>Tues-Fri., February 11-14, 2020</td>
<td>Review RFP proposals</td>
</tr>
<tr>
<td>Tues-Thurs., February 18-20, 2020</td>
<td>Meet with individual responders</td>
</tr>
<tr>
<td>Friday, February 21, 2020</td>
<td>Complete selection process</td>
</tr>
<tr>
<td>Tuesday, May 12, 2020</td>
<td>Approximate deadline for executing contract</td>
</tr>
</tbody>
</table>

Contract Term

Minnesota State University, Mankato desires to enter into a contract with the successful vendor(s) effective May 12, 2020. The length of such contract(s) shall be five (5) years. If Minnesota State University, Mankato and the vendor is unable to negotiate and sign a contract by April 1, 2020, then Minnesota State University, Mankato reserves the right to seek an alternative vendor(s).

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 Minnesota State University, Mankato and the successful vendor(s).

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.

Definitions

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

MinnState: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Minnesota State University, Mankato
School: Minnesota State University, Mankato

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

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

NCLEX-RN: National Council Licensing Examination for Registered Nurses

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.

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the Vice President for Finance & Administration.

Entire Agreement

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

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.

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 Minnesota State University, Mankato and the vendor.

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

Authorized Signature

The proposal must be completed and signed in the firm's name or corporate name of the vendor, and must be fully and properly executed and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.
Proposal Rejection and Waiver of Informalities

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

1. reject any and all proposals received in response to this RFP;
2. select a proposal for contract negotiation other than the one with the lowest cost;
3. negotiate any aspect of the proposal with any vendor;
4. terminate negotiations and select the next most responsive vendor for contract negotiations;
5. terminate negotiations and prepare and release a new RFP;
6. terminate negotiations and take such action as deemed appropriate.

Section II. Parties to the RFP

Minnesota State University, Mankato

Section III. Vendor Requirements

1. Web-based Instructional Tools
   - Offer a variety of instructional tools that can be integrated throughout the program, including but not limited to:
     - Nursing Content (for example pharmacology; dosage calculations) that reflects best practices in nursing and healthcare
     - Skills modules with videos
     - Tutorials
     - Quizzes
     - Independent learning modules
     - Virtual simulations
     - Case studies
     - Certificates
     - Books (including access to eBooks)
   - Support student growth in critical thinking, test-taking and classroom skill, and clinical preparation
   - Offer students certificates to complete

2. Assessment
   - Assessment of student readiness for the NCLEX-RN with program progression
   - Development of a unique study guide for each student based on performance on assessments
   - Offer remediation that includes in depth rationale on why responses are correct or incorrect
   - Proctored assessments can be given using a student’s personal computer (PC and Mac compatible)
   - Provide feedback directly to the student to enhance their knowledge base and NCLEX-RN preparation

3. Faculty consultations with expert nurse educator
   - In-person and online access to instructional support
   - Review program curricula and collaborate with faculty on product alignment; re-align as needed with changes in curriculum
• Make recommendations for product integration across the curricula
• Support faculty in preparing documents and reports for accreditation

4. Product support for faculty and students
• A consistent product specialist who is easily accessible is assigned who will provide ongoing support, including training and resolving issues
• Provide orientation sessions to faculty, new students and senior nursing students
• Ability to provide product support in-person (on campus) or using online formats, depending on program need
• Offer educational programming for faculty and students to support shift to next gen NCLEX

5. Analytics & Reporting
• Access to standardized and customizable reports
• Ability to compare cohort scores to national means for program evaluation
• Aggregate and individual student data on the major NCLEX-RN client need categories
• Tracks students’ probability of passing the NCLEX-RN throughout the program
• Students have easy access to their probability to passing the NCLEX-RN

6. NCLEX-RN Support after program completion
• Offer on-campus (in-person) review session with an expert nursing educator for graduates preparing for the NCLEX-RN
• Offer online options for students who are unable to attend the on-campus review session
• Provide new assessments after graduation to further prepare graduates for the NCLEX-RN
• Coaching to support graduate NCLEX preparation
• Individualized program of remediation to support 2nd time NCLEX-RN test takers

7. Faculty Continuing Education & Development
• Offer educational opportunities (in-person, online, or webinar) for nursing faculty on topics related to nursing education.
• Provide support to train faculty leads in using the product

Information Contact

Questions regarding this RFP need to be submitted in writing, and submitted through the Purchasing web site (http://www.mnsu.edu/purchas/) under submit questions. The questions are linked to the contact person below.

Name: Dr. Marilyn Swan
Title: Pre-Licensure Program Coordinator/Associate Professor
Address: 360 Wissink Hall
Telephone: 507-389-6815
Fax: 507-389-6516
E-mail address: Marilyn.swan@mnsu.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Minnesota State University, Mankato shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and his/her telephone number, fax number and/or e-mail address. Anonymous inquiries will not be answered.
Section IV. Response Evaluation

The following criteria and their identified weight will be used by Minnesota State University, Mankato to evaluate the responses:

<table>
<thead>
<tr>
<th>Evaluation Criteria Categories</th>
<th>Evaluation Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Web-based Instructional Tools</td>
<td>20%</td>
</tr>
<tr>
<td>2. Assessments &amp; NCLEX-RN Support after Program Completion</td>
<td>30%</td>
</tr>
<tr>
<td>3. Analytics &amp; Reporting</td>
<td>20%</td>
</tr>
<tr>
<td>4. Faculty Consultations/product support for faculty and students</td>
<td>10%</td>
</tr>
<tr>
<td>5. Cost in relation to level of service to be provided</td>
<td>15%</td>
</tr>
<tr>
<td>6. Faculty Continuing Education &amp; Development</td>
<td>5%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

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

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

Section V. Additional RFP Response and General Contract Requirements

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.

Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either Minnesota State University, Mankato or the vendor.
Affidavit of Non-Collusion

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

Human Rights Requirements

For all contracts estimated to be in excess of $100,000 all responding vendors are required to complete the Human Rights Certification Information and Affirmative Action Data Page and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 660 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

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.

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.

Insurance Requirements

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the Minnesota State University, Mankato's authorized representative prior to execution of the contract. The selected vendor shall not commence work under the contract until they have obtained all the insurance described below and MinnState has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

   In addition, the following coverages must be included:

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

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

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

   In addition, the following coverages should be included:

4. Errors and Omissions (E & O) Insurance. The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the vendor’s professional services required under this contract. The minimum insurance amounts will be:

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

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

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

Additional Insurance Conditions:

- Vendor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to MinnState with respect to any claim arising out of vendor’s performance under this contract;
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify MinnState within five (5) business days with a copy of the cancellation notice, unless vendor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MinnState;
- Vendor is responsible for payment of contract related insurance premiums and deductibles;
- If vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Vendor shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the vendor’s policy limits to satisfy the full policy limits required by the contract.

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

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 MinnState and the Legislative Auditor’s Office for six (6) years after the termination/expiration of the contract.

Minnesota Government Data Practices Act

A. Data Ownership and Control.

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MinnState must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MinnState 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 MinnState.

MinnState solely and exclusively owns and retains all right, title, and interest, whether express or implied in and to its data. For purposes of this section “MinnState data” has the meaning of “government data” in Minn. Stat. §13.02, subd. 7. CONTRACTOR has no and acquires no right, title, or interest, whether expressed or implied, in and too MinnState data.
B. Public Data Requests.

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

C. Not-Public Data.

The CONTRACTOR acknowledges that the Contract may allow it to access private data, including but not limited to “educational data” as defined at Minnesota Statutes § 13.32; “not public data” as defined at Minnesota Statutes § 13.02, subd. 8a; and “nonpublic data” as defined at Minnesota Statutes § 13.02, subd. 9. CONTRACTOR is responsible for maintain the confidentiality, security, and protection of MinnState data related to the Contract.

The CONTRACTOR further acknowledges that for the purposes of this Contract it will be designated as a “school official” with “legitimate educational interests” in MinnState’s data, as those terms have been defined under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, and the CONTRACTOR agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. The CONTRACTOR will use MinnState data only for the purpose of fulfilling its duties under this Contract, and will not monitor or share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by MinnState. CONTRACTOR will not access MinnState user accounts except to respond to service or technical problems or at MinnState’s specific request.

The CONTRACTOR agrees that no MinnState data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by MinnState contract administrator or delegate. CONTRACTOR must ensure that any contractors, subcontractors, agents and others to whom it provides MinnState data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to CONTRACTOR with respect to such data.

D. Security Incidents.

If CONTRACTOR becomes aware of a privacy or security incident regarding any MinnState data, CONTRACTOR will immediately report the event to MinnState and MinnState’s Chief Information Security Officer. The decision to notify and the actual notifications to the MinnState’s data subjects affected by the security or privacy incident is the responsibility of MinnState. Notwithstanding anything to the contrary in this Contract, the CONTRACTOR shall indemnify, hold harmless and defend MinnState and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy or security incident involving any MinnState data. CONTRACTOR shall reasonably mitigate any harmful effects resulting from any privacy or security incident involving any MinnState data.

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

E. **Security Program.**
CONTRACTOR must make all commercially reasonable efforts to protect and secure MinnState data related to this Contract. CONTRACTOR will establish and maintain an Information Security Program (“Program”) that includes an information security policy applicable to any and all cloud computing or hosting services (“Policy”). CONTRACTOR’s Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology (“NIST”) 800-53 Special Publication Revision 4, Federal Information Processing Standards (“FIPS”) 199, Federal Risk and Authorization Management Program (“FedRamp”), or Control Objectives for Information and Related Technology (“COBIT”). For purposes of this section, “cloud computing” has the meaning defined by the U.S. Department of Commerce, NIST Special Publication 800-145, currently available online at: http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf.

CONTRACTOR will make its Policy available to MinnState on a confidential, need-to-know basis, along with other related information reasonably requested by MinnState regarding CONTRACTOR’s security practices and policies. Unless inconsistent with applicable laws, CONTRACTOR and MinnState must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minnesota Statutes §13.37.

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

G. **Trade Secrets**
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 MinnState 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, MinnState, its agents and employees, from any judgments or damages awarded against the State or MinnState in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MinnState’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 MinnState.
MinnState will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

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 Request for Proposal. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

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 MinnState’s rights.

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 MinnState and Minnesota State University, Mankato.

The vendor shall recognize MinnState’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, MinnState and Minnesota State University, Mankato 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.

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.

Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than 2:00 p.m. CT on Monday, February 10, 2020:

<table>
<thead>
<tr>
<th>Institution:</th>
<th>Minnesota State University, Mankato</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Donna Hensel</td>
</tr>
<tr>
<td>Title:</td>
<td>Facilities Purchasing Coordinator</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>358 Wiecking Center</td>
</tr>
<tr>
<td></td>
<td>415 Malin Street</td>
</tr>
<tr>
<td></td>
<td>Mankato, MN 56001</td>
</tr>
</tbody>
</table>

The responder shall submit [4] copies of its RFP response and a jump drive with the RFP response in Microsoft Word format. Proposals are to be sealed in mailing envelopes or packages with the responder’s name and address clearly written on the outside. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Proposals received after this date and time will be returned to the responder unopened.

Fax and e-mail responses will not be considered.

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

The remainder of this page was intentionally left blank
STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

Responder’s Firm Name: ________________________________

Authorized Signature: ________________________________

Date: ________________________________

Subscribed and sworn to me this ________ day of ____________

Notary Public: ________________________________

My commission expires: ________________________________
NOTICE TO CONTRACTORS
AFFIRMATIVE ACTION
CERTIFICATION OF COMPLIANCE

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

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

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

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

<table>
<thead>
<tr>
<th>BOX A</th>
<th>For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Your response will be rejected unless your business:</td>
</tr>
<tr>
<td></td>
<td>- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)</td>
</tr>
<tr>
<td></td>
<td>- or - has submitted an affirmative action plan to the MDHR, which the Department received prior to the date</td>
</tr>
<tr>
<td></td>
<td>the responses are due.</td>
</tr>
<tr>
<td></td>
<td>Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any</td>
</tr>
<tr>
<td></td>
<td>single working day during the previous 12 months:</td>
</tr>
<tr>
<td></td>
<td>- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your</td>
</tr>
<tr>
<td></td>
<td>certificate with your response.</td>
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<tr>
<td></td>
<td>- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the</td>
</tr>
<tr>
<td></td>
<td>MDHR for approval, which the Department received on __________________ (date). <strong>Proceed to BOX C.</strong></td>
</tr>
<tr>
<td></td>
<td>- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our</td>
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<td></td>
<td>company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department</td>
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<tr>
<td></td>
<td>of Human Rights for assistance.** (See below for contact information.)</td>
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<tr>
<td></td>
<td>Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative</td>
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<tr>
<td></td>
<td>Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and</td>
</tr>
<tr>
<td></td>
<td>approved by the Minnesota Department of Human Rights before a certificate can be issued.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BOX B</th>
<th>For those companies not described in BOX A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Check below.</td>
</tr>
<tr>
<td></td>
<td>- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous</td>
</tr>
<tr>
<td></td>
<td>12 months. <strong>Proceed to BOX C.</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BOX C</th>
<th>For all companies</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>By signing this statement, you certify that the information provided is accurate and that you are authorized to</td>
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<tr>
<td></td>
<td>sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action</td>
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<td>requirements that may apply to your company. (These requirements are generally triggered only by participating as</td>
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<tr>
<td></td>
<td>a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the</td>
</tr>
<tr>
<td></td>
<td>federal government.)</td>
</tr>
<tr>
<td></td>
<td>Name of Company: ___________________________________________ Date_________________________________________</td>
</tr>
<tr>
<td></td>
<td>Authorized Signature: __________________________________________ Telephone number: _____________________________</td>
</tr>
<tr>
<td></td>
<td>Printed Name: ____________________________________________ Title: _________________________________________</td>
</tr>
</tbody>
</table>

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.mdhr@state.mn.us
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 MinnState 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.

MinnState 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 MinnState will require affirmative action requirements be met by vendors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600.

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

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

DISABLED INDIVIDUAL CLAUSE

A. A vendor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take disabled individuals without discrimination based on their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

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

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

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

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

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

NAME OF COMPANY: ____________________________________________

AUTHORIZED SIGNATURE: ________________________________________

TITLE: __________________________________________________________________________

DATE: ____________________________________________________________________________

Revised 1/22/09
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