



**Request for Proposal  
#142716021  
Electric Motorized  
Foot Scooter Operation**

Department of Facilities Management – Facilities Services



**Minnesota State University, Mankato**

**Facilities Purchasing Office**

**Request for Proposal**

**Electric Motorized Foot Scooter Operations**

**Return proposals to:**

Jill Rollings, Facilities Purchasing Coordinator  
Minnesota State University, Mankato  
358 Wiecking Center, MSU  
415 Malin Street  
Mankato, MN 56001  
507-389-5016  
Email: [jill.rollings@mnsu.edu](mailto:jill.rollings@mnsu.edu)

Current Date: April 9, 2021

RFP Due Date:	May 7, 2021
RFP Due Time:	2:00 p.m.
RFP Number:	142716021

Name of Vendor Firm: \_\_\_\_\_

Firm Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Web Address: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Proposals are being accepted by Minnesota State University, Mankato for an Electric Motorized Foot Scooter Operation. 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. 142716021 – Electric Motorized Foot Scooter Operation**” 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 Jill Rollings 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.

# MINNESOTA STATE COLLEGES AND UNIVERSITIES

## MINNESOTA STATE UNIVERSITY, MANKATO

### REQUEST FOR PROPOSAL (RFP) #142716021 FOR Electric Motorized Foot Scooter Operations

**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. MinnState reserves the right to reject a proposal if required information is not provided or is not organized as directed. MinnState 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.

**REQUEST FOR PROPOSAL (RFP) #142716021  
FOR  
Electric Motorized Foot Scooter Operations**

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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](http://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 13,500 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 seeking proposals for an Electric Motorized Foot Scooter program to benefit students and campus life at its campus in Mankato, Minnesota. With an enrollment of 13,500 full and part-time students, most of which live either in on-campus residence community centers (Preska, Sears, Crawford, McElroy) and Stadium Heights (0.8 miles from the campus core). Another sizable student population lives within four-blocks of the campus core in nearby privately-owned apartment complexes. Minnesota State University, Mankato (hereafter referred to as Minnesota State Mankato) offers a semester-based academic calendar:

- Monday, August 23, 2021 – Friday, December 10, 2021 Fall Semester
- Monday, December 13, 2021 – Friday, January 7, 2022 Winter Break

- Monday, January 10, 2022 – Friday, May 6, 2022 – Spring Semester
- Monday, March 7, 2022 through Friday, March 11, 2022 – Spring Break
- Monday, May 16, 2022 through July 22, 2022 – Summer Term
- Monday, August 22, 2022 – Fall Semester Begins

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: Completeness, thoroughness, and detail of response as reflected by the proposal’s discussion and coverage of all elements of work; experience/qualifications of the vendor; equipment; and consumer pricing

### **Project Overview**

Minnesota State University, Mankato seeks to contract with a vendor to provide an electric foot scooter service. Such service will provide user with a low-cost alternative transportation option which will not be subject to data insecurity. Minnesota State prefers to hire a vendor that is already fully developed and used by an existing client base, but which can be customized to meet our specific needs. We desire a system that requires minimal to no internal IT staff support. At this time, we are not interested in supporting the development of a fully custom-built system.

### **Selection Process**

The selection process includes students, faculty, and staff. This group will evaluate the proposals and make the final decision.

### **Selection and Implementation Timeline**

<b>Day/Date</b>	<b>Timeline Subject</b>
Friday, April 9, 2021	Publish RFP
Friday, April 23, 2021 by 4:00 pm	Deadline for Questions submitted on website
Friday, April 30, 2021 by 4:00 pm	Answers posted on website
Friday, May 7, 2021 by 2:00 pm	Deadline for RFP proposal submissions
May 10 – June 4, 2021	Evaluation Team Review Proposals
June 10 – July 9, 2021	Administration Review/City Consultation
Monday, August 2, 2021	Approximate deadline for executing contract

## **Contract(s) Awarded and Pricing Structure**

Vendor shall receive no compensation from the University under this Agreement. Vendor shall pay the Minnesota State Mankato a fee no less than \$10.00 per foot scooter per month payable at the end of each month. This charge is to offset the University's administrative costs related to implementation and oversight of this Agreement. For all university approved charging stations, vendors participating in this RFP shall indicate what commission the university shall receive on any and all advertisements available through electronic reader boards or signage associated with or attached to vendor electric charging stations.

## **Contract Term**

Minnesota State University, Mankato desires to enter into a contract with the vendor(s) effective August 23, 2021, the first day of fall semester classes. The length of such contract(s) shall be four years. If Minnesota State University, Mankato, and the vendor are unable to negotiate and sign a contract by August 2, 2021, 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.

The Agreement is of a limited term of up to four years from the date of approval, to allow for a better understanding of the impact of Scooter sharing operations on University Right of Way, interaction with the City of Mankato, and to provide guidance for the development of future policy and procedures. The term shall be through April 2025, unless terminated earlier as provided herein. Vendor's operation is contingent on conditions as determined by the University's sole discretion. The Agreement may be revoked or terminated at any time, for any reason, in the sole discretion of the University upon 30 days written notice by the University to the vendor. In the event of early termination or revocation, vendor will be granted a reasonable period of time in which to collect and remove its scooters, and any other facilities owned by vendor.

Weather will play an important part in the use of electric foot scooters. From mid-November to mid-April of any given year, it is anticipated that foot scooters will not be permitted on campus due to snow and ice conditions.

## **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.

### **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, notwithstanding 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**

### **Technical/Functional Requirements**

Customers renting an electric foot scooter should be able to easily access the appropriate vendor app. The app should include instructions on how to contact the vendor to resolve any billing and access issues. The solution should be compatible with all major operating systems and web-browsers, including mobile. The proposed solution must comply with current national accessibility standards.

### **Expand Transit Options to and from Campus Core**

Provide electric foot scooter transportation solution alternative to busing or personal vehicles for short-range trips to and from near apartment complexes, to large parking lots and the University's Campus Core buildings.

### **University Right of Way and Oversight**

Minnesota State Mankato is prepared to provide access to University property (hereinafter referred to as "Right of Way") to facilitate the stationing and parking of vendor's fleet of electric motorized foot scooters intended or equipped for shared use by paying consumers.

The University Right of Way contemplated by this Agreement does not cover areas that are not controlled by the University, including but not limited to all streets, roads, trails or parkways owned by the City of Mankato, County of Blue Earth, and/or private property owners.

The University believes allowing a Scooter sharing operation to exist in the University Right of Way is likely to promote the public's health, safety, and welfare by encouraging efficient and limited use of traditional four-wheeled motor vehicles, thereby reducing traffic volumes, noise, and air pollution, helping to achieve University goals around physical and environmental health, and climate change.

The University must balance the benefits of Scooter sharing operations with its duty to keep streets and sidewalks safe, orderly, and free of unregulated obstructions and encumbrances.

Coinciding with the anticipated term of this Agreement, the University will examine Scooter sharing operations and temporarily allow such use of the University Right of Way by approved licensees, subject to the terms and conditions set for herein.

### **University Responsibilities:**

The University grants a revocable, exclusive license to vendor to implement its Operation within the University Right of Way during the term of this Agreement, subject to all of the terms and conditions set forth. This authorization is not a lease or an easement and shall not be construed to transfer any real property interest in the public right of way or other University property.

University's uses, needs, and obligations shall at all times supersede vendor's privileges under this Agreement.

University shall identify areas on campus where scooter charging stations shall be installed, and scooters temporarily secured. (The installation and maintenance of charging stations is the responsibility of the vendor.)

### **Fleet Size and Type.**

An initial inventory of 50 electric foot scooters (minimum) up to a maximum of 200 electric foot scooters will be authorized by the University. After an initial assessment as to their use and impact, and at the request of the vendor, more scooters may be authorized.

The University reserves the right to unilaterally limit or reduce the maximum number of devices in the vendor's fleet, by written notice.

### **Vendor Fleet's Fleet Scooter Equipment, Maintenance, and Safety Requirements**

Electric foot scooter fleet shall be equipped with equipment meeting all specifications, including but not limited to brakes, reflectors, and lighting as set forth in Minnesota State Statute 169.225.

- a. Fleet must be certified as safe to operate under any applicable standard by Underwriters Laboratories, or an equivalent safety rating.

Vendor will provide a demonstration of equipment and proper use of a Fleet Foot Scooter. The University may require this meeting to be held in coordination with other prospective vendors.

Fleet shall have a unique identifier clearly displayed on each device in the form of numbers and/or letters for the purposes of conveying or documenting parking or safety complaints, and for auditing the quantity and type of devices in vendor's fleet.

Vendor shall provide a comprehensive inventory of the scooter fleet, including model, type, and unique identification to the University. Such inventory shall be proactively updated by the Vendor within five (5) business days if or when devices are added or removed from the fleet.

Devices in the scooter fleet shall be equipped with both:

- (a) locking mechanism to prevent theft; and
- b) an operable mechanism to provide real-time location when a device is parked.

Each device in the fleet must visibly display the Vendor's logo or business name on both sides of the device, together with a customer service phone number staffed from at least 7 AM to 9 PM on days the fleet is in service on University Right of Way. Customer service line shall accept voicemail at all other times to report parking or operational complaints and other concerns.

Vendor shall proactively remove any and all inoperable or unsafe devices within 12 hours of the initial onset of such condition.

Vendor shall maintain a multi-lingual website and mobile application which shall be available to the general public 24 hours per day, 7 days per week, including certain languages as specified by the University.

Education on the use of electric foot scooters, how and where to park, GEO-fencing zones, payment plans, recharging device use are the responsibility of the Vendor and shall be communicated using a wide range of multi-media platforms including the University's campus newspaper, The Reporter.

Each foot scooter must visibly display the following safety points:

- "No Sidewalk Riding" (minimum 48-point font) located on the platform of every scooter.
- "Wear a Helmet "Yield to Pedestrians"
- "Don't Ride with a Passenger"

Vendor warrants that it complies with applicable provisions of Minnesota and federal disabilities laws and regulation, including, but not limited to the American with Disabilities Act of 1990, 42 U.S.C. 12101, et seq., as amended. Vendor's website and mobile application must be fully accessible to persons with disabilities and accessible screen readers.

Vendor will provide all users of rental foot scooters with a summary of instructions and laws regarding Scooter riding, parking and operations including those set forth in Minnesota State Statute 169.225, any applicable University ordinance, and any other law or regulatory provision applicable to the operation and/or parking of Scooters.

Vendor will maintain a comprehensive and complete record of all official and unofficial Fleet Scooter collision reports received during the term of this agreement. The record shall include date/time, location, and nature of the collision. A copy of such record shall be provided to the University within five (5) business days of a written or emailed request.

Vendor will describe how they will institute and maintain a cleaning protocol to routinely disinfect scooter surfaces to better ensure against the spread of COVID-19 and other viruses.

### **Geo-fencing Specifications**

The University reserves the right to mandate GEO-fencing specifications to Vendor's scooter fleet in order to limit speeds on University Right of Way. The Vendor shall comply with any and all geo-fencing requirements within five (5) business days of a written request made by the University. The cost of installing and maintaining geo-fencing software equipment or facilities shall be borne by the Vendor.

## **Fleet Scooter Parking and Riding**

No person may operate a motorized foot scooter upon a sidewalk, except when necessary to enter or leave adjacent property.

No person may operate a motorized foot scooter that is carrying any person other than the operator.

Fleet scooters must be parked upright and stabilized with a kickstand when not in use. Where available scooters should be parked in a charging station provided by the vendor in a University approved location. (Minnesota State is a windy campus so it is expected that the vendor provide suggestions on how the University might ensure that the wind not blow down scooters.)

Sidewalk parking shall be limited to allowed areas within the furnishing zone (see attached map), and outside the pedestrian path of travel. Vendor will be solely responsible for informing its customers as to parking a scooter properly and in compliance with state and local laws.

Vendor will undertake proactive, reasonable measures to prevent and deter improper parking or dumping of scooters on private property or other public property not owned or controlled by the University.

Scooters cannot be parked in:

- Building/property entrances
- Driveways
- Loading Zones
- Accessibility (a.k.a. handicap or disability only) parking stalls
- Bus transit stops
  - Crosswalks
  - Street furnishings (benches, parking meters, etc.)

## **Hours of Operation**

Foot scooters must be disabled from public use daily beginning at 9 PM. Vendor shall be responsible for collecting and removing its scooters from University Right of Way within two (2) hours of such disabling. Scooters may not be redistributed or enabled for public use on University Right of Way until 5 AM of the following day. With the exception of re-charge stations approved by the University and located on campus property, the **Vendor shall ensure that it or any of its contractors who re-charge each scooter shall do so off-campus and not in any way use University paid for energy.**

## **Complaints and Enforcement**

Parking and riding complaints received by the University shall be referred to the Vendor or vendor's authorized representative for resolution and response. The University will not be responsible for monitoring scooter parking or dumping on private property or other public property not owned or controlled by the University, but the University may impound scooters not parked in approved areas on campus. Vendor shall act swiftly and exercise due diligence in responding to complaints of unauthorized Fleet Scooters leaning against, blocking, dumped or left unattended on private property, or on other public property not owned or controlled by the Minnesota State Mankato. If the University incurs any costs or damages arising out of Fleet Scooter parking or riding complaints, violations, or other related costs that are not otherwise recovered with the University's collection of an impoundment release charge, the vendor shall reimburse the University for such costs within 30 days of receiving written notice.

## **Vendor Proposal Submission Requirements**

- Names of Contacts and Responsible Operators. Include biographies and qualification of local contacts and company representatives. E-mail addresses, phone numbers, and addresses should be included.
- Identify current market and clients; number type, location and duration of other mobility systems now being operated.
- Company history; length of corporate operation, and related or ancillary business operations beyond mobility systems.
- Provide a minimum of three (3) references of current clients having similar size and scope – name of organization, contact name, phone number, e-mail address.
- Provide specific details of the proposed electric foot scooter and supporting elements, including photos, renderings, etc.
- Indicate the number of scooters you propose at launch (between 50 and 200) and anticipated at the maximum during the program.
- Provide target of minimum rides per day per scooter.
- Provide the fees charged for scooter use. (Are rates different for University students, faculty and staff from non-Minnesota State Mankato users?) Describe proposed method for charging devices.
- Describe your plan and approach to parking devices in a manner that is safe, legal, and complies with the campus and state law.
- Describe GEO-fencing and virtual station capabilities.
- Describe how you will engage with users who repeatedly violate rules or otherwise misuse the system.
- Describe how you will address safety issues resulting from the speed differential between scooters and pedestrians on crowded multi-use sidewalks or pathways.
- Describe the outreach and engagement program planned. Include marketing, education, safety outreach, etc.
- Describe your plan (if applicable) to provide access off-campus – what is the plan for units leaving campus, traveling into other parts of the city? What are the needs for city permits, access to City Streets, etc.
- Describe practices you employ to ensure the security of data collected from users. What data practices are in place to ensure against third party use of data, collected for rental transactions.

## **Information Contact**

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

Name: David Cowan  
Title: Facilities Services Director and Parking & Transportation Administrator  
Address: 358 Wiecking Center – Mankato, MN 56001  
Telephone: 507-389-6931  
E-mail address: [david.cowan@mnsu.edu](mailto:david.cowan@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:

<b>Evaluation Criteria Categories</b>	<b>Evaluation Percentage</b>
1. Completeness, thoroughness, and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above.	20%
2. Experience/Qualifications of the vendor	20%
3. Equipment	25%
4. Consumer Pricing	10%
5. Data Security	25%
Total	100%

An RFP Evaluation Team will review all RFPs and score them using the above percentages. 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** on page 4.

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.

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

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at [mmd.help.line@state.mn.us](mailto:mmd.help.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

## **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.

## 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**

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 MinnState, 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 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 acknowledges that certain information about the Institution's students is contained in records maintained by the vendor and that this information can be confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g) and related Institution policies currently at [http://www.mnsu.edu/atoz/policies/studenteducationrecordsexp2019\\_posted.pdf](http://www.mnsu.edu/atoz/policies/studenteducationrecordsexp2019_posted.pdf) unless valid consent is obtained from the Institution's students or their legal guardians. Both parties agree to protect these records in accordance with FERPA and Institution policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. The Institution shall advise vendor whenever any Institution students have provided consent to release information to an extent broader than as provided for by FERPA or Institution policy.

Vendor agrees that it may create, receive from or on behalf of Institution, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). Vendor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Institution in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which vendor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of Institution, vendor agrees to provide Institution with a written summary of the procedures vendor uses to safeguard the FERPA Records.

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.

- Vendor must submit for review a completed Higher Education Cloud Vendor Assessment Toolkit (HECVAT) (see attachments) as part of its RFP submission.
- Vendor must detail its compliance with a recognized industry security standard (PCI< NIST 800 series, NIST Cybersecurity Framework, ISO 27001, etc.). Vendor must provide documentation on how vendor conforms to its chosen framework and indicate current certification level, where appropriate. Vendor must provide the results of a Statement on Standards for Attestation Engagements (SSAE) No. 16 [SSAE 16 - Overview](#) (formerly SAS 70) audit, or equivalent independent security audit, to attest to the strength of the Proposer's security practices and procedures. If Proposer objects to providing or is unable to provide the audit results, Proposer must, as part of its proposal, identify and describe in detail the reasons for Proposer's objection.
- Vendor must submit its privacy policy as part of its RFP submission.
- If service stores, transmits, or processes PCI DSS cardholder data, Vendor must submit their most recent PCI DSS Attestation of Compliance dated no more than 1 year prior to date of RFP submission. If Vendor cannot provide PCI Attestation of Compliance, Vendor must, as part of its proposal, identify and describe in detail the reasons for Vendor’s objection or why PCI DSS and/or PA DSS compliance is not applicable.
- If Vendor’s service stores, transmits, or processes ePHI (HIPAA) data, Vendor must submit HIPAA Compliance Attestation. If vendor cannot provide HIPAA Compliance Attestation, Vendor must, as part of its proposal, identify and describe in detail the reasons for vendor’s objection or why PCI DSS and/or PA DSS compliance is not applicable.
- If service stores, transmits, or processes ePHI (HIPAA) data, Vendor must be willing to agree to a Business Associates Agreement.
- If Vendor were to be selected, would Vendor agree to a vulnerability scan [penetration test] performed by Institution or a party of its choosing of all systems that would interact with the service proposed including any systems that would hold, process, or from which Institution data may be accessed? If Proposer objects to the vulnerability scan [penetration test], Proposer must, as part of its proposal, identify and describe in detail the reasons for Proposer's objection, or submit summary reports of its last three vulnerability scans [penetration tests].

## Section VI. RFP Responses

### Submission

Electronic proposals must be received at the following address not later than Friday, May 7, 2021, by 2:00 p.m. **Submit proposals ONLY to Jill Rollings. The responder shall submit an electronic response.**

Institution:	Minnesota State University, Mankato
Name:	Jill Rollings
<b>Email:</b>	<a href="mailto:jill.rollings@mnsu.edu">jill.rollings@mnsu.edu</a>
Title:	Facilities Purchasing Coordinator
Mailing Address:	358 Wiecking Center, MSU 415 Malin Street Mankato, MN 56001

**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.

#### **BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)  
–or–  
has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

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

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

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

#### **BOX B – For those companies not described in BOX A**

Check below.

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

#### **BOX C – For all companies**

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

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

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_ Printed Name: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

#### **For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance & Community Relations  
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](http://mn.gov/mdhr); Email: [compliance.mndh@state.mn.us](mailto:compliance.mndh@state.mn.us)

Affirmative Action Certification

**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: 651296-5663; 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: \_\_\_\_\_