

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Century College

REQUEST FOR PROPOSAL (RFP) FOR CHILD CARE SERVICES

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Century College 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 www.MinnState.edu/vendors. For this RFP, posting on the captioned web site above constitutes written notification to each Vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

June 2017

**REQUEST FOR PROPOSAL (RFP)
FOR
Childcare Services**

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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 31 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 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.

Century College is a fully-accredited two-year college located in White Bear Lake, MN and one of the largest of the 26 two-year public colleges in the Minnesota State system of postsecondary education. Century enrolls about 20,000 students annually.

The Century College vision is to be a national leader in transforming lives through an innovative, rigorous, and compassionate approach to education. To achieve this vision, Century College continually strives to:

1. Eliminate the [College's] racial achievement gap;
2. Establish Century as an institution dedicated to rigorous, experiential learning that stimulates inquiry;
3. Create clear pathways to transfer and employment;
4. Provide integrated holistic services to support student access and success; and
5. Align our resources to support student access and success.

Established in 1996 following the merger of Lakewood Community College and Northeast Metro Technical College, Century offers certificates, diplomas, Associate in Science (AS), Associate in Applied Science (AAS), and Associate in Fine Arts (AFA) degrees in programs that prepare students for employment and further education in over 60 areas of study within 40 high-demand career fields. Visit our website at www.century.edu.

Child Care Center Objectives

- A. To provide quality child care service from 6:30 am to 6:30 pm Monday through Thursday and 6:30 am to 5:30 pm on Friday during the Fall and Spring Academic terms in a clean, safe and accessible atmosphere. Summer operating hours will be mutually agreed upon by the College and Vendor based upon class scheduling and student need. During non-operating hours, the College reserves the right to utilize the space allocated to the center as needed.
- B. To provide the most complete and appropriate child care service operation in order to accommodate the College's educational philosophy, programs, activities and services.
- C. To include parents, guardians and College administration in decision-making through a committee structure in order to plan, promote and evaluate a consistent and varied educational child care service program.
- D. To provide drop in services for students and staff on a periodic and as needed basis.

- E. Provide child care services at a rate competitive with the market while extending reduced rates for Century College students.
- F. Provide engaging activities with age-appropriate curriculum goals.
- G. To provide a service that responds to the changing needs of the College and the community it serves.

Nature of RFP

Century College is requesting proposals to assist in providing Child Care Services. This RFP is undertaken by Century College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, Century College shall select the Vendor whose proposal, and oral presentation if requested, demonstrate in Century College’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. Century College 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 Century College. This RFP shall not obligate the Century College 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:

PROGRAM:

- Educational philosophy and curriculum
- Flexibility in scheduling including the ability to offer drop in service
- Sample calendar and schedule demonstrating structured and unstructured times
- Accreditation by professional association
- Health and healthy practices (menu items for snacks and beverages/fitness programs)
- Formal and informal communication with parents/guardians and Century College
- Schedule of fees charged to parents, students, community and any discounted fees offered
- Minnesota state licensing
- Minnesota Department of Human Services (DHS) history

STAFF:

- Professional staff education and certification
- Level of staffing (i.e. ratio of staff to children)
- Management, employee and student employee training programs, manuals and staff development opportunities
- Assessment models for staff, services, operations
- Memberships in professional associations

OPERATIONS:

- Safety and Security
- Emergency procedures

- Housekeeping procedures including sanitation policies and procedures
- Hours of operation, including discussion of both class and non-class days including services, Monday –Thursday from 6:30 am – 6:30 pm and Friday from 6:30 am. – 5:30 pm. During the Fall and Spring Academic terms with Summer hours should mutually be determined by the college and Vendor based upon class scheduling and student need. Drop in service opportunities.
- The services will be closed on official College holidays

OTHER:

- Past experience
- Business structure and numbers of years in business
- Transition plan from current provider to new provider, addressing consistency, cost and potential parent concerns
- Past three (3) years of operations budgets

Selection Process

The selection review group includes:

Joyce Coleman, Vice President, Enrollment Management and Student Services

Andrea Rystrom, Dean of Students

Suzanne Wennen Purchasing and Auxiliary Services Supervisor

Sonja Johnson, Dean of Customized Training & Continuing Education

Faculty Representative

Student Representative (preferably a student parent)

This group will evaluate the proposals and make a recommendation to the President of Century College for a final decision.

Selection and Implementation Timeline (Subject to Change)

Monday, June 12, 2017 CDT	Publish RFP notice in <i>State Register</i>
June 26, 2017, 4:00 p.m. (Century College Lincoln Mall)	Mandatory Pre-Bid/Informational meeting
July 10, 2017, 2:00 p.m.	Deadline for RFP proposal submissions
Week of July 10, 2017	Review RFP proposals
Week of July 17, 2017	Interviews conducted, if needed
No later than Friday, August 1, 2017	Complete selection process
Wednesday, August 31, 2017	Deadline for executing contract

Contract Awarded and Pricing Structure

Century College desires to enter into a rental contract with the successful Vendor. Year One of the contract, Century College agrees to charge the Vendor no rental fees. Years Two (2) and Three (3), Vendor agrees to pay Century College a monthly rental fee of \$1000 due by the tenth of each month. Subsequent years of the contract will be negotiated between Vendor and College.

Contract Term

The term of the Agreement shall commence on September 1, 2017, and end on August 31, 2020, and shall be reviewed for renewal of the Agreement for an additional one-year term, unless written notice of termination is given by either party hereto ninety (90) days prior to the expiration of the term.

If Century College and the selected Vendor are unable to negotiate and sign a contract by September 1, 2017, then Century College reserves the right to seek an alternative Vendor.

Century College desires to enter into a contract with the successful Vendor effective September 1, 2017. The length of such contract(s) shall be five (5) years unless terminated, canceled or extended as otherwise provided herein. If Century College and the Vendor are unable to negotiate and sign a contract by September 1, 2017, then Century College reserves the right to seek an alternative Vendor.

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 Century College and the successful Vendor.

Contract Termination

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

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Century College.

College: Century College, located as 3300 Century Ave. N., White Bear Lake, MN 55110

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.

Vendor: The firm selected by Century College 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 Chief Financial Officer of the College.

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.

Mandatory Pre-Bid/Informational Meeting

Century College will hold a mandatory pre-bid/informational meeting on Monday, June 26, 2017 from 4:00 – 5:00 p.m. CDT on East Campus in E2555 East Cafeteria Conference Room, at Century College 3300 Century Avenue, White Bear Lake, MN. All potential or interested responders must attend the meeting. Please email Suzanne Wennen at Suzanne.Wennen@century.edu to sign up to attend the meeting.

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 Century College 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 (Minnesota State) system, its Board of Trustees or Century College 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. Century College 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

Century College

Section III. Vendor Requirements

- 3.1 It is specifically understood and agreed that such items relative to childcare services which are not herein covered may be added to or excluded from this proposal and resulting contract by the College without voiding in any manner the provisions of the existing contract. Such additional or deleted coverage shall be furnished to the College by Vendor with such additional consideration as is necessary.
- 3.2 Recognizing that the successful performance of this contract is dependent on favorable response from the parent clients, Vendor shall meet monthly with the designated Dean of Students and authorized committees to effect adjustments in operations, and shall cooperate at all times to maintain maximum efficiency and good public relations with the College's students, employees and families.

Vendor must report all written complaints to the designated Dean of Students and how these complaints were resolved. A written copy of each complaint should be on file with the Dean of Students.
- 3.3 At the end of the first three months of the contract period, the parties upon mutual agreement may adjust the specific terms of this contract where circumstances beyond the control of either party require adjustments. All requested contract adjustments shall be proposed in writing to the College for consideration. All required contract amendment(s) shall be issued by the College. Any amendments to the contract must be executed by the same parties who executed the original contract.
- 3.4 Vendor shall be responsible for obtaining all required permits, licenses, insurances, accreditation, and bonding to comply with pertinent College regulations and municipal, county, state and federal laws.

- 3.5 Vendor shall furnish all management, labor and supplies necessary for the efficient and effective operation of child care services included in this contract.
- 3.6 The College permits Vendor to use the space designated to carry out the terms of this contract. Subsequent modifications of the space shall be subject to mutual agreement. The College shall provide heat, air conditioning, sewer, electricity, and cold and hot water. Vendor agrees to exercise care to keep these energy services to a reasonable minimum, and comply with established energy conservation practices, regulations and policies. Outdoor signs indicating corporate name are not permitted without prior approval of the designated Dean of Students in consultation with the college Physical Plant Manager. The Vendor shall be responsible for providing their own Internet service provider and will not have access to the College's wired or wireless networks.
- 3.7 The College shall have the right of inspection of all childcare service areas, storage and auxiliary service rooms and the operations of Vendor. The College shall have the right to make reasonable regulations and Vendor agrees to comply. Authorized representatives of the College shall have access to all areas of said premises at any and all times. During non-operating hours, the College reserves the right to utilize the space allocated to the center as needed.
- 3.8 The relationship of Vendor to the College shall be that of independent contractor, any other provisions herein notwithstanding. Employees of Vendor or other persons engaged in the performance of any work or services required by Vendor under this agreement, shall not be considered employees of the College. Any and all claims under the Worker's Compensation Act of Minnesota on behalf of said employees or any third party as a consequence of any act or omission on the part of Vendor's employees or other persons while so engaged in any of the work or services to be rendered, shall in no way be the obligation or responsibility of the College. The College's representative shall have no direct control over Vendor's employees. Any provisions for such control herein shall be exercised only through Vendor or the person assigned by Vendor as the Director of the Child Care Center. Applicant files and documentation regarding qualifications are open to the College Director of Human Resources and Dean of Student Services.
- 3.9 Prior to beginning operations, Vendor shall supply the College with a complete list of all employees to be used in the operation, and such list shall include the title or position, qualifications and emergency phone numbers. Such list shall be kept current, and all revisions or changes shall be furnished to the College monthly.
- 3.10 The College shall be informed by Vendor of the schedule of Vendor's audit of the records and operations of the child care center. The College shall have the option to participate in Vendor's audits and shall receive full report of these audits.
- 3.11 Using an agreed upon College and Vendor template, by the fifth day of each month, Vendor shall provide monthly reports of student attendance by days and ages, and the report shall include an audit that outlines types of children served to include: Century College students, Century College employees, Century College alumni and community members.

- 3.12 Charges of Vendor for the services not permitted by State Statute or beyond the scope of this contract shall be an expense of Vendor and shall not be an expense of the College.

PERSONNEL, EMPLOYMENT PRACTICES, STAFFING AND SCHEDULES

- 3.13 Vendor's full time, Director of the Child Care Center shall have demonstrated experience and training in early childcare and development and childcare administration.
- 3.14 Personnel relations of employees on Vendor's payroll shall be Vendor's responsibility. Vendor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.
- 3.15 Vendor shall provide background checks on all employees, including student workers.
- 3.16 The College from time to time may request the professional services of Vendor to assist on a consulting basis in the development of layouts and specifications for new or remodeled childcare facilities or areas.
- 3.17 All management and staff personnel of Vendor shall present a professional, positive, pleasant and courteous attitude.
- 3.18 Employees are to be kept well informed by Vendor about organizational and operational changes, so that they can respond to parents' inquiries. Employees are to be encouraged to share parent comments and suggestions with management.

EQUIPMENT, UTILITIES, SUPPLIES AND SPACE USE

- 3.19 The College shall provide Vendor with a beginning physical inventory, including a refrigerator and microwave oven. The Vendor will supply all toys and indoor/outdoor play systems that will be used within the center. These items will be inventoried at the beginning of the contract and will remain the property of the Vendor upon termination.
- 3.20 The College shall maintain an up-to-date annual physical inventory of all major appliances provided during the life of this contract. The appliances will remain the College's property and will be returned to the College at the expiration of the contract period. It is incumbent upon Vendor to take reasonable care of these appliances.
- 3.21 Ownership of major appliances purchased by the College shall remain with the College. Such appliances shall not be temporarily or permanently removed from the premises without the College's prior written approval.
- 3.22 All equipment, furniture, supplies and/or renovated facilities not provided by the College that Vendor deems necessary will be provided by Vendor at its expense. This includes, but is not limited to, all toys and indoor/outdoor play systems used within the Childcare Center. The College shall not reimburse Vendor for these additional equipment, furniture, supplies, or renovation expenses. Any major renovations to the Center require prior written approval from the College. The Vendor is responsible for maintaining all equipment and appliances for use in the area as needed. The College will cooperate with the Vendor by providing repairs and maintenance services within the usual and customary scope of the existing College maintenance staff responsibilities at no extra charge.

- 3.23 With respect to the major appliances provided by the College, the College makes no implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, Vendor shall have the benefit of any warranty or guarantee given the College by the manufacturer or the seller of the equipment.
- 3.24 On termination or expiration of this contract, the College shall conduct a physical inventory of all major appliances. At that time, Vendor shall surrender the facilities and furnishings to the College in as good condition as at the start of the contract, ordinary wear and tear, and loss or damage by fire, flood or other perils covered by extended coverage insurance excepted.
- 3.25 Vendor has the responsibility to consult with the College on the disposition or use of major appliances owned by the College. The disposition or declaration as surplus shall be the responsibility of the College and in accordance with State inventory control procedures.
- 3.26 Vendor is responsible for control of keys obtained from the College and the security of these areas for which and when they are used by representatives. Vendor shall be responsible for immediately reporting all the facts relating to losses incurred as a result of break-ins to areas of the child care center.
- 3.27 The College is responsible for the cost of re-keying and replacing lock cylinders, as determined by the College. Vendor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of Vendor's negligence and/or loss of keys.
- 3.28 Access to Facility – Exterior doors and gates shall remain locked during business hours. The College is responsible for installing and maintaining security access for all exterior entryways.
- 3.29 The College does not guarantee an uninterrupted supply of water, steam, electricity, gas, heat or air conditioning. However, it shall be diligent in restoring service following an interruption. The College shall not be liable for any product loss that may result from the interruption or failure of any such utility services.
- 3.30 Vendor shall pay for telephone charges.
- 3.31 Upon termination or expiration of this contract, Vendor shall vacate the premises and deliver the premises to the College in the same condition that the premises are in at the time Vendor entered the premises hereunder, reasonable use and wear excepted.
- 3.32 The College facilities equipment, services and staff are used for the purpose of carrying out the functions of the College. Vendor shall not use College designated facilities, equipment, services or staff in support of outside activities unless specifically authorized in writing by the Purchasing and Auxiliary Services Supervisor, based on a judgment that such activities contribute to and serve the College's purpose and the use is consistent with College regulations.

EQUIPMENT AND FACILITIES MAINTENANCE, REPLACEMENT AND SANITATION

- 3.33 The premises, major appliances and facilities shall be maintained by Vendor throughout the life of this contract in condition satisfactory to the College and in compliance with the State of Minnesota Administrative Code, the State Department of Human Services the County of Washington and City of White Bear Lake and their respective Boards of Health. Thus, Vendor shall adhere to the highest standards of cleanliness and sanitation practices to insure continual sanitation in all functions and matters related to the execution of the terms of this contract.
- 3.34 All material, equipment and supplies used at the child care center must comply fully with all safety requirements as set forth by all applicable O.S.H.A. standards, the Department of Human Services Chapter 9503, and child care center rules and regulations promulgated by the City of White Bear Lake, Department of Community Services, Division of Health.
- 3.35 During the course of performing the services necessary to satisfy the requirements of this contract Vendor is fully liable for public and private protection while work is in process or at any site exposed as a potential hazard. Vendor must provide warning devices and/or signs which shall be prominently installed and displayed and be fully in compliance with the safety regulations.
- 3.36 Consultant inspectors of the State Department of Human Services, the National Association for the Education of Young Children (NAEYC) or other accrediting body, State, County or City Boards of Health, and State, County, or City Fire and building inspectors shall have complete cooperation and access to all child care service areas on inspections which they may conduct. These inspections may be at the request of the College or on said agencies own discretion. On completion of inspection, agency inspectors shall furnish copy of each inspection report to Vendor with copy to the College.
- 3.37 Vendor is responsible to implement corrective operating measures required as a result of these inspections and reports within ten (10) days of notification or as specified by the inspector (whichever is sooner). The College shall be responsible for facilities repair or modifications as set forth in this contract.
- 3.38 Vendor shall clean and disinfect all tabletops, changing tables, countertops, toys and chairs daily and conduct spot pickup of items on the floor in the childcare center. The Vendor shall provide general cleaning of the childcare center each day after the center has closed for the day. The Vendor shall provide complete floor cleaning throughout the facility on a quarterly basis.
- 3.39 When the College performs routine building maintenance of insect and pest control in all areas, the Daycare Center will be included at no cost to the Vendor. Vendor shall cooperate by maintaining a clean environment so that the College can provide an insect and pest free environment.

- 3.40 Vendor shall provide an adequate inventory of any employee aprons, towels, potholders and such other related linens. Vendor shall be responsible for the laundry, cleaning and maintaining an adequate inventory of these items.
- 3.41 The College shall be financially responsible for the cost of premise removal of trash, garbage and recycled materials resulting from the childcare center in compliance with a schedule approved by the College.
- 3.42 The College shall provide waste containers and recycling containers in sufficient quantity to maintain sanitary standards for trash disposal and recycling. Vendor shall provide trash bag liners as needed. Waste containers and recycling containers shall be kept in a clean and satisfactory condition at all times, and emptied as often as necessary by the College to maintain sanitary conditions. Vendor shall be expected to see that the areas meet standards of orderliness at all times.
- 3.43 Vendor shall be responsible for the costs of maintaining first aid equipment and supplies in all areas.
- 3.44 The College shall furnish and maintain fire extinguisher equipment and supplies, and Vendor shall notify the College immediately of extinguisher use.
- 3.45 The College is responsible for the periodic cleaning of hood ducts, plenums and related vents and fans. Vendor shall be responsible for weekly routine cleaning maintenance of hoods and filters up to but not including the ductwork.
- 3.46 An aggressive program of accident prevention and safety education shall be used by Vendor. Fire extinguishers and fire alarms will be available for use as needed. Employees are to be trained by Vendor on where to find them and how to use them. All accidents and injuries to children or staff requiring immediate medical attention, abnormal incidents, or incidents which could jeopardize Vendor's licensure status shall be orally reported to the College immediately. Written details of any such incident shall be delivered by Vendor to the College Director of Public Safety with a copy to the Dean of Students within one business day of the incident.
- 3.47 An Evacuation Plan shall be developed in collaboration with the College Director of Public Safety. Vendor is responsible for reviewing and evaluating Evacuation Plan with College on an annual basis.

LIABILITY FOR REVENUE AND EXPENSE ITEMS

For the purpose of establishing a ready reference of financial terms for child care services, the following glossary of revenue and expense identification is provided. This glossary does not imply that all categories will be used.

The glossary of revenues and expenses for Child Care services related to this contract for which Vendor is responsible are as follows:

1) Paper Supplies:

Including baby wipes, foam, paper or plastic plates, cups, trays, glasses, flatware, napkins, table linen, wrapping materials, and necessary dispensers. Parents supply disposable diapers and baby wipes.

2) Labor Costs:

A. Wages/Salaries:

Salaries and wages for all employees exclusive of fringe benefits including substitute personnel hired when regular staff are ill or otherwise gone from the center.

B. Vacation/Holiday/Sick Leave:

Accurate period provisions for vacation, holidays, and sick leave wages on a reserve basis; when paid or charged to a reserve account and credited to wages.

C. Group Insurance:

Expenses of Vendor for employee's medical, dental, disability, catastrophic or other related group insurance. Deductions from employees for their share of group of insurance, life and/or other.

D. Worker's Compensation:

Statutory.

E. Overtime:

Total dollar amount for nonexempt employees.

F. Unemployment Compensation and Payroll Taxes:

Charges by headquarters office for company portion of operation contribution.

G. Other Allowable Personnel Costs:

- Employer portion of Union dues
- Employer portion of profit sharing contributions
- Staff development, training and education
- Required employee health exams
- State related travel expenses
- Employee meals
- Membership dues

3) Shortage and Overages:

Gross cash shortages or overages.

4) Insurance and Bonding:

Expense of Vendor for insurance coverage and bonding requirements.

5) Program Equipment and Supplies:

Initial purchase and replacement of furnishings, equipment, supplies, and equipment not supplied by the College.

6) Cleaning Equipment Supplies:

Expenses of Vendor for detergent, sanitizer, brooms, vacuums, mops, sponges and rinse compounds used for cleaning and washing dishes, pots and pans, toys and equipment, including those compounds used for personal hygiene of the child care center.

7) Laundry Service:

Costs of Vendor for washing and/or dry cleaning towels, children's clothing, bedding, etc.

8) Office Supplies, Postage, Printing:

Expenses normally incurred in the performance of standard office operations and printing costs of brochures, parent handbooks, etc. used for the child care services at the College.

9) Approved Public Relations, Advertising, Programs & Promotion:

Expenses in the amount specified for mutually agreed items resulting in improved marketing of the child care service and such other expenses required to maintain or improve revenues and the image of the child care service.

10) Food and Beverages:

Expenditures on food and beverages necessary to provide juice and snacks to children and employees.

11) Food Supplies:

Expenditures on cookware, disposable utensils, disposable serving dishes, disposable plates, napkins and other supplies associated with serving or preparing food.

12) Transportation and Field Trips:

Expenditures necessary to provide local transportation or transportation for field trips, including expenses associated with purchase and maintenance of a van or other vehicle for use by the child care center.

13) Telephone:

Expenses for all telephone services.

14) Painting and Redecorating:

Materials and labor costs.

15) Janitorial Services:

Materials and labor for daily cleaning of the child care center.

16) Accreditation Fees:

Fees charged by the National Association for the Education of Young Children (NAEYC) or other accrediting agency as part of the accreditation process.

17) Administration:

Vendor is financially responsible for the following administration and management expenses:

- Consulting and administrative services
- Professional employment recruiting fee
- Bank service charges
- Legal and professional fees
- All applicable taxes
- Labor and labor relations
- Professional journal subscriptions and books
- Community contributions
- Employee parties and contributions
- Social or professional organization membership dues

18) Other:

Other expenses not identified in this contract and which are not approved in writing by mutual agreement.

The glossary revenues and expenses of child care service related to this contract for which the College is responsible are as follows:

1) Utilities Expense:

Including electricity, hot and cold water, heat, gas, refrigeration.

2) Pest Control:

Costs of routine premise pest control services, equipment and supplies.

3) Rubbish and Garbage Removal:

Charges for removal of rubbish and/or garbage resulting from the child care center.

4) Recycling Materials Removal:

Charges for removal of recycled items resulting from the child care center.

5) Public Relations, Advertising, Promotions and Programs:

Expenses which are reasonable and mutually agreed relating to improved marketing of the child care services. Standard promotion by Century College will be College publications and other notices consistent with promotional guidelines.

PROGRAM DESCRIPTION:

3.48 Operational Capacity

Total number of possible childcare placements: 45

Toddlers (16 through 33 months of age)

Preschoolers (34 months through five years of age)

School-Age (Kindergarten through 12 years of age)

Any combination of the above not to exceed state licensing requirements - 45 total toddlers, preschoolers and school-ages.

3.49 Operational Days & Hours:

Days and hours of operation are based on enrollment. Typically the Child Care Center will be open year round (Monday – Thursday) from 6:30 am to 6:30 pm and 6:30 am. – 5:30 pm (Friday) during the Fall and Spring Academic terms. Summer operating hours will be mutually determined by the College and Vendor based upon class scheduling and student need. The Child Care Center will follow the academic schedule for closing during breaks, holidays, staff conferences, and for emergencies. In addition, it is expected that drop in services be provided on a demand basis that would provide flexibility for Child Care Center users. The Child Care Center shall be open to appropriately cover the hours needed per demand. During non-operating hours, the College reserves the right to utilize the space allocated to the center as needed.

3.50 Clientele

Priority for openings in the child care center will be given as follows:

First Priority: Children of Century College students, who are currently enrolled

Second Priority: Children of Century College employees

Third Priority: Children of prior students/alumni

Fourth Priority: General public and their children may be eligible

Vendor will be responsible for administrative enrollment policies and procedures, which take these priority ranks into account. The policies and procedures are subject to approval by the college.

3.51 Minimum Staff: Child Ratios

Vendor must, at a minimum, comply with the minimum staff: to child ratios established by the Minnesota Department of Human Services.

3.52 Curriculum

The curriculum will be developmentally based, focusing on the individual social, cognitive and physical needs of the children. Vendor services shall reflect national best practices. Curriculum should reflect College child care policy and strategic plan.

3.53 Facility Location

The Center will be located at 3300 Century Ave. N, White Bear Lake, Minnesota.

3.54 Food Service

Vendor will provide nutritional morning and afternoon snacks. The Center space will include a refrigerator and microwave oven.

3.55 Racial, Ethnic and Cultural Diversity:

Efforts will be made to maintain diversity among the staff, children and families participating in the program. The child care program curriculum will reflect recognition of and respect for each child's unique cultural heritage.

3.56 Staff Wages, Benefits and Working Conditions:

Wages, benefits and working conditions are to be determined and administered by Vendor. Work Study student wages will be determined and paid by Century College.

3.57 Fees:

Fees charged to parents will be as reasonable as possible. Century College student parent rate must be provided on an annually agreed upon scale by the Vendor and College.

3.58 Tobacco-Free Campus Policy:

Pursuant to Minnesota Statute 16B.24, Subd. 9, there will be no tobacco use allowed in the child care center, on or near the child care center playground or entrance. Vendor will inform and enforce with staff and parents.

3.59 Parent Advisor Board:

Vendor will be expected to meet quarterly with a Parent Advisory Board composed of parents of children enrolled in the Center. The designated Dean of Students will establish and chair the Board.

Information Contact

Century College's agent for purposes of responding to inquiries about the RFP is:

Name: Suzanne Wennen
Title: Purchasing and Auxiliary Services Supervisor
Address: Century College
3300 Century Ave. N, White Bear Lake, MN 55110
Telephone: 651.773.1714
E-mail address: Suzanne.wennen@century.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Century College 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 will be used by Century College to evaluate the responses:

1. expressed understanding of proposal objectives
2. qualifications of the Vendor and its personnel
3. completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above
4. consistency of the proposed solutions to Century College's present and future needs
5. cost in relation to level of service to be provided.
6. preference, targeted group, economically disadvantaged business and individuals
7. preference, service disabled/veteran-owned business and individuals
8. proposed childcare rates

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

Century College reserves the right to name a date at which all responding Vendors will be invited to present demonstrations or participate in an interview. Century College 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 Century College 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. 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 Contractor agrees to obtain, maintain in force and furnish satisfactory evidence, during the term of this agreement, the following:

B. Insurance Requirements:

1. Workers' Compensation Insurance. The Contractor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the Contractor 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 Contractor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims, sexual abuse and molestation claims, and property damage claims which may arise from operations under the contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

In addition, the following coverages must be included:

Premises and Operations Liability

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

Century College

C. Insurance Conditions:

- The Contractor agrees to notify Century College within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the College.
- The insurance policies must be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent); Financial Size

Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

- Contractor's policies(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State Colleges and Universities with respect to any claim arising out of Contractor's performance under this Agreement.
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by this Agreement.

D. Century College reserves the right to immediately terminate this Agreement if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be available for inspection by Century College and copies of policies must be submitted to Century College's authorized representative upon written request.

E. Contractor is required to submit Certificates of Insurance acceptable to MN State Colleges and Universities as evidence of the required insurance coverage prior to commencing work under this Agreement.

State Audit

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

Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The Vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected Vendor. If the Vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the Vendor must:

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

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

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 Minnesota State'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 Minnesota State and Century College.

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

The Vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State and Century College 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.

FERPA School Official Requirement

To the extent that the awarded Vendor will have access to any private student data, the Vendor is required to be designated a “school official” with “legitimate educational interests” in Minnesota State and the Schools’ data, as those terms have been defined under FERPA and its implementing regulations, and the Vendor will agree to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. The selected Vendor will agree to use Minnesota State and School data only for the purpose of fulfilling its duties under the resulting contract, which includes providing forensic investigation services, for Minnesota State and the Schools’ benefit, and will not monitor or share such data with or disclose it to any third party except as required by law, or authorized in writing by Institution.

Section VI. RFP Response Submission

Submission

Sealed proposals must be received at the following address not later than **2:00 p.m. Friday, April 28, 2017**.

Institution: Century College
Name: Suzanne Wennen
Title: Purchasing and Auxiliary Services Supervisor
Address: 3300 Century Avenue N
White Bear Lake, MN 55110

- 1) The responder shall submit two (2) copies of its RFP response and an electronic copy via jump drive or compact disc with the RFP response in Microsoft Word format.
- 2) Proposals are to be in a sealed envelope or package addressed to Suzanne Wennen at the above address.
- 3) The responder’s name and address must be clearly written on the outside and marked “Child Care Services” in the lower left corner of the envelope.
- 4) One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the Vendor.
- 5) 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.

Exhibit A. Affidavit of Non-Collusion

**STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION**

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

Exhibit B. Human Rights Certification Information and Affirmative Action Data Page

NOTICE TO CONTRACTORS AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over \$100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over \$100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for two (2) years. For additional information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, Minnesota 55101.

AFFIRMATIVE ACTION DATA PAGE – FOR RESPONSES IN EXCESS OF \$100,000 ONLY

If a response to this solicitation is in excess of \$100,000, complete the information below to determine whether the business or firm is subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement and to provide documentation of compliance if necessary. *It is the sole responsibility of the business or firm to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the response and to obtain Human Rights certification prior to the execution of the contract.*

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$75.00 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 \$75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101.

How to determine which boxes to complete on this form:

<p>complete boxes...</p> <p>Then you must these</p> <p>On any single working day within the previous 12 months, the company...</p>	<p>Box A</p>	<p>Box B</p>	<p>Box C</p>	<p>Box D</p>
<p>employed more than 40 full-time employees in Minnesota.</p>	<p>•</p>			<p>•</p>
<p>did not employ more than 40 full-time employees in Minnesota but did employ more than 40 full-time White Bear Lake in the state where the company is domiciled.</p>		<p>•</p>		<p>•</p>
<p>did not employ more than 40 full-time employees in Minnesota or the state where the company is domiciled.</p>			<p>•</p>	<p>•</p>
<p>BOX A – For a company which has employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months,</p> <p>Its response will be rejected unless the company:</p> <p>has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)</p> <p><i>-or-</i></p> <p>has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.</p> <p>Check one of the following statements if the company has employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:</p> <p><input type="checkbox"/> We have a current Certificate of Compliance issued by the MDHR. Include a copy of your certificate with your response. Proceed to BOX D.</p> <p><input type="checkbox"/> We do not have a current Certificate of Compliance but we have submitted an affirmative action plan to the MDHR for approval which the Department received on _____(date) at _____(time). [If you do not know when the Department received your plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract can be executed. Proceed to BOX D.</p> <p><input type="checkbox"/> We do not have a Certificate of Compliance and have not submitted an affirmative action plan to the MDHR. <i>We acknowledge our response will be rejected.</i> Proceed to BOX D.</p>				

Note: A Certificate 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 reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B - For a company which has not had more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is domiciled,

the company may achieve compliance with the Minnesota Human Rights Act by certifying it is in compliance with applicable federal affirmative action requirements.

Check one of the following statements if the company has not employed more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is located:

- We are not subject to federal affirmative action requirements. **Proceed to BOX D.**
- We are subject to federal affirmative action requirements and are in compliance with those requirements. **Proceed to BOX D.**

BOX C – For a company not described in BOX A or BOX B,

The company is not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on a single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D.**

BOX D – For all companies

By signing this statement, you certify the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: _____
Authorized Signature: _____
Printed Name: _____
Title: _____
Date: _____ Telephone number: _____

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Unit

Mail: 190 East 5th Street, Suite 700

Metro: 651.296.5663

St. Paul, MN 55101

Toll Free: 800.657.3704

Website: www.humanrights.state.mn.us

Fax: 651.296.9042

Email: employerinfo@therightsplace.net

TTY: 651.296.1283

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

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

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

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

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

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

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

DISABLED INDIVIDUAL CLAUSE

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

- C. In the event of a Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
- D. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the Vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.
- E. The Vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the Vendor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

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

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

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

Equal Pay Certificate Application

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

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

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

Signature	Print Name	Date
-----------	------------	------

Business Name	Business Address
---------------	------------------

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

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

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

1. Principal place of business is in Minnesota.

and

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

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

Claim the Preference

By signing below I confirm that:

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

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

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