State of Minnesota

Minnesota State Retirement System (MSRS)

REQUEST FOR BID

Onsite Liebert Maintenance, Repair, and Supply

Date posted on MSRS website and sent to potential interest list: August 4, 2026

- Bid Responses must be received not later than **3:00 PM, CDT (Central Daylight Time), September 2, 2026**
- Late responses will not be considered
- As of July 1, 2025, certain terms are unenforceable in state contracts. See Session Laws, 2025 Regular Session, Chapter 39, Article 2, Sec. 45.

Minnesota's Commitment to Diversity and Inclusion

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651.201.2402 or go to the Office of Equity in Procurement home page, at https://mn.gov/admin/business/vendor-info/oep/.

SPECIAL NOTICE: This is a request for bid. It does not obligate the State of Minnesota to award a contract or complete the proposed program, and the State reserves the right to cancel this solicitation if it is considered in its best interest.

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SECTION 1 – INSTRUCTIONS TO RESPONDERS

Steps for Completing Your Response	Follow the steps below to complete your response to this Solicitation: Step 1: Read the solicitation documents and ask questions, if any Step 2: Write your response Step 3: Submit your response
Incomplete Submittals	A response must be submitted along with any required additional documents. Incomplete responses that materially deviate from the required format and content may be rejected.

STEP 1 – READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY

How to Ask Questions	The contact person for questions is: Kris Wenner, Contract Manager Minnesota State Retirement System (MSRS) Kris.Wenner@mnretire.gov
Pre-Bid Meeting	Questions should be emailed to the contact by 3:00 PM, CDT August 20, 2026. Other personnel are not authorized to answer questions regarding this Solicitation. A pre-bid meeting to see the Liebert System will take place on August 19, 2026 at 11:00 AM at the Retirement Systems Building, First Floor Lobby, 60 Empire Drive, St. Paul, MN 55103. *Attendance is optional.* ***RSVP by 3:00 PM August 18, 2026***.

STEP 2 – WRITE YOUR RESPONSE

The Response Content section is in this link to Section 4. Prepare a written response and supply all requested content. Responses should address the requested information and documents detailed in Section 4. DO NOT INCLUDE Non-Public/Trade Secret data (as defined in this link to Minn. Stat. § 13.37).

Review, sign, and include the Responder Declarations with your response.

STEP 3 –SUBMIT YOUR RESPONSE

Where to Send Your Response	Submit your response by email to: MSRS Kris Wenner Kris.Wenner@mnretire.gov Subject Line of Email to read “RFB 84; *Responder’s Company name*” Bids must be received not later than **3:00 PM, CDT, September 2, 2026**. Responses received after end date above will not be considered, even if errors or delays were caused by issues outside of responders’ control. By submitting a response, responder is making a binding legal offer for the period of time set forth below in Section 5, Conditions of Offer.

SECTION 2 – SPECIFICATIONS AND STATEMENT OF WORK

State agency, Minnesota State Retirement System (MSRS) is requesting bids from vendors for a maintenance, repair, and supply contract to provide onsite maintenance for its Liebert Deluxe System 5 ton – DX unit, model number PX011DG1A8, located on the ground floor and roof at 60 Empire Drive, St. Paul, Minnesota 55103.

Preventive Maintenance (PM)
The unit must have onsite preventive maintenance performed twice (2 times) per year each Spring and Fall, dates and times as scheduled and directed by MSRS. PM service must be provided during normal business hours.

1. Check and replace air filters as required.
2. Clear debris from impellers. Clean out debris and leaves that accumulate within the protective fencing and barricade.
3. Check and adjust belt tensions. Verify fan safety switch operation.
4. Check humidifier pans for mineral deposits, and ensure water make-up valves are dry and drains are clear.
5. Inspect refrigerant lines and levels, inspect suction and discharge pressures.
6. Check fuses, and verify proper operation sequences
7. Clean the air-cooled condenser coil, check the motor mounts, inspect motor bearing and refrigerant lines.
8. Examine the glycol pump for leaks and proper operation.
9. Inspect the chilled-water valve for proper operation and adjust and/or tighten the linkage.
10. Ability to switch the air-conditioning unit into a “free cooling mode” during the Fall PM and switch it back to Non a “free cooling mode” or standard mode in the Spring.

AC Condensing Unit Maintenance Quality Assurance

Selected contractor guarantees all AC condenser cleaning and coil maintenance services are free from workmanship defects for a period of thirty (30) days from the Date of Service. If MSRS finds cotton, leaves, or other ambient debris build up that cause system airflow restrictions, coil icing, or reduced cooling capacity within this 30-day window, Contractor will return to the site and re-clean the condensing unit at no charge to MSRS.

Normal Business Working Hours
For purposes of this RFB, normal business hours are from 8:00 A.M. through 4:30 P.M., Monday through Friday, excluding State holidays.

State Holidays
The number of the service days will exclude all State Holidays: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

1. **Parts and Supplies**

When selected Contractor's technician and MSRS determine that part(s) or supplies are near its replacement period, it will be replaced.

MSRS will request a quote with the name of Parts and Supplies from the vendor. Necessary part replacements will be made with new parts. Quote will include the cost of the part(s) or supplies, but not tax (which is paid by MSRS directly to the Minnesota Department of Revenue) in its detailed invoice.

Before parts or supplies replaced, upon mutual agreement to both parties, a contract amendment will be executed.

2. **Maintenance Service/Repairs**

All equipment maintenance and/or replacement must be made on-site, unless otherwise approved by MSRS. If the equipment has not been restored to full operation within four (4) hours after the service technician’s arrival, the technician must propose all options and should arrive at a solution acceptable to MSRS site contact or designee prior to leaving MSRS.

History of Maintenance and Repair Records Selected Contractor must maintain sufficient records to document all history of maintenance and repairs in order to provide detailed recommendations of maintenance issues. All documentation must be submitted to MSRS upon request, or within 5 business days of the maintenance visit.

3. **Response time and Service Calls**

Response time is defined as the time interval between the service call by MSRS and the on-site arrival of the Contract Vendor's technician and must not exceed four (4) hours. The Contract Vendor's staff must notify MSRS site contact of the expected arrival time of the service technician within one (1) hour of the initial service call.

The Contractor must have company-paid dispatch employees available 24 hours a day, 7 days a week. The Contractor agrees that contract work under this contract shall take priority over incidental work of the Contractor. All equipment service and/or replacement must be made on-site, unless otherwise approved by the MSRS. If the equipment has not been restored to full operation within four (4) hours after the service technician's arrival, the technician must propose all options and should arrive at a solution acceptable to MSRS site contact or designee prior to leaving the MSRS location.

SECTION 3 – BID INSTRUCTIONS AND ADDITIONAL INFORMATION

1. **Anticipated Contract Term.**

The initial contract term is October 1, 2026 to September 30, 2028 with the option to extend up to a total of five years, in one-year increments through amendments as determined by MSRS.

The estimated total dollar value of the contract for the initial two-year contract period is $5,000 to $9,000. However, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this solicitation are estimated quantities only and impose no obligation upon the State either minimum or maximum.

2. **Pre-Bid Meeting.**

An optional pre-bid meeting will take place at the date and location listed in Section 1. Responders may attend the pre-bid meeting prior to submitting their response.

3. **Question and Answer Instructions.**

All questions should be submitted no later than the date and time listed in Section 1, Instructions to Responders.

MSRS anticipates that the answers to questions will be provided by August 21, 2026 at https://www.msrs.state.mn.us/vendors under Current MSRS Opportunities.

The State is not obligated to answer questions submitted after the question due date and time.

Only personnel listed above are authorized to discuss this solicitation with responders. Contact regarding this solicitation with any personnel not listed above could result in disqualification. This provision is not intended to prevent responders from seeking guidance from state procurement assistance programs regarding general procurement questions.

If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the solicitation, please immediately notify the contact person detailed above in writing of such error and request modification or clarification of the document.

4. **Dispute Resolution Procedures.**

Any issue a responder has with the RFB document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the contact person for this solicitation prior to the solicitation opening due date and time. Any issue a responder has with the Contract award must be submitted in writing to the contact person for this solicitation within five business days from the time the intent to award or the Contract award date is made public. This public notice may be made by a notification by letter or email. The State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: the contact person for this solicitation, the Office of State Procurement (OSP) Acquisitions Manager, and the OSP Director.

SECTION 4 – RESPONSE CONTENT

Please submit the following information:

1. Specifications. Responder must offer goods and services that meet the specifications detailed in Section 2 and Exhibit C: Specifications and Statement of Work of the Sample Contract.

2. Pricing. Review complete and submit Attachment B, Pricing, which is attached to this solicitation. Prices are firm through the initial period of the contract. After that period, prices may increase once a year upon MSRS approval with an amendment. MSRS would request a quote from the Contractor and execute a contract amendment mutually agreeable to the parties.

   The Responder's hourly price includes, but is not limited to, government taxes, prevailing wage requirements, overhead, profit, equipment and supplies, Social Security, unemployment compensation, insurance payments, employees' fringe benefits, complete insurance coverage of employees, property damage, public liability insurance, et

   All shipments shall be FOB Destination. (Free on Board Destination), meaning the selected contractor retains ownership, responsibility, and risk of loss for goods until they safely reaches MSRS' specified location. The selected contractor also pays for the freight and transit costs. Freight charges must be prepaid and allowed (with freight included in the price), to MSRS' receiving dock.

   Prices must be submitted in United States currency.

   Do not include sales tax in your pricing. The State of Minnesota holds Direct Pay Permit 1114.

Submit all requested documentation, including, but not limited to, the following documents:

- Attachment A: Responder Declarations Form
- Attachment B: Pricing

DO NOT INCLUDE Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).

SECTION 5 – UNENFORCEABLE TERMS AND SOLICITATION TERMS

Unenforceable Terms

As of July 1, 2025, certain terms are unenforceable in state contracts. See Session Laws, 2025 Regular Session, Chapter 39, Article 2, Section 45.

Unenforceable terms

(a) A contract entered into by the state shall not contain a term that:

(1) requires the state to defend, indemnify, or hold harmless another person or entity, unless specifically authorized by statute;
(2) binds a party by terms and conditions that may be unilaterally changed by the other party;
(3) requires mandatory arbitration;
(4) attempts to extend arbitration obligations to disputes unrelated to the original contract;
(5) construes the contract in accordance with the laws of a state other than Minnesota;
(6) obligates state funds in subsequent fiscal years in the form of automatic renewal as defined in section 325G.56; or
(7) is inconsistent with chapter 13, the Minnesota Government Data Practices Act.

(b) If a contract is entered into that contains a term prohibited in paragraph (a), that term shall be void and the contract is enforceable as if it did not contain that term.

Solicitation Terms

1. **Competition in Responding**

The State desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to Kris Wenner as listed in the Solicitation before the due date and time. If changes are made, MSRS will issue an addendum.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

2. **Addenda to the Solicitation**

Changes to the Solicitation will be made by addendum with notification and posted at https://www.msrs.state.mn.us/vendors . Any addenda issued will become part of the Solicitation.

Withdrawing Response

A responder may withdraw its response prior to the due date and time of the Solicitation. A responder may withdraw its response by notifying Kris Wenner in writing of the desire to withdraw.

After the due date and time of this Solicitation, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to Kris Wenner within a reasonable time and prior to MSRS' detrimental reliance on the response.

3. **Rights Reserved**

The State reserves the right to:

- Reject any and all responses received;
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Require responders to conduct presentations, demonstrations, or submit samples;

- Award by location or item, including category, by groups of items, or all items (therefore, the responder is encouraged to offer a response for all locations or items); and
- Interview key personnel or references.

4. **Responses are Nonpublic during Evaluation Process**

All materials submitted in response to this Solicitation will become property of the State. During the selection process, with the exception of information that becomes public after bids are due, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the selection process as defined by Minn. Stat. § 13.591. The completion of the selection process is defined as the State having completed its evaluation and has ranked the responses. The State will notify all responders in writing of the selection results.

5. **Trade Secret Information**

5.1 Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37.

5.2 In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense.

5.3 The State does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 13.37.

5.4 A responder may present and discuss trade secret information during an interview or demonstration with the State, if applicable.

6. **Conditions of Offer**

Unless otherwise approved in writing by the State, Responder's response pertaining to the sale of goods will remain firm for 90 days, until it is accepted or rejected by the State.

Unless otherwise approved in writing by the State, Responder's response pertaining to the sale of goods or general services will remain firm for 180 days, until it is accepted or rejected by the State.

7. **Award**

Any award that may result from this solicitation will be based upon the established selection process. The State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the State, providing each responder is in compliance with all terms and conditions of the solicitation. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.

8. **Requirements Prior to Contract Execution**

Prior to contract execution, a responder receiving a contract award must comply with any submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance.

9. **Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference**

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the State as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned (VO) businesses will receive points equal to 12% percent of the total points available as preference.

For TG/ED/VO certification and eligibility information visit the Office of Equity in Procurement website at https://mn.gov/admin/business/vendor-info/oep/ or call the Division's Helpline at 651.201.2402.

10. **Specifications**

A response will be held to strict compliance with the specifications. If a response deviates from the specifications, the deviation must be clearly noted and the State reserves the right to reject the response. All specifications are for new items unless otherwise noted in the solicitation. When brand name or manufacturer's name or numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the solicitation states: "No Substitute." Responses may be considered on other alternate makes, models, or brands having comparable quality, style, and performance characteristics. Any alternates included in a response are subject to State approval.

11. **Prohibited Substances.**

Contractor shall not provide any goods containing triclosan, coal tar, or polybrominated diphenyl ether to the State. Amara's Law (Minn. Stat. § 116.943) will take effect in Minnesota January 1, 2025, and applies all products sold or distributed under the contract. The law prohibits the sale or distribution of some products with intentionally added PFAS within Minnesota.

Solicitation Attachments

ATTACHMENT A: RESPONDER DECLARATIONS FORM

The undersigned certifies, to the best of his/her/their knowledge and belief, that:

A. **Response Contents.** The information provided is true, correct, and reliable for purposes of cost evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law

B. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.

C. **Non-Collusion Certification.**

1. The Bid has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and

2. The contents of the Response 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 other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

D. **Organizational Conflicts of Interest.** To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,

1. a vendor is unable or potentially unable to render impartial assistance or advice to the State;
2. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
3. the vendor has an unfair competitive advantage.

If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State's Chief Procurement Officer which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

E. **Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above. Further, by signing this form, I acknowledge that the above-named responder accepts, without qualification, all terms and conditions stated in this solicitation (including the sample contract) except those clearly outlined as exceptions above.

The State presumes a responder agrees to the terms and conditions of this solicitation's Sample Contract unless a responder takes specific exception to one or more of the conditions on this form.

The State reserves the right to reject, negotiate, or accept any exception listed to the State's terms and conditions (including those found in the Sample Contract).

INSTRUCTIONS: A responder must explicitly list all exceptions to State's terms and conditions, if any (including those found in the attached Sample Contract). Reference the clause number and page number of the State's term and condition for each of a responder's exceptions. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their response. (*Add additional pages if necessary.*)

Clause and Page Number	**Suggested Change to Clause**	**Explanation or Justification**

Company Name: ____________________

Signature: ____________________

Printed Name: ____________________

Title: ____________________

Date: ____________________

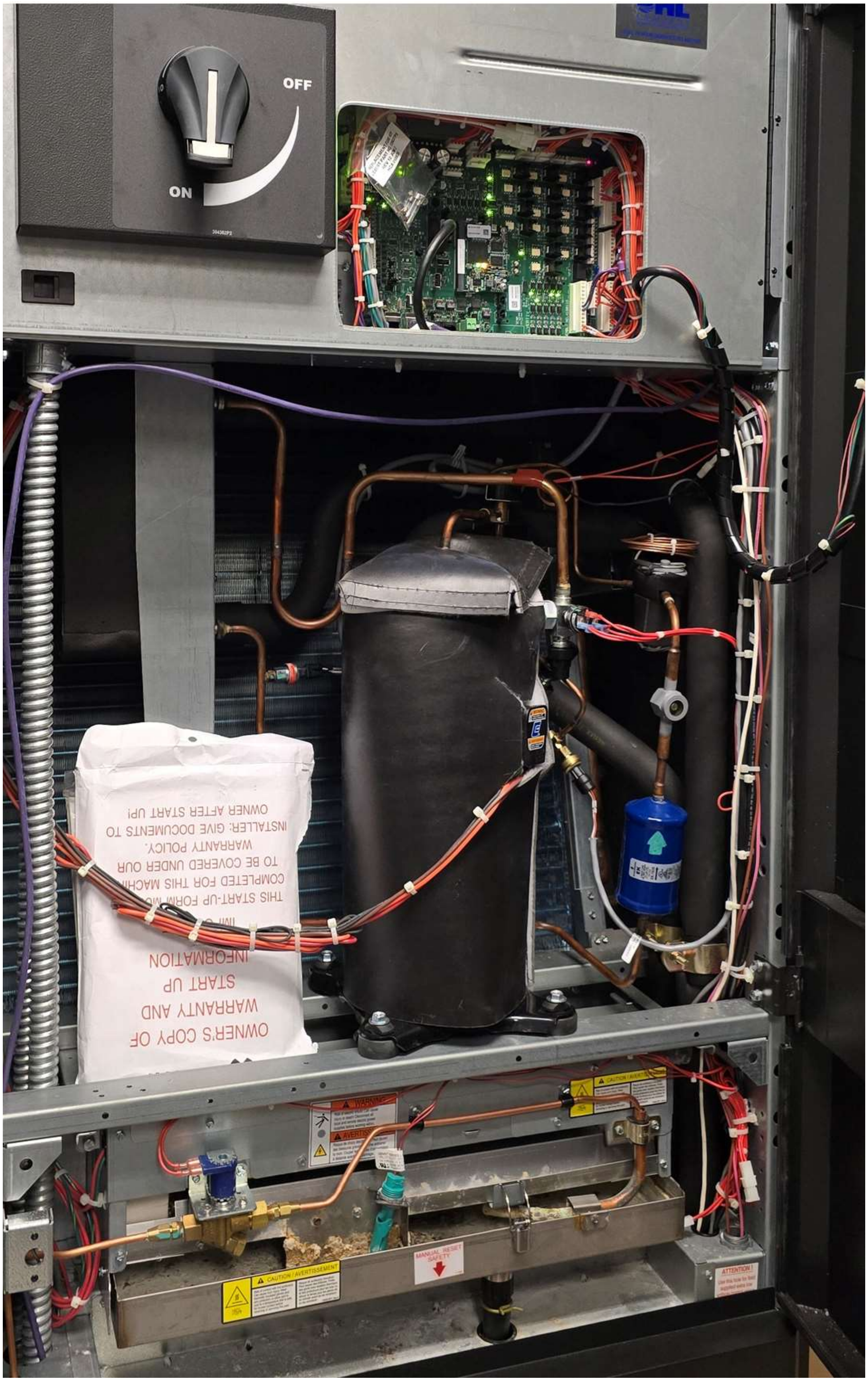
Phone Number: ____________________

Email Address: ____________________

2.	**Material Costs** Material costs mark-up: ___%
3.	**Hourly cost for service calls, as described in SECTION 2 – SPECIFICATIONS AND STATEMENT OF WORK:** “Normal Working Hours” - Monday through Friday, 7:30 a.m. – 4:30 p.m.: $_.__/hr. “After Hours” - Monday through Friday, 4:31 p.m. – 7:59 a.m.: $_.__/hr Weekends and State Holidays: $_.__/hr.
7.	**Eligible Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference Vendor** ☐ *Yes* ☐ *No*

ATTACHMENT C: PHOTOS

First Floor Data Center


OFF
ON
OWNER'S COPY OF
WARRANTY AND
START UP
INFORMATION
WARRANTY POLICY.
INSTALLER: GIVE DOCUMENTS TO
OWNER AFTER START UP!
MANUAL RESET
SAFETY

Roof

SAMPLE State of Minnesota Service Contract

SWIFT Contract Number:_____________

This Contract is between the State of Minnesota, acting through the Executive Director of the Minnesota State Retirement System, 60 Empire Drive, St. Paul, Minnesota, 55103 ("MSRS" or "State") and Contractor whose designated business address is XXXXXXX ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. State issued a Request for Bid ("Solicitation");

2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

3. Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract**

   1.1 Effective date. XXXX, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

   1.2 Expiration date. XXXX, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to additional increments as determined by the State, through a duly executed amendment.

2. **Contractor's Duties**

The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

The Contractor, who is not a State employee, shall: XXX

3. **Representations and Warranties**

3.1 Under Minn. Stat. § 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.

3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

4. **Time**

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. **Consideration and Payment**

5.1

Consideration. The State will pay for performance by the Contractor under this Contract as follows:

5.1.1 Compensation. The Contractor will be paid: XXX .

5.1.2 Total obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed $ XXX

5.2 Payment.

5.2.1 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices must be submitted timely and according to the following schedule: XXX

Contractor will not submit invoices more frequent than on a monthly basis. Summary type invoicing and reports must be provided and available electronically at least twice a year, but no more frequently than monthly, and include these fields:

Purchase Order Number
Invoice Number
Contract Number
Equipment Type
Equipment Identification Number

Equipment Location
Maintenance/Service hours and location of service
Cost of Parts/Supplies
Explanation of work performed per charge indicated on the invoice
Date of work performed

If applicable, Holiday, Overtime or Double Time hours explained

To ensure prompt payment, all invoices must be sent by E-mail to:

msrs_ap@mnretire.gov (In the subject line include MSRS Contract number and the name of MSRS ’Authorized Representative.)
Or
Minnesota State Retirement System
Accounts Payable
60 Empire Drive, Suite 300
St. Paul, Minnesota 55103-3000

Conditions of payment. All services delivered by the Contractor under this Contract must be performed to the State’s satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. **Authorized Representative and MSRS Site Contact**

6.1 The State's Authorized Representative is XXX or his/her/their successor or delegate, and has the responsibility to monitor the Contractor’s performance.

6.2 Contractor’s Authorized Representative. The Contractor's Authorized Representative is XXX at the following business address and telephone number: XXXX, or his/her/their successor. If the Contractor’s Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

6.3 MSRS’ Site contact is XXX at the following business address, email and telephone number: XXXX, or his/her/their successor.

7. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Contract Terms
Exhibit B: Insurance Terms
Exhibit C: Specifications and Statement of Work
Exhibit D: Price

1. **State Encumbrance Verification**
   Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: ___________________________________

Signature: _____________________________________

Title: ______________________ Date: _______________

SWIFT Contract No. ______________________________

2. **Contractor**
   The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: ___________________________________

Signature: _____________________________________

Title: ______________________ Date: _______________

3. **Minnesota State Retirement System**

   With delegated authority

Print Name: ___________________________________

Signature: _____________________________________

Title: ______________________ Date: _______________

Exhibit A: Contract Terms

1. **Prompt Payment and Invoicing.**

1.1 Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

1.2 Invoicing. The invoice must be submitted as described in the Contract Consideration and Payment Section 5.2.1. See Section 5.2.1, for minimum invoice requirements.

2. **Assignment, Amendments, Waiver, and Contract Complete.**

2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

3. **Termination.**

3.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

3.2 Termination for Breach. The State may terminate this Contract, with cause, upon 30 days' written notice to Contractor of the alleged breach and opportunity to cure. If after 30 days, the alleged breach has not been remedied, the State may immediately terminate the Contract.

3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota

Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

4. **Force Majeure.**

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

5. **Indemnification.**

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. **Subcontracting and Subcontract Payment.**

7.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the State's Authorized Representative can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

Contractor will require that the provisions of this Contract apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

7.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

8. **Data Disclosure.**
Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

9. **Government Data Practices.**
The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

10. **Contractor's Documents.**
Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

11. **State Audits.**
Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract. Publicity and Endorsement.

11.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

11.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

12. **Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.**
Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**
If Non-discrimination (in accordance with Minn. Stat. § 181.59).

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

14. **Survival of Terms.**
The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; and Data Disclosure. Any other Contract term that expressly states or by its nature shall survive, shall survive.

Exhibit B: Insurance Requirements

1. **Notice to Contractor.**

   1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.

   1.2 Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract

   1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.

   1.4 The State reserves the right to immediately terminate this Contract 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 open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

2. **Notice to Insurer.**

   2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

   2.2 Insurance certificate holder should be addressed as follows:

3. **Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:**

   3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.

   3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;

   3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;

   3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

   3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

   3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

   3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. **Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:**

4.1 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use 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 by the Contractor under the contract. Insurance minimum limits are as follows:

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

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

4.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 **Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

Exhibit C: Specifications and Statement of Work

This page is "Intentionally Left Blank" for Contract Sample purposes. After the contract has been awarded to the selected contractor, the Specifications, Duties, and Scope of Work will be on this page as Exhibit C and it will become part of the actual, executed contract.

Exhibit D: Price

This page is “Intentionally Left Blank” for Contract Sample purposes. After the contract has been awarded to the selected contractor, Price will be on this page as Exhibit D and it will become part of the actual, executed contract.