

**Request for Proposal
Electronic Health Records and
Medical Practice Management System**



**Minnesota State University Moorhead
Facilities Purchasing Office**

Request for Proposal

**Electronic Health Records and
Medical Practice Management System**

Return proposals to: Minnesota State University Moorhead

CURRENT DATE: December 18, 2009

RFP OPENING DATE: *January 22, 2010*

RFP OPENING TIME: 3PM CST

Email: _____
Name of Vendor Firm: _____
Firm Contact: _____ Phone: _____ Fax: _____
Mailing Address: _____
Web Address (if any): _____
Email: _____
Signature of Authorized Agent: _____ Date: _____

**Proposals are being accepted by Minnesota State University Moorhead for an
Electronic Health Records and Medical Practice Management System.
See specifications in the RFP following.**

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

SUBMISSION

Proposals are to be submitted in a sealed envelope, plainly marked "Proposal: Electronic Health Records and Medical Practice Management System" along with the Company's name and date and time of the scheduled opening. Minnesota State University Moorhead, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified. Proposals made in pencil or forwarded using e-mail and the internet will be rejected.

LIABILITY

Company agrees to indemnify and save and hold the University, its agents and employees harmless from any and all claims or causes of action arising from the performance of this agreement by Company or Company's agents or employees.

This clause shall not be construed to bar any legal remedies Company may have for the University's failure to fulfill its obligations pursuant to this agreement.

ACCESSIBILITY; COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

The University **IS NOT** responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA. Questions regarding the Alternate Format Statement, TTY Statement, and Meeting Accessibility Statement should be directed to the Office of Disability Services, 218.477.5859 (V/TTY).

DISCLAIMER

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

MINNESOTA DATA PRACTICES ACT

The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY MOORHEAD**

**REQUEST FOR PROPOSAL (RFP)
FOR
Electronic Health Records and
Medical Practice Management System**

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or Minnesota State University Moorhead/ Office of the Chancellor 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 University Moorhead reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State University Moorhead also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the web site, <http://www.mnstate.edu/hendrix/>. Any questions must be submitted in writing to:

"Carol Grimm" <grimm@mnstate.edu>;

SUBJECT: Electronic Health Records and Medical Practice Management System

The questions are linked to the project representative's e-mail. The answers to questions will be posted on the web site on the day listed in the RFP. For this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

REQUEST FOR PROPOSAL (RFP)
FOR
Electronic Medical Records and Medical Management System

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Section I. General Information

Subsection 1 – Background

Minnesota State Colleges and Universities is the seventh-largest system of higher education in the United States. It is comprised of 32 two-year and four-year state colleges and universities with 53 campuses located in 46 Minnesota communities. Minnesota State Colleges and Universities serves approximately 240,000 students annually in credit-based courses, an additional 130,000 students in non-credit courses, and produces 32,000 graduates each year. For more information about Minnesota State Colleges and Universities, please view its website at www.mnscu.edu.

Minnesota State University Moorhead has been a cornerstone of activity in northwestern Minnesota since its founding as a State Teachers College in 1885. The University serves as a tremendous resource and asset to Fargo-Moorhead, a thriving community of more than 200,000 people.

With more than 8,000 students, faculty and staff, Minnesota State University Moorhead is the institution of choice for students from the region, other states and countries. An athletic program and a dedication to providing students with a solid academic foundation offers students exceptional learning and life experiences, encouraging them to embrace challenge and expect the best education has to offer.

The mission, Minnesota State University Moorhead is a caring community promising all students the opportunity to discover their passions, the rigor to develop intellectually and the versatility to shape a changing world. The academic programs at the University are founded upon a common liberal studies experience and emphasize developing the unique talents of each student. The University provides baccalaureate-level programs in the liberal arts, natural and social sciences, teacher education, business and technology, the fine arts, and professional areas. It provides selected graduate programs in response to regional needs. The University encourages scholarly and creative endeavors that promote a commitment between faculty and students according to their disciplines; continue professional development; and to excel in learning. The University enhances the quality of life in the region with the professional, cultural, and recreational services offered by its students, faculty, and staff.

Minnesota State University Moorhead continues to upgrade the campus and facilities with recent construction of a new science center, new Wellness Center, remodeling of the old science building and education complex.

Nature of RFP

Minnesota State University Moorhead is requesting proposals for an electronic health record and medical management system. This RFP is undertaken by Minnesota State University Moorhead pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

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

Ability to download from the university records system.
Efficiency and ease of use of the EHR system.
Flexibility of billing, insurance, scheduling, triage, and other features.
Timely Support to the campus when problems occur.
Cost: transition costs and ongoing support expenses.
Demonstrated ability to understand the needs of a college health clinic.
System integration: One module with everything linked vs. multiple independent modules or programs – integrated electronic health record / medical management system

Selection Process

The selection process includes

Director of Health Services
Staff Physician/Nurse Practitioner/Nursing
Insurance/Billing Representative
Director of IT Services
Counselor
Administrative Assistant
Coordinator of Health Promotion
Laboratory Technician

This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

Publish RFP **December 18th, 2010**
Submit Question in writing By **January 11, 2010**
Answers to Questions posted on web site. **January 12 -19, 2010**
Deadline for RFP proposal submissions **January 22, 2010**
Review RFP proposals **January 27th, 2010**
Complete selection process **February 15th, 2010**
Proposed Deadline for executing contract **March 15th, 2010**

Contract Term

Minnesota State University Moorhead desires to enter into a contract with the successful vendor(s) effective March 15th, 2010. The length of such contract(s) shall be 5 years. If Minnesota State University Moorhead and the vendor are unable to negotiate and sign a contract by March 15th 2010, then Minnesota State University Moorhead reserves the right to seek an alternative vendor(s).

Parties to the Contract

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

Contract Termination

Minnesota State University Moorhead may cancel the contract(s) upon 30 days written notice, with or without cause. The vendor(s) may cancel the contract(s) upon 181 days written notice, with or without cause.

Definitions

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

MnSCU: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Minnesota State University Moorhead.

School: Minnesota State University Moorhead

Office of the Chancellor: 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 Minnesota State University Moorhead as the successful responder(s) responsible to execute the terms of a contract.

EHR: Electronic Health Record and comprehensive medical practice management system

Applicable Law

A contract entered into as a result of this RFP shall be governed and interpreted under the laws of the State of Minnesota.

Contract Assignment

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

Entire Agreement

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

Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the vendor's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the vendor shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A vendor's failure to raise an issue related to the terms, conditions, specifications or manner of this RFP prior to the proposal submission deadline in the manner described shall constitute a full and final waiver of that vendor's right to raise the issue later in any action or proceeding relating to this RFP.

Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between Minnesota State University Moorhead 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 Minnesota State University Moorhead to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Minnesota State University Moorhead also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

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

Section II. Parties to the RFP

Minnesota State University Moorhead

Section III. Vendor Requirements

Student Health Services is seeking to contract with a CCHIT qualified vendor for a comprehensive medical practice management system that includes an electronic medical record (EMR). Multiple options and phase-in of modules may be presented. Discussion should include programmatic elements, features, compatibility with outside programs and services, linkages needed for compatibility, and limitations and all itemized costs

Vendor should discuss

1. The product's ability to download from the university registrar system, A Minnesota State Colleges and Universities Integrated Statewide Records System (relational database run by Oracle) for the purpose of obtaining student registration information (Name, DOB, SSN, Tech ID, home and campus address, etc).
2. The ability to provide seamless linkages (one module/program) that connects medical records, counseling center records, billing, insurance, immunization registries, electronic records, triage, nursing functions, laboratory, and pharmacy. Verify that all systems components within your software interface and specify exactly what systems your program interfaces with externally (compatibility).
3. Its functional ability to operate as a wireless system.
4. Ease of use of appointment module with features such as click and drag to move appointments, triage screens for walk-ins, verification of registration directly through medical management system, appointment booking and change appointment features for nurses, providers, etc. Ability to schedule repeating appointments, and provide patient education.
5. Features such as automatic E/M coding, with ICD-9, CPT, HCPCS, DMS-IV – TR diagnostic codes, lab interface, and pharmacy interface.
6. If system runs with server site located at campus or at remote location or if both options are available (include cost of each option).
7. If medical management system was created for a clinic, counseling center, hospital or student health environment. If it is not student health based, what adaptations have you made to support the unique needs of a student health services.

8. Availability of pharmacy module as part of system. If no, what requirements are needed for compatibility to link to a pharmacy module?
9. Security and privacy features and compliance with state and federal laws.
10. Ability to bill to multiple insurance companies or bill specific charges on an account to a student directly. Capability of billing, insurance and appointment modules.
11. Ability to describe the support features for the electronic medical record.
12. Reports generated within system without needing to purchase additional report module or pay for customized reports.
13. How fees are determined (by number of machines, # of providers, # of total staff, FTE, etc).
14. An itemized breakdown of all costs related to purchase, training and start-up and a 5-year breakdown of annual fees (maintenance, licensing, etc.)
15. Verification that charges can be electronically submitted to an insurance company with or without batching.
16. Phasing timelines for conversion and implementation
17. Training of current staff and new staff as they are hired.
18. Experience in working with College Health Clinics and College Counseling Center on campuses of 7,500 or larger. Please give a minimum of three college health center references.
19. Link to current system for archiving and retrieval.

All bidders must verify CCHIT certification

Pricing must include itemized breakdown of both product purchases (modules available and features included in each), linkages to other system (pharmacy, laboratories, etc), university records system, Dragon Speak Software, and all training costs. The university reserves the right to purchase certain modules and not others. Pricing should also include the cost of an annual contract projected each year for a period of 5 years

Information Contact

Questions regarding this RFP need to be submitted in writing, and submitted to:

"Carol Grimm" <grimm@mnstate.edu>;

SUBJECT: Electronic Health Records and Medical Practice Management System

The questions are directed to the contact person below.

Name: Carol Grimm

Title: Director, MSUM Student Health Services

Address: 1104 7th Ave. So.

Moorhead, MN 56563

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

Section IV. Response Evaluation

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

1. Expressed understanding of proposal objectives. All vendor requirements are fully discussed and features and services not available are fully disclosed. Completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all vendor requirements listed above (20%);
2. Implementation – ability to download from university system and provide seamless linkages to systems presently running (10%)
3. Training at startup and ongoing support (10%);
4. Cost – itemized initial costs and 5 year licensing and ongoing costs (20.0%);
5. Qualifications of the vendor and its personnel (experience of staff with college health) (10%);
6. Clearly delineated appointment scheduling, billing, insurance EHR capabilities (10%)
7. Ability of the proposed program to meet the present and future needs of the MSUM Student Health Services infrastructure (10%); and
8. Other issues as addressed in proposal (10%)

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

Problem Resolution Process

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

Affidavit of Non-Collusion

All responding vendors are required to complete Exhibit A, the Affidavit of Non-Collusion, 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 Exhibit B, 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, 680 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363A.36. Failure to comply shall be grounds for rejection.

Insurance Requirements

A. The selected vendor will be required to submit an ACCORD Certificate of Insurance to the Minnesota State University Moorhead /OFFICE OF THE CHANCELLOR's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insured. The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of

A- (Excellent) or better prior to execution of the contract.

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

1. **Workers' Compensation Insurance.** The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
2. **Commercial General Liability.** The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:
\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

In addition, the following coverage must be included:

Products and Completed Operations Liability
Blanket Contractual Liability

Name the following as Additional Insured's:

Board of Trustees of the Minnesota State Colleges and Universities
Minnesota State University Moorhead

3. **Commercial Automobile Liability.** The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:
\$2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverage should be included:

Owned, Hired, and Non-owned

Name the following as Additional Insured's:

Board of Trustees of the Minnesota State Colleges and Universities
Minnesota State University Moorhead

4. **Errors and Omissions (E & O) Insurance.** The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the vendor's professional services required under this contract. The minimum insurance amounts will be:
\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

The vendor will be required to submit a certified financial statement providing evidence the vendor has adequate assets to cover any applicable E & O policy deductible.

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

State Audit

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

Minnesota Government Data Practices Act

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 Colleges and Universities, its schools and the Office of the Chancellor 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 and an award decision made. 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 Colleges and Universities, its agents and employees, from any judgments or damages awarded against the State or MnSCU in favor of the party requesting the materials, and any and all costs connected with that defense.
- This indemnification survives MnSCU'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 MnSCU.

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 VP of Administration, Dan Kirk 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 Office of the Chancellor 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 Office of the Chancellor 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 MnSCU'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, section 270B.02, subdivision 1, 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 Statutes Chapters 270B and 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 Colleges and Universities and Minnesota State University Moorhead.

The vendor shall recognize MnSCU'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, MnSCU and Minnesota State University Moorhead 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.

Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address no later than January 22, 2010 @ 3:00 p.m. CST

Institution: MINNESOTA STATE UNIVERSITY MOORHEAD

Name: Mark Rice

Title: Comptroller

Mailing Address: BUSINESS OFFICE, 1104 7th Ave South, MOORHEAD, MN 56563

The responder shall submit original plus 3 copies of its RFP response. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside along with the title of the RFP. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

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

Fax and e-mail responses will not be considered.

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

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 Electronic Records and Medical Management System 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 University Moorhead 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:

Then you must complete these boxes...				
On any single working day within the previous 12 months, the company...	Box A	Box B	Box C	Box D
employed more than 40 full-time employees in Minnesota.	•			•
did not employ more than 40 full-time employees in Minnesota but did employ more than 40 full-time employees in the state where the company is domiciled.		•		•
did not employ more than 40 full-time employees in Minnesota or the state where the company is domiciled.			•	•

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,

Its response will be rejected unless the company:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

-or-

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

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:

- ☐ We have a current Certificate of Compliance issued by the MDHR. Include a copy of your certificate with your response. **Proceed to BOX D.**
- ☐ 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.**
- ☐ We do not have a Certificate of Compliance and have not submitted an affirmative action plan to the MDHR. *We acknowledge our response will be rejected.* **Proceed to BOX D.**

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 MnSCU 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, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; TTY: 651.296.1283.

MnSCU 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 MnSCU 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 two (2) 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:
