

**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES (MnSCU)  
FORMAL REQUEST FOR BID (RFB)**

**RESPONSE DUE DATE AND TIME: Tuesday, March 1, 2011 at 2:00 pm**

**TITLE OF PROJECT: Plasma Cutting System for the Welding Technology Lab**

**GEOGRAPHIC LOCATION REQUIREMENTS: St. Cloud Technical and Community College, 1540 Northway Drive, St Cloud, MN 56303**

**RESPONSES MUST BE RECEIVED AT THE LOCATION LISTED BELOW:**

St. Cloud Technical and Community College  
1540 Northway Drive  
St Cloud, MN 56303

<b>Contact Name:</b>	<b>Susan Meyer, Purchasing Agent</b>	<b>Bruce Peterson, Academic Dean</b>
<b>Phone:</b>	<b>320-308-5973</b>	<b>320-308-0978</b>
<b>Fax:</b>	<b>320-308-5027</b>	<b>320-308-5905</b>
<b>e-Mail:</b>	<a href="mailto:smeyer@sctcc.edu">smeyer@sctcc.edu</a>	<a href="mailto:bpeterson@sctcc.edu">bpeterson@sctcc.edu</a>

Your response to this Request for Bid (RFB) must be returned sealed. Sealed responses must be received no later than the due date and time specified above, at which time the names of the vendors responding to this RFB will be read. **Late responses** cannot be considered and the responses will be rejected.

The laws of Minnesota and MnSCU Board of Trustees policies and procedures apply to this RFB.

All attached General RFB Terms and Conditions, Specifications and Special Terms and Conditions are part of this RFB and will be incorporated into any contract(s) entered into as a result of this RFB.

All responses to this RFB must be prepared as stated herein and properly signed. **Address all correspondence and inquiries regarding this RFB to the Contact person named above. This is a request for responses to an RFB and is not a purchase order.**

**PAYMENT TERMS:**

**Payment Terms (check one):** Net 30 \_\_\_\_; 2% 30 \_\_\_\_; **Other (specify):** \_\_\_\_\_ (see item 12 on following page for clarification of "Other")

If its response is accepted by MnSCU within 30 days from the due date, the undersigned responder agrees to deliver in accordance with its response and the terms and conditions of this RFB. If the response is accepted, it will become part of a legal and binding Contract between the responder and MnSCU. The Contract will be in force upon full execution by the responder and MnSCU.

**Name of Responder:** \_\_\_\_\_

**If the responder is a corporation, list the state of incorporation:** \_\_\_\_\_

**Complete Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(The individual signing certifies that he/she has signed on behalf of the responder in accordance with General Terms, Conditions and Instructions No. 4.)**

**Type or print name clearly:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

For TTY/TDD communication, contact us through the Minnesota Relay Service at 1-800-627-3529

## GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

1. **INTRODUCTION.** This Request for Bid does not commit MnSCU to award any contract or to pay any costs incurred by responders. The following terms set forth the minimum requirements of MnSCU and may be included in the contract entered into by MnSCU and the Contractor. Any materials submitted may be incorporated by reference in the final contract.
2. **TIME OF SUBMISSION.** All sealed responses must be received by the MnSCU Contact Person identified on page 1 by the due date and time. All responses will be time-stamped showing the date and time received. **LATE RESPONSES WILL NOT BE CONSIDERED.**
3. **ALTERATIONS OR ERASURES.** An alteration or erasure of any price contained in the response may be rejected unless the price figure is crossed out and the correction is initialed by the person who signed the response. **THIS INCLUDES, BUT IS NOT LIMITED TO, CORRECTION FLUID AND TYPEWRITER CORRECTION TAPE.**
4. **AUTHORIZED SIGNATURE.** The response must be fully executed by an officer or other authorized representative of the responder. Proof of authority of the person signing the response must be furnished upon request.
5. **FACSIMILE OR E-MAIL RESPONSES.** Neither facsimile nor e-mail responses will be considered unless specifically authorized by MnSCU in the RFB document.
6. **ACCEPTANCE OR REJECTION OF RESPONSES.** MnSCU reserves the right to accept or reject any or all responses.
7. **ADDENDA TO THE RFB.** Changes to the RFB will be made by written addendum. Any addenda issued will become part of the RFB. Each responder must follow the directions on the addendum. All requests for clarification must be directed to the MnSCU Contact Person.
8. **RESPONDER ERRORS.** Prior to the opening of sealed responses any responder may withdraw its response by notifying the MnSCU Contact Person in writing of the desire to withdraw, by appearing in person at the MnSCU location identified on page 1 and withdrawing the response, or by facsimile received by the Contact Person requesting withdrawal of the response. After sealed responses are opened, 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 the MnSCU Contact Person within a reasonable time after the responses were opened and prior to MnSCU's detrimental reliance on the response.
9. **SPECIFICATIONS.** Responses will be held to strict compliance with the specifications. If a response deviates from the specifications, the deviation must be clearly noted. MnSCU reserves the right to reject any or all responses that are not an approved equal.
10. **MATERIAL DEVIATION.** The responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede MnSCU's terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFB. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS AND CONDITIONS, SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the RFB General or Special Terms and Conditions and specifications that:

- a. Gives the responder taking the exception a competitive advantage over other responders, or
- b. Gives MnSCU something significantly different from that which MnSCU requested.

11. **PRICES.** A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.
12. **PAYMENT.** Payment will be made within 30 days after receipt of an undisputed invoice unless responder entered a discount for earlier payment on page 1 under PAYMENT TERMS.
13. **PUBLICITY.** The Contract Vendor shall make no representations of MnSCU's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of MnSCU. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs and similar public notices.
14. **TAXES.** MnSCU is subject to paying Minnesota sales and use taxes. Please see the Special Terms, Conditions and Specifications for specific guidance on taxes for the RFB.
15. **RESPONSIBLE VENDOR.** If MnSCU, on the basis of available evidence, concludes that a particular vendor appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.
16. **NONRESPONSIVE OFFERS.** Responses that do not comply with the RFB will be considered non-responsive and will be rejected.
17. **AWARD.** Unless otherwise provided for in the RFB, the award will be made to the lowest priced responsible vendor meeting all of the terms and conditions and specifications.

- a. **LOW-TIED RESPONSES.** Low-tied responses will be referred to the Chancellor or delegate. The Chancellor or delegate may enter into negotiation with the low-tied responders when the Chancellor or delegate deems such action to be in the best interest of MnSCU.
- b. **TG/ED PREFERENCE.** In accordance with Minn. Stat. § 471.345, Subd. 8 and Board Procedure 5.14.5, Part 10, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFB. The preference is applied only to the first \$500,000 of the response to the RFB. Eligible TG businesses must be currently certified by the Department of Administration Materials Management Division (ADMIN MMD) prior to the bid opening date and time. To verify TG/ED certification, refer to the MMD's website at [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us) under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the MMD's website under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's Help Line at 651-296-2600.

18. **GOVERNING LAW.** The RFB and the Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota.
19. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat § 181.59 prohibiting discrimination.
20. **JURISDICTION AND VENUE.** Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.
21. **ASSIGNMENT.** The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of MnSCU's Chancellor or delegate. This consent requirement includes reassignment of the Contract due to a change in ownership, merger or acquisition of the Contractor or its subsidiary or affiliated corporations.
22. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, Contractors are required to provide their Federal Employer identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contractor to file a tax return and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and MnSCU personnel involved in the payment of MnSCU obligations.
23. **LIABILITY.** Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. MnSCU's liability is governed by the Minnesota Tort Claims Act., Minn. Stat. § 3.736 and other applicable law.
24. **REQUEST FOR CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in the RFB, it shall immediately notify the MnSCU Contact Person on page 1 in writing, of such error and request modification or clarification of the document.
25. **NONCOLLUSION CERTIFICATION.** When included with the RFB, the responder shall complete and submit the Affidavit of Noncollusion.
26. **TAXPAYER IDENTIFICATION** form should be completed and returned with the response.
27. **DISPOSITION OF RESPONSES.** Minn. Stat. § 13.591 Subd. 3 (b), All materials submitted in response to this RFB will become property of MnSCU and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this RFB that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act., Minn. Stat. § 13.37, the responder must:
  - a. clearly mark all trade secret materials in its response at the time the response is submitted;
  - b. include a statement with its response justifying the trade secret designation for each item; and
  - c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless MnSCU, its agents and employees, from any judgments awarded against 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 the RFB, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of MnSCU. MnSCU is required to keep all the basic documents related to its contracts, including responses to RFBs, for a minimum of 7 years.

MnSCU will not consider the prices submitted by the responder to be trade secret materials.

28. **ENTIRE AGREEMENT.** A written Contract (including the contents of this RFB, the Contractor's response, the Contract form attached, and all other attachments and amendments constitute the entire agreement of the parties to the Contract.
29. **AMENDMENTS.** MnSCU reserves the right to make changes to the contract, when mutually agreed to by MnSCU and the Contractor, if the changes are within the general scope of the Contract. The changes to the contract will be made by Contract Amendment. An approved Contract amendment means one approved by the authorized signatories of the Contractor and MnSCU as required by law.

**ATTACHMENTS TO THIS RFB INCLUDE:**

1. Affidavit of Noncollusion **(MUST BE NOTARIZED)**
2. Affirmative Action Compliance (for Contracts over \$100,000)

## Project Overview and Goal

St. Cloud Technical and Community College is seeking bids from vendors for a Plasma Cutting System for the Welding Technology Lab.

This request for bid does not obligate St. Cloud Technical and Community College to complete the proposed equipment purchase, and St. Cloud Technical and Community College reserves the right to cancel the solicitation if it is considered to be in its best interest.

St. Cloud Technical and Community College seeks to purchase and have delivered the Plasma Cutting System to our site. The successful vendor will include trade in of our existing Aviator XL Dual Process Cutting Machine. Removal of the existing equipment and installation of the new machinery must be included in the bid. Operator training for college instructors must also be included.

## Goal

To advance the training program with current technology outlined in the specs that follow. **Budget allocated is \$40,000.**

## Tasks

Provide required equipment as outlined in the RFB, delivery and installation in the St. Cloud Technical and Community College Welding Technology lab. Removal and trade in of existing equipment (not including the plasma power source) must be included. The successful bidder and supplier of this equipment will provide training for SCTCC instructors to assure safe and proper operation of the machine as installed. Installed equipment must be compliant with all local code requirements.

Responders may propose additional tasks, activities, or alternative suggestions if they will substantially improve the results of the project. These items shall be separated from the required items on the cost proposal.

**Proposal Content (Proposed equipment must meet or exceed specifications listed. Brand name substitutions may be allowed but variations should be explained in the proposal.)**

### BASE MACHINE (Physical Size is a critical factor as space is limited)

- 5 ft x 10 ft (1.5 m x 3 m) Cutting Area
- 7.5 ft x 15.5 ft (2.3 m x 4.7 m) Overall Machine Dimensions
- Integrated Air Table with Elevated Center Exhaust Tube
- 1,000 ipm (25,400 mmpm) Rapid Traverse Speed
- 600 Watt (0.8 HP) Digital AC Servo Motors & Drive Amplifiers
- (3) Axis Drive System **(If bidding a two axis machine, explain how machine handles 3 axis processes)**
- Planetary Gear Heads directly coupled to AC servo motors
- 2.5" (63.5 mm) Diameter Pinion Gears
- 3/4" (19 mm) Wide Gear Rack
- 20mm Linear Way on Main Rail Axis
- 20mm Linear Way on Cross Axis
- Power Track on Main and Cross Axes
- Over-Travel Limits and Homing Switches
- Machine-Mounted Rotating Operator Station
- Operator Station Located on Front-Left Corner of Machine

### CNC CONTROL (Computer hardware specifications are minimums to allow for future capacity)

- Hypertherm Automation MicroEDGE CNC Controller features
- Software Supports Full Suite of Hypertherm Products
- Panel Mounted 15" (38 cm) Flat Panel TFT Touch Screen
- Hypertherm Phoenix CNC Software version 8.5
- Microsoft Windows XP® - Embedded Version operating system
- Intel 2.4 GHz, 512 Megabytes RAM
- 60 Gigabyte Hard Drive
- CD-ROM/DVD and 1.44 Megabyte Floppy Drives
- (5) 2.0 USB Ports, (1) Parallel Port, (1) RJ-45 Network Port, and (2) RS-232 Serial Ports
- RFI / EMI Shielding for Machine Side Opto-Isolation
- 24 Lines of User-Definable Interface Signals ( 12 In / 12 Out )
- On-Board Voltage/Temperature Sensing and Motion Diagnostics
- Covered Keyboard & Mouse

#### MASTER CARRIAGE

- Carriage Driven by AC Servo Motor
- Shroud Protects Motor and Gearbox

#### PLASMA TORCH HEIGHT CONTROL

- Hypertherm SENSOR Electronics and Retro Systems RSVS 150 Lifter
- All THC functions Controlled with Phoenix CNC On-Screen Interface
- Selection of Material Type, Thickness and Amperage Sets All THC Functions
- Arc Voltage Range of 50-300 VDC in 0.5 Volt Increments
- Dynamic Tracking to Within  $\pm 0.25$  Arc Volts in Standard Applications
- Initial-Height Sense with Ohmic Contact or Position-Error Stall Detection
- Up to 600 ipm (15240 mmpm) Positioning Speed
- 6" (150 mm) stroke
- 250 Watt (0.34 HP) AC Servo Motor
- Bellows Covering and Spatter Guard to Protect Slide

#### COLLISION SENSOR

- RAD Collision Mount
- Repeatability of 0.0005" (0.013mm) After a Crash
- Stops Machine Motion within 2 to 10ms After a Collision
- Provides a Full 13° of Angular Compliance
- Automatically Resets Torch to Vertical Position after Collision
- Absorbs the Crash Energy without Releasing the Air Pressure

#### MULTI-ZONE CENTER-DRAFT AIR TABLE ASSEMBLY

- 5 ft x 10 ft (1.5 m x 3 m) Cutting Area
- 7ga (5 mm) Steel Outer Construction
- Raised Center Exhaust Tube Full Length of Machine
- Air cylinders Open and Close Zone Damper Doors
- Damper Doors Controlled by CNC Based on Machine Rail Position
- Side Access Doors for Slag and Part Removal
- 1500 CFM Required for Dust Collector (Assuming 50% Covered)
- Retro Systems Recommends a MicroAir RP-8-2 Dust Collector
- 4" (102mm) Spacing Between Slats
- Removable Full-Length Slats

#### MTC CAD/CAM SOFTWARE

- TurboNest 2010
- Creates Code to Optimize Hole Quality
- Automatic Import of CNC and CAD Geometry
- Support for Cut, Scribe, and Point Processes
- "Drag-and-Drop" Interactive Nesting
- Part Interference Detection and "Bumping"
- Ability to Undo/Redo Part Movement/Rotation
- Fixed Multi-Torch Support
- Interactive Plate Cropping
- Shop and Management Reports
- Automatic and Interactive Cut Sequencing
- Automatic Generation of Optimized EIA/ESSI CNC Program
- User-Defined CNC Formats
- Part Clustering
- Interactive Editing of Lead In/Out Placement and Style
- Part Arraying
- Cost and Production Time Estimates
- Multiple Language Support
- Full Tool Bar/Menu Customization
- Color Scheme Customization
- Basic DNC

MTC SOFTWARE ANNUAL SUBSCRIPTION

- Subscription and Training
- Annual 8% subscription fee included in quoted price
- Unlimited Technical Support Via Telephone, Fax and Email
- Access to Scheduled On-Line Training Sessions
- Product Updates Available on MTC Website
- Free Upgrade to the Next Major Release of the Product with current subscription

PLASMA POWER SUPPLY

- Hypertherm Powermax1650 with T100M machine torch
- Conventional Air Plasma Cutting @ 25 to 100 Amps
- Recommended Machine Cutting Capacity @ 1/2" (13 mm)
- Maximum Machine Cutting Capacity @ 3/4" (19 mm)

**Bid must include shipping and installation**

**Bid must include an explanation of operator training that will be provided.**

**Bid must include trade in and removal of Aviator XL Dual Process Cutting Machine** (Not including plasma power source).

**Bidders must also demonstrate ability to respond to warranty and/or service requests in a timely manner. Please include an explanation of service availability with your bid.**

**Proposal Evaluation**

All proposals received by the deadline will be evaluated by representatives of St. Cloud Technical and Community College. In some instances, an interview may be part of the evaluation process. Factors on which proposals will be judged include, but are not limited to, the following:

- A. Expressed understanding of proposal objectives.
- B. Compatibility to specifications
- C. Capacity of equipment for instructional use
- D. Cost detail. (Budget allocated is \$40,000)
- E. Service capacity of vendor.

**ATTACHMENT 1**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**AFFIDAVIT OF NON-COLLUSION**

I hereby 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 *[select the term proposal or bid]* covering the order for: \_\_\_\_\_ has been arrived at by the *[select the term responder or bidder]* independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for *[select the term Proposal or Bid]* designed to limit independent quoting or competition;
3. That the contents of the Request for *[select the term Proposal or Bid]* have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder or its surety on any bond furnished with the Request *for [select the term Proposal or Bid]* and will not be communicated to any such person prior to the official opening of the Request for *[select the term Proposal or Bid]*; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: \_\_\_\_\_

Company Name: \_\_\_\_\_

Subscribed and sworn to me this day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.



**ATTACHMENT 2**

**NOTICE TO CONTRACTORS  
AFFIRMATIVE ACTION  
CERTIFICATION OF COMPLIANCE**

It is hereby agreed between the parties that MnSCU will require that affirmative action requirements be met by contractors in relation to Minnesota Statute 363A.36 and Minnesota Rules, Parts 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, Subd. 3 and 4).

Under the Minnesota Human Rights Act, Section 363A.36, businesses or firms entering into a contract over \$100,000 and 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 if you employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which you have your primary place of business and that primary place of business is outside of the state of Minnesota, but inside the United States, must have an affirmative action plan in receipt of the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract will not be executed over \$100,000 unless the firm or business having more than 40 full-time employees, either within or outside the state of Minnesota, has a certificate of compliance which signifies that they have an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for two (2) years. For further information, contact the Department of Human Rights, Compliance Services, 190 East 5<sup>th</sup> Street, Suite 700, St. Paul, Minnesota 55101, phone (651) 296-5663.

**DISABLED INDIVIDUAL CLAUSE**

(a) The contractor 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 contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon 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 contractor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights act.

**MINNESOTA STATE COLLEGES AND UNIVERSITIES  
AFFIRMATIVE ACTION DATA PAGE – FOR RESPONSES IN EXCESS OF \$100,000 ONLY**

If your response to this solicitation is in excess of \$100,000, please complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. *It is your sole responsibility to provide this information and - if required – to apply for Human Rights certification prior to the due date and time of the bid or proposal 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. You may submit your 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: Contract Compliance Unit, Minnesota Department of Human Rights, Sibley Square at Mears Park, 190 East 5th Street, suite 700, St. Paul, MN 55101, Phone 651-296-5663, TTY 651-296-1283, Toll Free 800-657-3704**

**How to determine which boxes to complete on this form:**

<b>On any single working day within the past 12 months, if your company...</b>	<b>Box A</b>	<b>Box B</b>	<b>Box C</b>	<b>Box D</b>
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 you have your primary place of business		•		•
Did not employ more than 40 full-time employees in Minnesota or in the state where you have your Primary place of business			•	•

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

Your response will be rejected unless your business:

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

*-or-*

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

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

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

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

**BOX B - For companies which have not had more than 40 full-time employees in Minnesota but Have employed more than 40 full-time employees on any single working day during the previous 12 Months in the state where they have their primary place of business**

You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with applicable Federal Affirmative Action requirements.

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

- We are not subject to Federal Affirmative Action requirements. **Proceed to BOX D.**
- We are subject to Federal Affirmative Action requirements, and we are in compliance with those requirements. **Proceed to BOX D.**

**BOX C – For those companies not described in BOX A or BOX B**

Check below. You are 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 that 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 Section

Mail: 190 East 5<sup>th</sup> Street, Suite 700

St. Paul, MN 55101

Website: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)

Metro: (651) 296-5663

Toll Free: 800-657-3704

Fax: (651) 296-9042

TTY: (651) 296-1283