



Minnesota Department of Human Services Child Care Services Division

Request for Proposals for a Contractor to Conduct a Communication and Outreach Campaign to Minnesota's Family, Friend and Neighbor (FFN) Child Care Providers.

Date of Publication in SWIFT: February 22, 2022

Americans with Disabilities Act (ADA) Statement:

This information is available in accessible formats for people with disabilities by calling 651-431-3612 or by using your preferred relay service. For other information on disability rights and protections, contact your agency's Americans with Disabilities Act (ADA) coordinator.

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 651-296-2600 or go to www.mmd.admin.state.mn.us/mn02001.htm.

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RFP Summary

Important Dates:

RFP Published: February 22, 2022

Questions Due: March 4, 2022

Proposals Due: March 21, 2022 (SWIFT EVENT End Date)

Anticipated Selection of Successful Responder(s): April 1, 2022

Anticipated Start of Contract: May 1, 2022

Anticipated End of Contract: September 30, 2023

Anticipated Extensions: as determined

State Contact: Gaylene Spolarich, Gaylene.Spolarich@state.mn.us.

1. Introduction

1.1 Objective of RFP

The Minnesota Department of Human Services, through its Child Care Services Division (DHS or STATE), is seeking proposals from qualified responders to conduct a communication and outreach campaign to Family, Friend and Neighbor (FFN) providers to raise community awareness of the role of FFN providers in the early childhood care and education landscape, the state and local resources available to support FFN providers, and to increase the number of FFN providers registered with the state to become Legally, Non-licensed providers (LNLs). This will, in turn, result in Minnesota's children having safe, educational and developmentally beneficial early care and education. The term of any resulting contract is anticipated to be for seventeen months, from May 1, 2022 until September 30, 2023. STATE may offer to extend the contract for a total contract term of up to five (5) years.

The objectives of this RFP are to hire a consultant to:

- Produce flyers, PSA, social media ads, TV, radio ads, etc. appropriate to various cultural and rural/urban communities to communicate these opportunities to the FFN/LNL providers and to be shared with DHS grant-funded partners and other partners broadly
 - So that FFN/LNL providers can identify themselves as part of this network (increase awareness)
 - So that FFN/LNL providers can access resources and supports available to them
 - To support FFN providers in registering as LNL providers with the Child Care Assistance Program (CCAP)
- Work with DHS and other partners to develop a central information and resources space to serve as a source of information for FFN/LNL providers, which includes communication and partnerships at local levels
- Communicate and coordinate with Help Me Connect Program staff to ensure this valuable state-wide early childhood awareness and navigation platform is included in the resulting communication and outreach campaign
- Communicate and coordinate with the One-Stop Assistance Network efforts, including DHS's Child Development Services One-Stop Specialist, to ensure that supports for FFNs are connected to those for individuals interested in establishing and sustaining a licensed family child care program or child care center
- Partner with the Contractor conducting an environmental scan and analysis of Minnesota's FFN and LNL providers and their networks to ensure reach to identified communities across Minnesota
- Employ a variety of communication methodologies and resources relevant to racial and cultural communities across the state, specifically those supporting FFN and LNL providers

Anticipated Outcomes Promoted by the Work of This Contract Include:

- A greater number of FFN providers aware of their important role in the early care and education ecosystem

- More access by FFNs to the local and state resources, specifically culturally/community-relevant resources, available to support FFNs in caring for children
- Increased participation in and utilization of state, local, and culturally-relevant community-based early childhood development resources by FFN providers
- An increase in the number of FFN providers who become registered with the state as legally non-licensed (LNL) providers, thus becoming eligible to receive the Child Care Assistance Program (CCAP) resources for the children they care for

1.2 Proposal due date

The official response to this RFP must be submitted and received in SWIFT no later than the Event End Date and time as set forth in the SWIFT Event Details applicable to this RFP. This RFP does not obligate the STATE to award a contract or complete the project, and the STATE reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by the Responder.

This RFP provides background information and describes the services desired by the STATE. It delineates the requirements for this procurement and specifies the contractual conditions required by the STATE. Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

1.3 Background

Child care is not only provided by formal, licensed providers, but also by family, friends and neighbors (FFN) who can also create a rich childcare experience. FFN providers are a frequent choice of care for parents with infants and toddlers, parents in diverse cultural and ethnic communities, and parents working non-standard hour jobs. To clarify this proposal, definitions follow.

Definition: Family, Friend and Neighbor (FFN) care is unlicensed care provided by a relative, friend, or someone in the community. It can occur in the child's home or in the caregiver's home. Caregivers may include grandparents, other relatives, and non-relatives. It may be full or part-time, paid or unpaid care. Many people who provide this care are unaware they fall into the category of FFNs.

Definition: Legally Non-Licensed providers (LNL) are providers that can receive Child Care Assistance Program (CCAP) payments. FFN providers are eligible to receive payments from the Minnesota Child Care Assistance Program (CCAP) if they care for a child or children who receive child care assistance benefits. They must register as a legal, non-licensed provider with the family's CCAP servicing agency by completing the "[Legal Nonlicensed Provider Registration and Acknowledgment \(DHS 5192\)](#)" form, complete background studies for household members, complete some health and safety trainings, and return other requested documents.

The Child Care Assistance Program (CCAP) provides financial assistance to help families with low incomes pay for child care so that parents may pursue employment or education leading to employment, and so that children are well cared for and prepared to enter school ready to learn.

Minnesota has a long history of supporting FFN providers, and due to the impact of the COVID-19 pandemic on Minnesota's early care and education infrastructure, an even greater focus has been put on the role FFNs play to support families and children's development. Through the federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA; December 2020) and American Rescue Plan Act (ARPA; March 2021), Minnesota is investing additional funding to support FFN providers throughout the state. Specifically, to implement an outreach and communication campaign to FFN providers and their networks to increase awareness of and participation in providing childcare services. The state intends to contract with one responder for up to \$250,000 for an 18-month project implementation period, with the possibility for contract extensions. DHS is seeking to work with an organization who can develop and conduct an outreach and communication strategy to reach and build upon Minnesota's Family, Friend and Neighbor network.

2. Scope of Work

2.1 Overview and Goals

This RFP provides background information and describes the services desired by STATE. It describes the requirements for this procurement and specifies the contractual conditions required by the STATE. Although this RFP establishes the basis for Responder proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract. Price will be a factor in the evaluation of the Proposals.

This request for proposals seeks qualified responders to conduct a communication and outreach campaign to Family, Friend and Neighbor (FFN) providers to raise community awareness of the role of FFN providers in the early childhood care and education landscape, the state and local resources available to support FFN providers, and to increase the number of FFN providers registered with the state to become legally, non-licensed providers (LNLs).

The DHS Child Care Division's principles strive for racial equity in access to services and outcomes for all children, with the objective of reducing disparities based on income, race, cultural background, and learning opportunities. DHS recognizes that parents who choose FFN care often do so to preserve a cultural, ethnic or religious heritage and for the trust that comes with care by a family member. Based on qualitative data we have obtained from over a year of work convening organizations who serve FFN providers, we know there are many challenges to conducting an effective outreach and communication campaign targeting FFN providers due to the need for culturally and racially relevant messaging that is based in deep and authentic relationship development with communities being served. The work to be done by the consultant we hire will need to be people-centered, relationship-based, with a strong focus on relationship-building and trust-building. The communication and outreach objective of this RFP is to raise awareness that FFN providers are integral members of Minnesota's early care and education landscape in a manner that respects the role of these caregivers in meeting the needs of diverse children and families and ensures the highest quality care.

2.2 Sample Tasks and Deliverables

Responder's work plans must address how they will implement an outreach and communication campaign to Minnesota FFN providers and their networks to increase awareness of and participation in providing childcare services. Responders can submit proposals that propose to do some or all of the below activities. Proposals are not required to address all the allowed uses below:

- Providing or contracting to provide communication materials that are accessible to community recipients and which promote statewide, local and community-based resources and services to FFN providers
- Provide professional communications advice on methods and methodology to reach FFN communities throughout the state
- Produce or contract to produce communication resources (radio ads, TV commercials, social media posts, etc.) appropriate for and accessible to families and the neighborhoods and cultures they are a part of
- Produce or contract to produce a central communication and resources platform accessible to and relevant for FFN and LNL providers
- Communicate and build relationships with state and local agencies serving and supporting the FFN network
- Produce or contract to produce culturally-relevant communication toolkit(s) to be supplied to local FFN grant partners to use for communication, outreach and network building designed with input from intended recipients.

3. Proposal Requirements

Proposals must conform to all instructions, conditions, and requirements included in this RFP. Proposals must meet [DHS's communications, graphics, plain language, and ADA, standards](#) as well as required graphics standards [Accessibility | Policies & Standards / Minnesota IT Services \(mn.gov\)](#). Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the proposal is at the Responder's risk and may, at the discretion of the STATE, result in disqualification of the Proposal for non-responsiveness. Acceptable Proposals must offer all services identified in Section 2, "Scope of Work," agree to the contract conditions specified throughout the RFP, and include all of the items referenced in the Required Statements and Applicable Forms sections. Responder must also agree to the terms and conditions in the attached sample contract unless specifically making an exception pursuant to Required Form specified in 3.3b.

3.1 Proposal Contents

Responses to this RFP must consist of all of the following components. Each of these components must be separate from the others and identified with labeled tabs. **The Cost Proposal must be submitted in SWIFT as a separate document from the Technical Proposal.**

Proposal Components

1. *Table of Contents*
2. *Technical Proposal Requirements*
 - a. Proposed Work Plan (Deliverables, work plan, and project management approach)

- b. Relevant Responder Experience/Résumés of Lead Responder Staff (Qualifications/experience of personnel working on the project)
- c. Work Samples
- 3. *Required Statements and Forms (Pass/Fail)*
 - a. Responder Information and Declarations (Attachment A)
 - b. Exceptions to Terms and Conditions (Attachment B)
- 4. *Potentially Applicable Forms*
 - a. Accessibility and VPAT (*if applicable*)
 - b. Information Security Questions Form (*if applicable*)
 - c. Minnesota Workforce Certificate (Affirmative Action) (*if proposal is over \$100,000*)
 - d. Equal Pay Certificate Form (*if proposal is over \$500,000*)
 - e. Veteran-Owned Preference Form (Attachment D)
- 5. *Cost Proposal* (Attachment C)

3.2 Technical Proposal Requirements

The following will be considered minimum requirements of the Technical part of the Proposal. The emphasis should be on completeness and clarity of content.

1. **Proposed Work Plan:** The Responder should provide a description of the deliverables to be provided along with a detailed work plan that identifies how the major tasks are to be accomplished. The work plan should provide sufficient information to be used as a scheduling and managing tool, as well as the basis for invoicing. *This document should NOT list cost detail. If cost detail is included in this document, the STATE may disqualify the proposal as non-responsive.* Responder should provide a statement of the objectives, goals, and tasks to show or demonstrate the Responder's view and understanding of the nature of the contract. Responder should include proposed staffing for the project and its risk assessment/management plan. Responder's Work plan should: have a clear process breakdown including milestones; a roadmap and timing that ensures successful FFN outreach during contract period; detail a community approach appropriate for FFN communities; and evidence of community engagement/input to develop effective communications.
2. **Relevant Responder Experience; Resumes of Lead Responder Staff:** The Responder should demonstrate the length, depth, and applicability of prior experience in providing the requested services. This component of the Proposal must include previous experiences that will demonstrate the Responder's ability to deliver the services requested in this RFP. Responder should also provide a narrative description of the actual services. Responder should include any demonstrated work history serving BIPOC communities or engagement with BIPOC communities. Responder should address its capacity for statewide outreach. Describe what role, if any, staff proposed for this project had in the referenced service.

The Responder should also demonstrate the skill and experience of proposed lead staff. At a minimum, resumes must be provided for employees who would be assigned lead responsibilities on this Project. Resumes should describe the education, professional affiliations, and other relevant background of the lead staff to be assigned to this project. No change in the successful Responder's

personnel assigned to this project will be permitted without the prior approval of the State Program Manager. Resumes or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses, or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the response that personal contact information is being provided. Responder should address how staff and leadership proposed for the project are reflective of the BIPOC communities that will be served under this contract.

3. Responder Work Samples

Responder should include work samples of outreach materials and communications that would be used in an outreach campaign such as this. Samples should be culturally relevant to the FFN network, be in plain language and meet the State's accessibility standards.

3.3 Required Statements and Forms

The following forms referenced as Attachments are required statements that must be completed and included with your Proposal. Submit the completed forms, as required, in the "Required Statements and Forms" section of your Proposal. Failure to submit a Required Statement or to use the most current forms found in eDocs or attached to this RFP is at the Responder's risk and may, at the discretion of STATE, result in disqualification of the proposal for non-responsiveness.

a. Responder Information and Declarations (Attachment A): Complete and submit the "Responder Information and Declarations" form, which includes non-collusion and lobbying provisions. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form. The Responder may fail the Required Statements Review in the event that the Responder does not affirmatively warrant to any of the warranties in the Responder Information and Declarations. Additionally, STATE reserves the right to fail a Responder in the event the Responder does not make a necessary disclosure in the Responder Information and Declarations or makes a disclosure which evidences a conflict of interest.

b. Exceptions to Sample Contract and RFP Terms (Attachment B): The contents of this RFP and the Proposal(s) of the successful Responder(s) may become part of the final contract if a contract is awarded. Responders who object to any condition of this RFP or STATE's sample contract terms and conditions (attached as **Appendix A**) must note the objection(s) on the Exceptions to Sample Contract and RFP Terms and Conditions form. Much of the language reflected in the sample contract is required by statute. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Responders are cautioned that claiming either of the following may result in its Proposal being considered nonresponsive and receiving no further consideration:

1. Exceptions to the terms of the standard STATE contract that give the Responder a material advantage over other Responders;
2. Exceptions to all or substantially all boilerplate contract provisions.

3.4 Potentially Required Statements and Forms

The following forms are required if the indicated conditions are applicable and will either be found in [eDocs](#)¹ by clicking the hyperlink in the heading of each clause, searching for the form numbers referenced below, or by pasting the form file path name found in the footnotes to your browser, or by referencing the indicated Attachment to this RFP.

a. Accessibility and VPAT Information (if applicable):

Any information systems, tools, information content, and/or work products, including the response to this solicitation/contract, applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, as updated on June 14, 2018. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the [MN.IT Services Accessibility Standards](#).² (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and may not receive further consideration.

For both information technology deliverables/services and for commercial, off-the-shelf software (COTS), Responders should submit copies of or links to the Voluntary Product Accessibility Template (VPAT) for its product, as well as additional relevant information to aid in evaluating how Responders address accessibility. Information about the VPAT and VPAT templates can be found at the MN.IT Procurement Accessibility [website](#)³, under the “Products” tab.

b. Information Security Questions Form (if applicable) ([Information Security Questions-DHS-7895-ENG](#))⁴:

If the RFP asks for the creation or hosting of an external website or application, each Responder must complete the Information Security Questions form and submit with its Proposal. STATE’s Office of Information Security may ask for additional information from successful Responders based on this form.

c. Human Rights Compliance:

i. Workforce Certificate Information. ([State of Minnesota Workforce Certificate Information- DHS-7016-ENG](#))⁵: (*Applies if a resulting contract will be in excess of \$100,000*). Responders are required to complete and submit the Workforce Certificate Information page with their Proposal. As required by Minnesota Rules, part 5000.3600, Subp. 9, “[i]t is hereby agreed between the parties that Minn. Stat. § 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy

¹ <http://mn.gov/dhs/general-public/publications-forms-resources/edocs/index.jsp>

² <https://mn.gov/mnit/about-mnit/accessibility/>

³ <https://mn.gov/mnit/about-mnit/accessibility/it-procurement.jsp>

⁴ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7895-ENG>

⁵ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7016-ENG>

of Minn. Stat. § 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are available upon request from the contracting agency.”

ii. Equal Pay Certificate. ([Equal Pay Certificate Compliance – DHS -7075-ENG](#))⁶: *(Applies if a resulting contract will be in excess of \$500,000).* Responder must complete and submit this form with its Proposal. It is the Responder’s sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate from the Minnesota Department of Human Rights prior to contract execution. This section does not apply to a contract to provide goods and services to individuals under chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is prerequisite to providing those goods and services.

Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or email at compliance.MDHR@state.mn.us. Responder must apply for an equal pay certificate by paying a \$150 filing fee and submitting an equal pay compliance statement to the Minnesota Department of Human Rights (“MDHR”). MDHR’s Equal Pay Certificate instructions and Application Form can be obtained at this [link](#).⁷

It is Responder’s sole responsibility to submit this statement to MDHR and – if required – apply for an equal pay certification before the due date of this Proposal and obtain the certification prior to the execution of any resulting contract.

If a contract is awarded to a business that does not have an equal pay certificate as required by Minnesota Statutes, section 363A.44, or is not in compliance with the laws identified within section 363A.44, MDHR may void the contract on behalf of the state, and the contract may be abridged or terminated by the STATE upon notice that the MDHR has suspended or revoked the certificate of the business.

d. Veteran-Owned Preference Form (Attachment D) Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the STATE will award 6% preference points for certified small businesses that are majority owned and operated by veterans.

4. RFP Process

4.1 Responders’ Questions

Responders’ questions regarding this RFP must be submitted prior to 4:00 p.m. Central Time on March 4, 2022. All questions must be sent via email to: Gaylene.Spolarich@state.mn.us.

⁶ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7075-ENG>

⁷ <https://mn.gov/mdhr/certificates/apply-renew/equal-pay-certificate/equalpay-app-form.jsp>

Other personnel are NOT authorized to discuss this RFP with Responders before the Proposal submission deadline. **Contact regarding this RFP with any STATE personnel not listed above could result in disqualification.** STATE will not be held responsible for oral responses to Responders.

Questions will be addressed in writing and distributed to all identified prospective Responders. Every attempt will be made to provide answers timely, no later than March 11, 2022 via an addendum to the RFP in SWIFT.

4.3 Proposal Submission

All responses to this RFP (termed an “Event” within SWIFT) must be submitted through SWIFT using the Supplier portal (<http://supplier.swift.state.mn.us/>). Training and documentation on how to submit your response is available through the Supplier portal link above.

All responses to this RFP must be submitted and received in SWIFT no later than the Event End Date and time as set forth in the SWIFT Event Details applicable to this RFP.

Interested Responders may begin preparing and entering their response into SWIFT as soon as they have downloaded the RFP. Electronic submissions to the STATE will be accepted beginning on the SWIFT Start Date for this RFP. Cost information must be loaded into the system as a separate document(s) from your technical response.

All Proposals will be automatically time and date stamped internal to the SWIFT system when they are received. Proposals received after End Date above will not be considered. The STATE shall not be responsible for any errors or delays caused by technology-related issues, even if they are caused by the STATE.

NOTE: If you are reviewing this RFP in the SWIFT system or downloaded the RFP from the SWIFT system, you are likely already a registered vendor with the STATE. If you are reviewing this RFP in paper form, you may need to register as a vendor by going to <http://www.mmb.state.mn.us/vendorresources>. For new vendors, please note that approval of your registration may take 3 – 4 business days. If you need assistance obtaining a vendor ID or completing the registration process, please call 651-201-8100, Option 1.

Late proposals will not be considered. All costs incurred in responding to this RFP will be borne by the Responder.

5. Proposal Evaluation and Selection

5.1 Overview of Evaluation Methodology

1. All responsive Proposals received by the deadline will be evaluated by STATE. Proposals will be evaluated on “best value” as specified below. The evaluation will be conducted in three phases:

- a. Phase I Required Statements Review
- b. Phase II Evaluation of Proposal Requirements
- c. Phase III Selection of the Successful Responder(s)

2. During the evaluation process, all information concerning the Proposals submitted, except for the name of the Responder(s), will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.

3. Non-selection of any Proposals will mean that either another Proposal(s) was determined to be more advantageous to STATE or that STATE exercised the right to reject any or all Proposals.

5.2 Evaluation Team

1. An evaluation team will be selected to evaluate Responder Proposals.

2. STATE and professional staff, other than the evaluation team, may also assist in the evaluation process. This assistance could include, but is not limited to, the initial mandatory requirements review, contacting of references, or answering technical questions from evaluators.

3. STATE reserves the right to alter the composition of the evaluation team and their specific responsibilities.

5.3 Evaluation Phases

At any time during the evaluation phases, STATE may, at STATE's discretion, contact Responders to (1) provide oral presentations of their Proposals, or (2) obtain the opportunity to interview the proposed key personnel. Reference checks may also be made at this time. However, there is no guarantee that STATE will look for information or clarification outside of the submitted written Proposal. Therefore, it is important that the Responder ensure that all sections of the Proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

1. Phase I: Required Statements and Forms Review

The Required Statements will be evaluated on a pass or fail basis. Responders must "pass" each of the requirements identified in section 3.3 to move to Phase II.

2. Phase II: Evaluation of Technical Requirements of Proposals

- a. Points have been assigned as follows to each of the component areas described in Section 3.2 of this RFP:

Proposal Components	Possible Points
1. Work Plan for Deliverables Work plan has clear process breakdown including milestones; Work plan has roadmap and timing that ensures successful FFN outreach during contract period; Work plan details a community approach appropriate for FFN communities; Work plan has evidence of community engagement/input to develop effective communications.	25 points
2. Qualifications and Experience General Business qualifications and experience for outreach work; Evidence of outreach methodology and experience; Organization staff and leadership are reflective of the BIPOC communities they serve and have a demonstrated work history serving BIPOC communities or engagement with BIPOC communities; Capacity for statewide outreach	20 points
3. Submitted work samples Evidence a wide variety of outreach materials and methods; Evidence of racially and culturally-relevant communications and materials; Evidence of materials produced in different languages and use of universal communications such as graphics; Evidence of urban/rural differentiation in communications and materials; Evidence of knowledge of DHS styles and standards (social media, etc.); Work samples appropriate for FFN communities	15 points
4. Accessibility of Services or Products Materials provided by Responder use plain language; Evidence of knowledge of DHS accessibility policies, standards and requirements	10 points
5. Cost Proposal Costs proposed appear reasonable for the work plan and deliverables described in this proposal.	30 points
Total:	100 points

- b. The evaluation team will review the components of each responsive Proposal submitted. Each component will be evaluated on the Responder's understanding and the quality and completeness of the Responder's approach and solution to the problems or issues presented.

NOTE: Preference points are described under Solicitation Terms and will be applied to the total score after points have been awarded. 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 6% 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 651.296.2600.

3. Phase III: Selection of the Successful Responder(s)

- a. Only the Proposals found to be responsive under Phases I and II will be considered in Phase III.

- b. The evaluation team will review the scoring in making its recommendations of the successful Responder(s).
- c. STATE may submit a list of detailed comments, questions, and concerns to one or more Responders after the initial evaluation. STATE may require said response to be written, oral, or both. STATE will only use written responses for evaluation purposes. The total scores for those Responders selected to submit additional information may be revised as a result of the new information.
- d. The evaluation team will make its recommendation based on the above-described evaluation process. The successful Responder(s), if any, will be selected approximately 30 days after the Proposal submission due date.

5.4 Contract Negotiations and Unsuccessful Responder Notice

The STATE will make its selection based on best value, as determined by the evaluation process described above. The STATE reserves the right to pursue negotiations on any exception taken to the STATE's standard terms and conditions. In the event that negotiated terms cannot be reached, the STATE reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder or take other actions as the STATE deems appropriate. If the STATE anticipates multiple awards, the STATE reserves the right to negotiate with more than one Responder.

If a Responder(s) is selected, STATE will notify the successful Responder(s) in writing of their selection and STATE's desire to enter into contract negotiations. Until STATE successfully completes negotiations with the selected Responder(s), all submitted Proposals remain eligible for selection by STATE. Data created or maintained by the STATE as part of the evaluation process (except trade secret data as defined and classified in Minn. Stat. § 13.37) will be public data when contract negotiations have been successfully completed. If the STATE determines that it is unlikely that a Responder will be selected for contract negotiations, the STATE may, as a courtesy, notify the Responder that it has not been selected for contract negotiations.

In the event contract negotiations are unsuccessful with the selected Responder(s), the evaluation team may recommend another Responder(s).

After STATE and chosen Responder(s) have successfully negotiated a contract, STATE will notify the unsuccessful Responders in writing that their Proposals have not been accepted. All public information within Proposals will then be available for Responders to review, upon request.

6. Required contract Terms and Conditions

A. Requirements. All Responders must be willing to comply with all state and federal legal requirements regarding the performance of the contract. Proposals must meet [DHS's communications, graphics, plain language, and ADA, standards](#) as well as required graphics standards [Accessibility | Policies & Standards / Minnesota IT Services \(mn.gov\)](#). **The requirements are set forth throughout this RFP, this section, and in the sample contract attached as Appendix A. The attached sample contract should be reviewed for the terms and conditions that will likely govern any resulting contract from this RFP.** Although this RFP

establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

B. Governing Law/Venue. This RFP and any subsequent contract must be governed by the laws of State of Minnesota. Any and all legal proceedings arising from this RFP or any resulting contract in which STATE is made a party must be brought in the State of Minnesota, District Court of Ramsey County. The venue of any federal action or proceeding arising here from in which STATE is a party must be the United States District Court for the State of Minnesota in Ramsey County.

C. Contingency Fees Prohibited. Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

D. Accessibility Standards. Any information systems, tools, information content, and/or work products, including the response to this solicitation/contract, applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, as updated on June 14, 2018. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the [MN.IT Services Accessibility Standards](#). (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and may not receive further consideration.

E. License. If federal funds are used in funding a contract that results from this RFP, in accord with 45 C.F.R. § 92.34, for Works and Documents created and paid for under the contract, the U.S. Department of Health and Human Services will have a royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents created and paid for under a resulting contract for federal government purposes.

F. Term. The STATE may extend the contract, in increments determined by STATE, not to exceed a total contract term of five years.

7. Solicitation Terms

A. Competition in Responding

The STATE desires open and fair competition. Questions from Responders regarding any of the requirements of the RFP must be submitted in writing to the RFP Administrator before the RFP due date and time. If changes are made, the STATE 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.

B. Addenda to the RFP

Changes to the RFP will be made by addendum with notification and posted in the same manner as the original RFP. Any addenda issued will become part of the RFP.

C. Data Security - Foreign Outsourcing of Work is Prohibited

All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all levels.

D. Preparation Costs. STATE is not liable for any cost incurred by Responders in the preparation and production of a Proposal. Any work performed prior to the issuance of a fully executed contract will be done only to the extent the Responder voluntarily assumes risk of non-payment.

E. Joint Ventures

The STATE allows joint ventures among groups of Responders when responding to the RFP. However, one Responder must submit a response on behalf of all the others in the group. The Responder that submits the response will be considered legally responsible for the response (and the contract, if awarded).

F. Withdrawing Response

A Responder may withdraw its response prior to the due date and time of the RFP. For solicitations in the SWIFT Supplier Portal, a Responder may withdraw its response from the SWIFT Supplier Portal. For solicitations done any other way, a Responder may withdraw its response by notifying the RFP Administrator in writing of the desire to withdraw.

After the due date and time of this RFP, 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 RFP Administrator within a reasonable time and prior to the STATE's detrimental reliance on the response.

G. Rights Reserved

The STATE reserves the right to:

- Reject any and all responses received;
- Cancel the RFP at any time and for any reason with no cost or penalty to STATE.
- Not be liable for any errors in the RFP or other responses related to the RFP.
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
- Negotiate with the highest scoring Responder(s);
- Terminate negotiations and select the next response providing the best value for the STATE;
- Consider documented past performance resulting from a STATE contract may be considered in the evaluation process;

- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Interview key personnel or references;
- Request a best and final offer from one or more Responders;
- Request additional information; and
- Use estimated usage or scenarios, modify scenarios and request or add additional scenarios for the purpose of conducting pricing evaluations.

H. Samples and Demonstrations

Upon request, Responders are to provide samples to the STATE at no charge. Except for those destroyed or mutilated in testing, the STATE will return samples if requested and at the Responder's expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

I. Responses are Non-public during Evaluation Process

All materials submitted in response to this RFP will become property of the STATE. During the evaluation process, 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 evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the STATE having completed negotiating a contract with the selected Responder. The STATE will notify all responders in writing of the evaluation results.

J. Trade Secret Information

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

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 judgements awarded against the STATE in favor of the party requesting the data, and any and all costs connect with that defense.

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

A Responder may present and discuss trade secret information during an interview or demonstration with the STATE, if applicable.

K. Conditions of Offer

Unless otherwise approved in writing by the STATE, Responder's cost proposal and all terms offered in its response that pertain to the completion of professional and technical services and general services will remain firm for 180 days, until they are accepted or rejected by the STATE, or they are changed by further negotiations with the STATE prior to contract execution.

L. Award

Any award that may result from this RFP will be based upon the total accumulated points as established in the RFP. The STATE reserves the right to award this RFP 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 RFP. 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.

M. 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.

Remainder of the page intentionally left blank. (Appendix and Attachments follow)

Appendix A: Sample State Professional technical Contract



Minnesota Department of Human Services Professional Technical Contract

This Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, [Click here to enter division name](#) Division (“STATE”) and [Click here to contractor name](#), an independent contractor, not an employee of the State of Minnesota, located at [Click here to enter physical address](#) (“CONTRACTOR”).

RECITALS

Under Minnesota Statutes, sections 15.061 and 256.01, subdivision 2(a)(6) [Click here to enter additional authority](#), the STATE has authority to enter into contracts to provide services and engage in activities as necessary to carry out its mission.

STATE is in need of the following services: [Click here to enter services](#).

CONTRACTOR represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

STATE will share the following Protected Information:

STATE’s purpose for Sharing Protected Information and Expected Outcomes is:

STATE is permitted to share Protected Information with CONTRACTOR in accordance with Minnesota Statutes, section 13.46.

The parties agree as follows:

CONTRACT:

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on [Click here to enter date](#), or the date that STATE obtains all required signatures under Minnesota Statutes, section 16C.05, subdivision 2, whichever is later. CONTRACTOR may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained and CONTRACTOR is notified to begin work by STATE's Authorized Representative.

1.2. Expiration date. This CONTRACT is valid through [Click here to enter date](#), or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. CONTRACTOR may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16C.05, subd. 2, and CONTRACTOR is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. CONTRACTOR shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Indemnification; Information Privacy and Security; Intellectual Property Rights; State audits; Contractor Data Disclosure; Publicity; and Jurisdiction and Venue.

1.5. Time is of the essence. CONTRACTOR will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. CONTRACTOR'S DUTIES.

CONTRACTOR shall perform duties in accordance with Attachment A, Work Plan, which is attached and incorporated into this CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by CONTRACTOR under this CONTRACT.

- a. Compensation. CONTRACTOR will be paid in accordance with **Attachment B, Budget**, which is attached and incorporated into this CONTRACT.
- b. **Reimbursement.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONTRACTOR in performance of this contract in an amount not to exceed _____ dollars (\$_____.00); provided, that CONTRACTOR will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than is provided in the current "[Commissioner's Plan](#)", set by the Commissioner of Minnesota Management and Budget and incorporated by reference. CONTRACTOR will not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received STATE'S prior written approval for such out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. Total obligation. The total obligation of STATE for all compensation and reimbursements to CONTRACTOR shall not exceed [Click here to enter amount in words](#) dollars (\$[Click here to enter number amount](#)).

- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Payment.

- a. **Invoices.** Payments shall be made by STATE promptly after CONTRACTOR submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to clause 5.1. Invoices shall be submitted in a form prescribed by STATE, if applicable. If STATE does not prescribe a form, CONTRACTOR may submit invoices in a mutually agreed invoice format. Invoices will be submitted timely according to the following schedule: [Click here to enter invoicing schedule](#). If STATE does not prescribe a form, CONTRACTOR may submit invoices in a mutually agreed invoice format.
- b. **Retainage.** Under Minn. Stat. § 16C.08, subd. 2(10), no more than ninety (90%) percent of the compensation due under this CONTRACT may be paid until the final product(s) of the CONTRACT has been reviewed by the STATE and it has been determined that the CONTRACTOR has satisfactorily fulfilled all the terms of the contract. Accordingly, the STATE will withhold ten percent (10%) of the total obligation amount in the manner checked below:
 - [OPTION A:]** Ten percent (10%) of the total amount of each invoice submitted by CONTRACTOR for payment. The retained balance due will be paid when the STATE determines that the CONTRACTOR has satisfactorily fulfilled all the terms of this contract.
 - [OPTION B:]** Withholding payment on invoices at the beginning of the contract until the withheld amount equals ten percent (10%) of the total obligation amount. Once the withheld payments equal ten percent (10%) of the total obligation amount, future invoices related to this contract will be paid in full after the STATE'S Authorized Representative approves the work associated with each invoice. The retained balance due will be paid when the STATE determines that the CONTRACTOR has satisfactorily fulfilled all the terms of this contract.
 - [OPTION C:]** Invoice amounts presented that equate to ninety percent (90%) of the total obligation amount will be paid in full. Invoice amounts presented that equate to the remaining ten percent (10%) will be withheld and paid when the STATE determines that the CONTRACTOR has satisfactorily fulfilled all the terms of this contract.
- c. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. STATE has determined that VENDOR is a "contractor" pursuant to 2 C.F.R section 200.331.

Pass-through requirements. CONTRACTOR acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, CONTRACTOR may be subject to certain compliance obligations. CONTRACTOR can view a table of these obligations in the [Health and Human Services Grants](#)

[Policy Statement](#), Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and CONTRACTOR agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).

1. *CONTRACTOR (subrecipient) Name:* [Click here to enter name](#) (Must match the name associated with the DUNS number.)
2. *DUNS number/Vendor Unique entity identifier.* CONTRACTOR's Data Universal Numbering System (DUNS) number is [Click here to enter number](#). The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.
3. *Federal Award Identification Number (FAIN):* [Click here to enter number](#)
4. *Federal Award Date:* [Click here to enter date](#) (The date of the award to the MN Dept. of Human Services.)
5. *CONTRACT (Subaward) Period of Performance:* Start date: **See Section 1.1 above.** End date: **See Section 1.2 above.**
6. *CONTRACT (Subaward) Budget Period Start and End Date:* [Click here to enter date.](#)
7. *Amount of federal funds obligated to CONTRACTOR (subrecipient) in this CONTRACT:* \$[Click here to enter amount](#)
8. *Total Amount of federal funds obligated to CONTRACTOR (subrecipient) by STATE, including the current CONTRACT:* \$[Click here to enter amount](#)
9. *Total Amount of the Federal Award from which the funds to the CONTRACTOR (subrecipient) are drawn:* \$[Click here to enter amount](#)
10. *Federal Award Project description:* [Click here to enter text](#)
11. *Name:*
 - a. Federal Awarding Agency: [Click here to enter text](#)
 - b. Pass through entity: MN Dept. of Human Services (DHS)
 - c. Name and Contact information of DHS's awarding official: [Click here to enter name and contact information of authorized representative](#)
12. *Assistance Listings Number & Name:* (formerly known as CFDA No.) [Click here to enter number](#), [Click here to enter title](#), [Click here to enter total amount made available at time of disbursement](#)
13. *Is this federal award related to research and development?:* Yes No
14. *Indirect Cost Rate for this federal award is:* [Click here to enter rate](#) including if the *de minimis* rate is charged.

3.3. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, CONTRACTOR must pay all subcontractors, within ten (10) calendar days of CONTRACTOR's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at

the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4. CONDITIONS OF PAYMENT.

All services provided by CONTRACTOR pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. CONTRACTOR shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

5. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

5.1. STATE. STATE's authorized representative for the purposes of administration of this CONTRACT is [Click here to enter name](#) or successor. Phone and email: [Click here to enter text](#). This representative shall have final authority for acceptance of CONTRACTOR's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to clause 3.2.a.

5.2. CONTRACTOR. CONTRACTOR's Authorized Representative is [Click here to enter name](#) or successor. Phone and email: [Click here to enter text](#). If CONTRACTOR's Authorized Representative changes at any time during this CONTRACT, CONTRACTOR must immediately notify STATE.

5.3. Information Privacy and Security. (If applicable) CONTRACTOR's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is [Click here to enter name](#) or successor. Phone and email: [Click here to enter text](#).

6. CANCELLATION.

6.1. For cause or convenience. This CONTRACT may be canceled by the STATE or the Minnesota Commissioner of Administration at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6.2. Insufficient funds. 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 covered here. Termination will be by written notice to CONTRACTOR. STATE is not obligated to pay for any services that are provided after the effective date of termination. CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. 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. STATE must provide CONTRACTOR notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by CONTRACTOR, STATE shall provide CONTRACTOR written notice of the breach and ten

(10) days to cure the breach. If CONTRACTOR does not cure the breach within the time allowed, CONTRACTOR will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If CONTRACTOR has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. INDEMNIFICATION.

In the performance of this CONTRACT by CONTRACTOR, or CONTRACTOR's agents or employees, CONTRACTOR 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 STATE, to the extent they are caused by CONTRACTOR's:

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

The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of STATE's sole negligence. This clause will not be construed to bar any legal remedies CONTRACTOR may have for STATE's failure to fulfill its obligation under this CONTRACT.

8. INFORMATION PRIVACY AND SECURITY.

2. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to CONTRACTOR under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
3. It is expressly agreed that CONTRACTOR will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, CONTRACTOR is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, CONTRACTOR is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If CONTRACTOR has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, CONTRACTOR will be responsible for its own compliance.
4. Notwithstanding paragraph a. and b., in its capacity as CONTRACTOR under this CONTRACT, CONTRACTOR must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. CONTRACTOR will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat., ch. 13, by either CONTRACTOR or STATE.

5. In its capacity as CONTRACTOR under this contract, CONTRACTOR is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
6. If CONTRACTOR receives a request to release data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this CONTRACT, CONTRACTOR must immediately notify and consult with STATE’s Authorized Representative as to how CONTRACTOR should respond to the request.
7. Under this CONTRACT, CONTRACTOR is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR in performing its duties under this CONTRACT.
8. CONTRACTOR’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
9. CONTRACTOR must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR in performing its duties under this CONTRACT.

9. INTELLECTUAL PROPERTY RIGHTS.

9.1. Definitions.

- a. “Documents” are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by CONTRACTOR, its employees, agents, or subcontractors, in the performance of this CONTRACT.
- b. “Pre-Existing Intellectual Property” means intellectual property developed prior to or outside the scope of this CONTRACT, and any derivatives of that intellectual property.
- c. “Works” means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by CONTRACTOR, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes “Documents.”

9.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by CONTRACTOR upon

completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” CONTRACTOR must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE’s ownership interest in the Works and Documents. If using STATE data, CONTRACTOR must cite the data, or make clear by referencing that STATE is the source.

9.3. Pre-existing Intellectual Property. Each Party shall retain ownership of its respective pre-existing intellectual property. The CONTRACTOR grants the STATE a perpetual, irrevocable, non-exclusive, royalty free license for CONTRACTOR’s pre-existing intellectual property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the CONTRACT.

9.4 Responsibilities.

- a. Notification. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by CONTRACTOR, including its employees and subcontractors, and are created and paid for under this CONTRACT, CONTRACTOR will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. CONTRACTOR will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests. CONTRACTOR must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. CONTRACTOR must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither CONTRACTOR nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others. CONTRACTOR represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding any other indemnification obligations addressed within this CONTRACT, CONTRACTOR will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at CONTRACTOR’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. CONTRACTOR will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in CONTRACTOR’s or STATE’s opinion is likely to arise, CONTRACTOR must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted. If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

10. INSURANCE REQUIREMENTS.

CONTRACTOR shall not begin work under the CONTRACT until it has obtained all the insurance described below and STATE has approved such insurance. CONTRACTOR shall maintain the insurance in force and effect throughout the term of the contract. CONTRACTOR is required to maintain and furnish satisfactory evidence of the following insurance policies.

10.1. Worker's Compensation. The CONTRACTOR certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The CONTRACTOR's employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE's obligation or responsibility. CONTRACTOR's employees and agents will not be considered employees of STATE. Minimum insurance 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 mandates, including if CONTRACTOR has no employees in the State of Minnesota, CONTRACTOR must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONTRACTOR from the Minnesota Workers' Compensation requirements.

10.2. General Commercial Liability Insurance. CONTRACTOR agrees that it will at all times during the term of the contract keep in force a commercial general liability insurance policy with the following minimum insurance limits:

- \$2,000,000 per occurrence
- \$2,000,000 annual aggregate

Such insurance will protect 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 CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by CONTRACTOR under the CONTRACT. STATE will be named as both an additional insured and a certificate holder on the general commercial liability policy.

10.3. 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. In the case that any work is

subcontracted, CONTRACTOR will require the subcontractor to maintain Commercial Automobile Liability Insurance that conforms to this section. Minimum insurance limits are as follows:

- \$200,000,000 per occurrence Combined Single limit for Bodily Injury and Property Damage.
- In addition, Owned, Hired, and Non-owned Automobile coverage should be included.

10.4. Professional Liability Insurance.

This policy will provide coverage for all claims the CONTRACTOR may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONTRACTOR's professional services required under the CONTRACT. CONTRACTOR is required to carry the following **minimum** insurance limits:

- \$2,000,000 – per claim or event
- \$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the CONTRACTOR and may not exceed \$50,000 without the written approval of the STATE. If the CONTRACTOR desires authority from the STATE to have a deductible in a higher amount, the CONTRACTOR shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the STATE can ascertain the ability of the CONTRACTOR to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this CONTRACT and CONTRACTOR shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by CONTRACTOR to fulfill this requirement.

10.5. Additional Insurance Conditions:

- a. CONTRACTOR's policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of CONTRACTOR's performance under this Contract.
- b. If CONTRACTOR receives a cancellation notice from an insurance carrier providing coverage, CONTRACTOR agrees to notify STATE within five (5) business days with a copy of the cancellation notice, unless CONTRACTOR's policies contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days advance written notice to STATE.
- c. CONTRACTOR is responsible for payment of CONTRACT related insurance premiums and deductibles.
- d. If CONTRACTOR is self-insured, a Certificate of Self-insurance must be provided to STATE.
- e. STATE shall be named as a certificate holder on applicable policies.
- f. CONTRACTOR's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- g. 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.

- h. An Umbrella or Excess Liability insurance policy may be used to supplement CONTRACTOR's policy limits to satisfy the full policy limits required by CONTRACT.

11. HUMAN RIGHTS COMPLIANCE.

11.1. Affirmative Action requirements for Contractors with more than 40 full-time employees and contract in excess of \$100,000. (If this contract, including all amendments, does not exceed \$100,000, this provision does not apply). If CONTRACT exceeds \$100,000 and CONTRACTOR employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then CONTRACTOR must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

11.2. Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

11.3. Minn. R. parts 5000.3400-5000.3600.

- a. **General.** Minn. R. parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.

- b. **Disabled Workers.** CONTRACTOR must comply with the following affirmative action requirements for disabled workers:

1. CONTRACTOR must 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 persons 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 for training, including apprenticeship.

2. CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

3. In the event of CONTRACTOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

4. CONTRACTOR 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 must state the CONTRACTOR'S 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.

5. CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minn. Stat. § 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 persons.

c. Consequences. The consequences for CONTRACTOR'S failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the STATE.

d. Certification. CONTRACTOR hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

11.4. Equal pay certificate.

a. Scope. Pursuant to Minn. Stat. § 363A.44, STATE shall not execute a contract for goods or services or an agreement for goods or services in excess of \$500,000 with a business that has 40 or more full-time employees in the State of Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that it is exempt.

b. Commissioner's right to waive requirement. This section does not apply to a business, with respect to a specific contract, if the commissioner of administration determines that the requirements of this Section would cause undue hardship on the business. This Section does not apply to a contract to provide goods or services to individuals under Minnesota Statutes, Chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is a prerequisite to providing those good or services.

- c. Consequences. If CONTRACTOR fails to obtain an equal pay certificate as required by Minn. Stat. § 363A.44, or is not in compliance with the laws identified in section 363A.44, the Minnesota Department of Human Rights (MDHR) may void this CONTRACT on behalf of STATE, and this CONTRACT may be immediately terminated by STATE upon notice that MDHR has suspended or revoked CONTRACTOR's equal pay certificate.
- d. Certification. CONTRACTOR certifies that it has a current equal pay certificate approved by MDHR, if one is required, that it is in compliance with the laws identified in Minn. Stat. § 363A.44. CONTRACTOR certifies it is aware of the consequences for noncompliance.

12. AUDIT REQUIREMENTS AND CONTRACTOR DEBARMENT INFORMATION.

12.1. State audits.

Under Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of CONTRACTOR and its employees, agents, or subcontractors relevant to this CONTRACT are subject to examination by STATE and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six years from the CONTRACT end date.

12.2. Independent audit. If CONTRACTOR conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit's completion.

12.3. Federal audit requirements. CONTRACTOR certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, CONTRACTOR acknowledges that CONTRACTOR and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

12.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

CONTRACTOR certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its 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 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.

12.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore CONTRACTOR certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. CONTRACTOR'S certification is a material representation upon which the contract award was based.

13. CONTRACTOR DATA DISCLOSURE.

Consistent with Minn. Stat. §§ 270B.09, 270C.65, subd. 3, and 270C.66, and other applicable law, CONTRACTOR understands that disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, may be provided to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring CONTRACTOR to file state tax returns and pay delinquent state tax liabilities, if any.

14. PUBLICITY.

14.1 General publicity. Any publicity regarding the subject matter of this CONTRACT must identify 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, research, reports, signs, websites, social media, and similar public notices prepared by or for CONTRACTOR individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT.

14.2 Endorsement. CONTRACTOR must not claim that STATE endorses its products or services.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding clause 17.2, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. CONTRACTOR will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. ASSIGNMENT, AMENDMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Assignment. CONTRACTOR shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

17.2. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.3. Severability. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.2.

17.4. Entire Agreement. This CONTRACT contains all negotiations and agreements between STATE and CONTRACTOR. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.5 Drafting party. The parties agree that both parties have had an opportunity to negotiate and draft CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

19. PROHIBITION ON WEAPONS. CONTRACTOR agrees to comply with all terms of the Department of Human Services' policy prohibiting carrying or possessing weapons wherever and whenever the CONTRACTOR is performing services within the scope of this contract. This policy, which is located at the business location of the STATE and is available to CONTRACTOR upon request, is incorporated by reference into this contract. Any violations of this policy by CONTRACTOR or CONTRACTOR'S employees may be grounds for immediate suspension or termination of the contract.

20. E-VERIFY CERTIFICATION.

In accordance with Minn. Stat. § 16C.075, For services valued in excess of \$50,000, CONTRACTOR certifies that as of the date of services performed on behalf of the STATE, CONTRACTOR and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the STATE. CONTRACTOR is responsible for collecting all subcontractor certifications and may do so utilizing the [E-Verify Subcontractor Certification Form](#).⁸ All subcontractor certifications must be kept on file with CONTRACTOR and made available to the STATE upon request.

21. CERTIFICATION OF NONDISCRIMINATION.

In accordance with Minn. Stat. § 16C.053, any contract for which the value, including all extensions, is \$50,000, CONTRACTOR certifies it does not engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

⁸ <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>

22. SUBCONTRACTOR DIVERSE SPEND REPORTING.

If the total value of this contract may exceed \$500,000, including all extension options, CONTRACTOR must track and report, on a quarterly basis, the amount spent with diverse businesses both: 1) directly to subcontractors performing under the CONTRACT, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this CONTRACT compared to CONTRACTOR'S overall revenue). When this applies, CONTRACTOR will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

23. LEGAL COMPLIANCE.

23.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

23.2 Nondiscrimination. Pursuant to Minn. Stat. § 181.59 and other applicable law and policy, CONTRACTOR will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. CONTRACTOR must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, CONTRACTOR's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any CONTRACTOR program or activity.

CONTRACTOR will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

24. CONTINGENCY FEES PROHIBITED.

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

25. VACCINATION/TESTING REQUIREMENTS.

25.1. Applicability. This section applies to CONTRACTOR's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with STATE agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with STATE agency employees or members of the public ("Covered Individuals").

25.2. Requirements. In accordance with HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

25.3. Compliance. CONTRACTOR is responsible for the following:

- a. Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;
- b. Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;
- c. Monitoring test results and ensuring that Covered Individuals with positive test results do not access the STATE workplace to perform contractual services until the Covered Individual has been medically cleared; and
- d. Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 25.2 Requirements, above.

25.4. Reporting. Upon request, CONTRACTOR shall provide the STATE with documentation demonstrating compliance with these requirements. CONTRACTOR shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

26. CRIMINAL BACKGROUND CHECK REQUIRED.

CONTRACTOR and CONTRACTOR's employees, agents, independent contractors, or subcontractors performing services under this Contract shall execute and submit an informed consent form allowing STATE to conduct a criminal background check using a computerized criminal history system operated by the Minnesota Department of Public Safety's Bureau of Criminal Apprehension ("CCH Background Check") before work can begin under this Contract. Alternatively, if directed by STATE, CONTRACTOR and CONTRACTOR's employees, agents, independent contractors, or subcontractors performing services under this Contract shall cooperate with a criminal background check conducted by a third party.

STATE may, in its discretion, immediately terminate this CONTRACT in accordance with clause 6.1 upon STATE'S determination that the results of the CCH Background Check constitutes a disqualifying crime or conduct under Minn. Stat. §§ 245C.14 and 245C.15.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION *Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

By: _____

Date: _____

Contract No: _____

2. CONTRACTOR

Contractor certifies that the appropriate person(s) have executed the contract on behalf of the CONTRACTOR as required by applicable articles, by-laws resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

4. STATE AGENCY (if over \$100,000)

By: _____

Title: Assistant Commissioner

Date: _____

4. Department of Administration

By: _____

Date: _____

Admin ID _____

Distribution (One fully executed original contract each):

Dept. of Administration
Contracts and Legal Compliance Division
Agency
Contractor

ATTACHMENT A: RESPONDER DECLARATIONS

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

- A. **Response Contents.** The information provided is true, correct, and reliable for purposes of 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 Proposal 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. **Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over \$100,000, the undersigned certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- F. **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.
- G. **Diverse Spend Reporting.** The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, Contractor will be required to register in a free portal to report diverse spend.

Please see [Diverse Spend Reporting Frequently Asked Questions](#) for additional information.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

Email Address: _____

ATTACHMENT B: EXCEPTIONS TO STATE’S TERMS AND CONDITIONS

The STATE presumes a responder agrees to the terms and conditions of this solicitation 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 attached 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

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.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT C: COST DETAIL/PROPOSAL

Cost proposals must be broken down for completion of all tasks and deliverables set forth in this RFP.

Price will be a factor in the evaluation of the Proposals. Responders must submit Attachment C “Cost Detail Proposal” form to submit their Cost Proposal. The rate(s) identified in the Cost Proposal must include all costs, including but not limited to: travel expenses, mass mailings, fees, commissions, compensation, equipment and other charges.

Attach a breakdown of costs that resulted in this rate.

Identify the level of the State’s participation in the contract and details of fixed-rate cost allowances for this participation. The State does not make regular payments based solely upon the passage of time; it only pays for services performed or work delivered after it is accomplished.

Submit the Attachment C: Cost Proposal as a separate document(s) from your technical response for all copies of the Proposal. Do not include any cost information in the Technical Proposal part of the response. The Proposal must be open for acceptance until a contract is executed, the Solicitation is cancelled, or 180 days after the due date and time of the Solicitation, whichever comes first.

ATTACHMENT D: RESPONDER FORMS

STATE OF MINNESOTA VETERAN-OWNED PREFERENCE FORM

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the State will award a 6% preference on State procurement to certified small businesses that are majority owned and operated by veterans.

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

- 1) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.
- or**
- 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference.

Claim the Preference

By signing below, I confirm that:

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

- The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.
- or**
- My company's principal place of business is in Minnesota **and** the United States Department of Veteran's Affairs verifies my company as being a veteran-owned or service-disabled veteran-owned small business (Supported By Attached Documentation)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

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