



Request for Proposals

Minnesota Accountable Health Model

Community Engagement

Professional/Technical Contract Opportunity

June 17, 2015

Contents

- Introduction 3
 - Request for Proposal Purpose..... 3
- Background Information 4
 - State Innovation Model (SIM) 4
 - SIM Community Engagement 5
- Goals and Outcomes 5
 - Advancing Health Equity Strategies 5
 - Strengthening Community Partnerships..... 6
- Tasks..... 6
- Available Funding..... 10
- RFP and Contract Timeline..... 10
- MDH RFP Contact Person 11
- Proposal Content Requirements..... 11
- Proposal Submission Instructions 14
- Proposal Evaluation 15
- General Requirements 18
 - Certification Regarding Lobbying 26
 - State Of Minnesota – Affirmative Action Certification 27
 - STATE OF MINNESOTA AFFIDAVIT OF NONCOLLUSION 28
 - STATE OF MINNESOTAVETERAN-OWNED PREFERENCE FORM 29
 - STATE OF MINNESOTA RESIDENT VENDOR FORM 31
 - State of Minnesota Professional and Technical Services Contract..... 32
- Appendices..... 39
 - Appendix A: Proposal Cover Form 40
 - Appendix B: Budget Justification Form 41

Introduction

Request for Proposal Purpose

The Minnesota Department of Health MDH, along with identified stakeholders, is developing stories that will provide stakeholders and their target communities an opportunity to reflect on and create meaning from health care reform activities. Digital and print media stories will be used to support sustained integration and innovation

MDH requests proposals in support of the Minnesota Accountable Health Model community engagement initiatives with the goal of developing community capacity to use and disseminate stories that support local health innovation and integration efforts. This community engagement initiative uses stakeholder stories as part of a larger outreach and communication strategy.

The vendor will assist in the development of a dissemination and sustainability plan for leveraging stakeholder stories to encourage partners and spur local ideas. The vendor will work with staff, contractors, and grantees to coordinate a story launch event(s), implement specific outreach activities, and identify further communications strategies that build a community of interest in health integration and innovation.

Key objectives of this community engagement project are as follows:

- A. To co-create dissemination plan(s) with stakeholders that will identify communication strategies and specific activities and applications for stories and related materials.
- B. To coordinate community event(s) that showcases stories and instigates broader dissemination activities to launch ongoing use of the stories.
- C. To coach and train partners, providers and communities to expand story audiences, generating communities of interest and self-organizing connections.
- D. To build narrative capacity of partners, providers, and communities and strengthen their work, partnerships, and impact.
- E. To support, expand, and sustain interest in health integration and innovation.

MDH is especially interested in expanding community participation in local health initiatives and efforts to improve population health outcomes toward health equity.

Background Information

State Innovation Model (SIM)

The Minnesota Accountable Health Model is a State Innovation Model (SIM) testing grant awarded by the [Center for Medicare & Medicaid Innovation](http://innovations.cms.gov) (<http://innovations.cms.gov>) to the Minnesota Department of Human Services (DHS) and Minnesota Department of Health (MDH) in 2013. The purpose of the SIM-Minnesota project is to provide Minnesotans with better value in health care through integrated, accountable care using innovative payment and care delivery models that are responsive to local health needs. The funds will be used to help providers and communities work together to create healthier futures for Minnesotans, and drive health care reform in the state.

The vision of the Minnesota Accountable Health Model is:

- Every patient receives coordinated, patient-centered primary care.
- Providers are held accountable for the care provided to Medicaid enrollees and other populations, based on quality, patient experience and cost performance measures.
- Financial incentives are fully aligned across payers and the interests of patients, through payment arrangements that reward providers for keeping patients healthy and improving quality of care.
- Provider organizations effectively and sustainably partner with community organizations, engage consumers, and take responsibility for a population's health through accountable communities for health that integrate medical care, mental/chemical health, community health, public health, social services, schools and long term supports and services.

Through the Minnesota Accountable Health Model, Minnesota is working to achieve the vision of the Triple Aim: improved consumer experience of care, improved population health, and lower per capita health care costs. The [Minnesota Accountable Health Model: Continuum of Accountability Matrix](#)

(http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_FILE&RevisionSelectionMethod=LatestReleased&Rendition=Primary&allowInterrupt=1&noSaveAs=1&dDocName=dhs16_181836) is designed to illustrate the basic capabilities, relationships, and functions that organizations or partnerships should have in place in order to achieve the long-term vision of the Minnesota Accountable Health Model. It will help the state to identify criteria and priorities for investment, and to lay out developmental milestones that indicate organizations or partnerships are making progress towards the vision.

For more information on the SIM grant, the Minnesota Accountable Health Model and other health reform activities visit [State Innovation Model Grant](http://www.mn.gov/sim) (<http://www.mn.gov/sim>).

SIM Community Engagement

Stakeholder engagement with existing MDH and DHS workgroups, advisory bodies and key informants were deepened to include work under the Minnesota Accountable Health Model. While workgroups will continue to work with these established stakeholders, this engagement initiative will focus on expanding and improving opportunities for target populations, via advocacy organizations and community-based organizations, to be involved through storytelling and planning communications strategies to disseminate stories to a wider audience. MDH intends to continue holding a series of meetings with key community groups to promote health integration and innovation across Minnesota. Building awareness and supporting community interests in local efforts and encouraging partnerships creates an environment ripe for connecting resources to change delivery of services and integrate care.

Goals and Outcomes

Advancing Health Equity Strategies

Health equity means achieving the conditions in which all people have the opportunity to attain their highest possible level of health.

A key emphasis in this community engagement initiative is to strengthen community relationships and partnerships to advance health equity. Community engagement proposals should include approaches and work plans that expand the range and depth of relationships to create avenues for meaningful participation of Minnesota's diverse communities in all phases of the work. Submitted proposals should describe current or existing partnerships and strategies to incorporate engagement as a means of advancing health equity within the broad framework and goals of the SIM grant.

Intentional efforts must be made to reach marginalized and underserved communities, including American Indians, communities of color, and those living in poverty or with other socioeconomic disadvantages. Community engagement efforts should be culturally appropriate and tailored to the specific needs of diverse cultural groups and identified targeted populations. We anticipate communities will co-create processes and deliverables throughout this initiative.

Strengthening Community Partnerships

Partnering with the community is necessary to create change and improve health, and to achieve the goals of the SIM grant related to accountable health. Partnerships that engage communities will affect the nature of public and private programs, policies and resource allocation^a. Submitted proposals must identify opportunities for co-learning and co-creation. SIM staff, contractors, and participants should feel that they each have something to contribute to the pursuit of improved health and the creation of accountable health models, while at the same time seeing something to gain.

Submitted proposals must describe the contractor's ability to ensure mechanisms for communication, approach to recruiting and retaining diverse people and resources throughout the process, and ability to support meaningful relationships through a variety of participatory roles.

Tasks

Throughout this initiative, SIM staff will coordinate multiple contractors in order to align this community engagement initiative with the storytelling project operating concurrently. MDH envisions a **four-phase process** to leverage stories to build partnerships for health:

Phase 1	Assess stakeholders and identify partners
Phase 2	Frame messages and co-create outreach strategies
Phase 3	Plan and conduct story launch event(s)
Phase 4	Evaluate engagement efforts

For **Phase 1**, the contractor will work with SIM staff to review information about the current storytelling efforts and identify opportunities for deeper partnerships. The contractor will be responsible for these key activities and deliverables:

- An initial meeting with MDH to discuss the proposed work plan and deliverables for Phase 1
- Participation in regional/community meetings (held throughout October) to launch the initiative and engage local partners/participants

^a http://www.atsdr.cdc.gov/communityengagement/pdf/PCE_Report_508_FINAL.pdf

- An environmental scan of media, origins and audiences that identify challenges and opportunities for SIM stories such as:
 - Frequency and/or number of recent events, news (published or broadcasted) or other stories related health innovation
 - Key themes and dominant narratives being published or broadcasted
 - Broadcast or publication opportunities to change or insert new health narratives
 - The range of current stakeholder audiences and scope of health promotion messages aimed at these audiences
 - The frequency of health messages that include equity, engagement, social determinants or other emerging health themes

- A compilation and review of any existing stories related to health innovation, accountable health and health partnerships at the local, state or national level by educational, nonprofit, industry, foundation, clinic, health system or other organizations.
- A survey and/or focus group of potential audiences to identify opportunities for story dissemination, and any additional considerations (translation, web access, etc) to reach these audiences
- A compilation of potential partners in each region or community that will assist in the creation of a local dissemination plan.

Additional deliverables from the information collection phase of the contract may also include:

- A compilation of lessons learned and best-practices from other engagement or storytelling campaigns (by region or field/issue area)
- A compilation of existing or developing models or tools which may guide successive phases of work
- Other trainings or outreach tools to enhance recruitment and retention of partners/participants

A detailed planning process for Phase 2 will be developed with MDH. The planning process will be documented, discussed, revised at MDH's direction and approved by MDH once finalized. MDH expects that Phase 1 will take no longer than 3 months.

Throughout **Phase 2 and Phase 3**, the contractor will facilitate a series of meetings with identified stakeholders and MDH staff to accomplish the objectives of each phase.

For **Phase 2**, the contractor will assist stakeholders to develop communications strategies, including an outreach component for engaging new audiences and partnerships. This may include:

- Description of related or companion pieces (e.g. infographics, narrated presentations, posters, social media) that will enhance story messages
- Detailed tasks, activities and timelines for development and publication of companion pieces
- Plans to unveil final stories and dissemination of related tools (web-based, pdf document, etc).

The contractor will be responsible for documenting the plan as co-created by partners.

Phase 3 is focused on coordinating an initial public dissemination of stakeholder stories. The contractor will play a lead role in executing the story launch event(s), incorporating the development and/or publication of companion materials that build momentum for the final launch event.

As a key engagement activity, the launch event(s) should include people who live in the community and a broad range of provider organizations including health care providers and others that reflect the targeted population and the goals of the Minnesota Accountable Health Model such as:

- local public health departments
- long-term care supports (e.g., skilled nursing facilities, assisted living, home health)
- behavioral health
- social services

Engagement efforts should consider a diverse range of community members and partners that may include, but are not limited to:

- Accountable Care Organizations (ACO)
- Alternative medicine therapy providers
- Assisted living facilities
- Behavioral health providers
- Community based non-profit or for profit organizations.
- Community mental health centers
- Community services organizations
- Community wellness programs
- Dental offices

- Emergency Medical Services (EMS)
- Employers
- Faith based organizations
- Federally Qualified Health Centers (FQHC)
- Food systems
- Health Care Homes
- Health plans
- Home health organizations
- Hospitals
- Housing organizations
- Law enforcement and correction agencies
- Local Public Health
- Long-term care supports or post-acute care facilities
- People who live in the community
- People who represent the targeted population
- Pharmacies
- Primary care, community, rural health providers, and health care homes
- Schools and educational institutions
- Social services or social supports
- Transportation

Phase 4 will consist of evaluative processes such as surveys and key informant interviews, in partnership with SIM staff and the SIM state evaluation partner (SHADAC), to assess the depth and breadth of participation by SIM stakeholders in developing new or enhanced partnerships, community relationships, and professional connections.

This may include:

- Summary of engagement process and lessons learned, including applicability of using the process with other MDH or DHS initiatives
- Summary of community and participant feedback for supporting dissemination plans or use of stories
- Recommendations for sustaining relationships and communications with participants

Available Funding

Up to \$80,000 is available to be distributed competitively. The State anticipates funding no more than two contractors to provide requested services.

Respondents wishing to provide only a portion of requested services, identified by phase, may apply for a portion of the contract. Please note an approximate range of funds of \$20,000 for each phase if applying to provide only a portion of services.

The State reserves the right not to fund a proposal if the proposal does not meet the RFP criteria and/or if the all four phases of work are not adequately addressed.

RFP and Contract Timeline

The following is the timeline for this SIM Community Engagement Initiative:

RFP posted:	June 17, 2015
All written questions due to MDH:	July 27, 2015

(Note: After July 10th, no more questions will be addressed by MDH.) Responses to written questions posted on SIM website within 3 business days upon receipt.

Proposals due to MDH:	August 3, no later than 4:00 p.m. CST
Estimated notice of awards:	August 24, 2015
Estimated contract start date:	September 1, 2015
Contract end date:	December 30, 2016

Contract Details

The term of the contract is for 16 months. The contract will begin on the date stated in the contract or upon full execution of the contract, whichever is later. Execution of the contract is dependent on the Center for Medicare and Medicaid Innovation (CMMI) approval of the contractor, contractor's budget, and the release of funds from CMMI.

Amendments to the RFP

This Request for Proposals 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 in the State's best interest to do so.

MDH RFP Contact Person

Prospective responders who wish to send correspondence regarding this RFP should write to:

Sida Ly-Xiong
State Innovation Model Community Engagement Coordinator
Minnesota Department of Health
P.O. Box 64822
St. Paul, Minnesota 55164-0882
sida.ly-xiong@state.mn.us

Other personnel are **NOT** authorized to discuss this Request for Proposals with responders, before the proposal submission deadline. Attempting to discuss this RFP with any personnel not listed above could result in disqualification.

Written Questions

Questions regarding this RFP must be submitted no later than July 27, 2015, and directed to Sida Ly-Xiong at sida.ly-xiong@state.mn.us . No additional questions will be addressed by MDH after this date. All written questions and answers that MDH has addressed will be posted on the SIM website at http://www.dhs.state.mn.us/sim/sim_storytelling.html.

Proposal Content Requirements

MDH reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used, along with other information that MDH deems appropriate, in determining suitability of proposed offer. Responders whose proposals were not accepted will be notified that a selection is made, or if it is decided, that no proposals are accepted. MDH has no obligation to explain the basis of or reasons for the decision it makes relating to the proposals and/or this RFP. MDH may identify multiple responders who are determined suitable and negotiate with each of them on parallel tracks, pending a final contracting decision. Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

Responders are expected to provide MDH with as much information as necessary in their proposal for MDH to objectively evaluate the proposal and responder qualifications. Responders must identify any requirements of this RFP that they cannot satisfy. All responses to the RFP must comply with the requirements of this section.

Failure to submit all information listed under this section may, at the discretion of MDH, result in the rejection of the proposal. If all responders fail to meet one or more of the mandatory requirements, MDH reserves the right to continue evaluating the proposals. Responders must complete and submit the following information.

Mandatory Proposal Contents:

1. **Proposal Cover Form** - Responder must submit a Proposal Cover Form that identifies the lead applicant name/organization, contact person, and specifies the amount of funds requested. The Proposal Cover Form must be signed by a representative that is legally authorized to contractually bind the responder.
2. **Table of Contents** - Provide a table of contents for the remainder of the proposal. No page limit.
3. **Overall Understanding of Goals, Outcomes and Objectives** - A statement of the specific responder objectives needed to achieve project goals, and key tasks to show or demonstrate the responder's view and understanding of the nature of the contract and approach to community engagement. No more than 5 pages.
4. **Description, Work Plan, and Deliverables**- A description of the deliverables to be provided by the responder along with a detailed work plan that identifies the major tasks to be accomplished within each phase of work, person(s) or partner(s) responsible and/or leading the work, which will be used as a scheduling and managing tool, as well as the basis for invoicing. No more than 10 pages.
5. **Responder's Experience** - An outline of the responder's background and experience with examples of similar work done by the responder and a list of personnel who will conduct the project, detailing their training, and work experience. Résumés 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 proposal that personal contact information is being provided. No more than 5 pages.
6. **Partners and Letter(s) of Support** – Letters of support from partner organizations with a stake in one or more phases of work are encouraged but not required. No page limit.

7. Submit the following forms as identified in the General Requirements Section of the RFP:

- A. Affidavit of Non Collusion
- B. Certificate Regarding Lobbying
- C. Affirmative Action Certification
- D. Veterans Preference Form (if applicable)
- E. Resident Vendor Form (if applicable)

8. Cost Proposal - A Cost Proposal is required to be submitted separately.

Responders are required to use the attached template, with a sample budget included. Provide one copy of the cost proposal in a separately sealed envelope clearly marked on the outside with "Cost Proposal" along with the organizations name. Use the attached form in Appendix B. The Cost Proposal will be a significant component in evaluating proposals. For purposes of completing the cost proposal, the state does not make regular payments based upon the passage of time; it only pays for services performed or work delivered after it is accomplished.

Proposal Submission Instructions

This RFP and all of the required proposal documents are available on the Request for Proposals page of the [SIM website http://www.dhs.state.mn.us/sim/SIM_RFPs.html](http://www.dhs.state.mn.us/sim/SIM_RFPs.html)

All responses and all requested documents should be structured in the same order and numbering/lettering format as shown in the Mandatory Proposal Contents. Extraneous materials will be discarded and not passed on to reviewers.

Additional Instructions

- Late proposals will not be considered.
- Submit ten printed copies of the proposal.
- All costs incurred in responding to this RFP will be borne by the Responder.
- Provide one copy of the cost proposal in a separately sealed envelope clearly marked on the outside "Cost Proposal" along with the organization's name.
- Fax and e-mail responses will not be considered.
- Proposals are to be sealed in mailing envelopes or packages with the Responder's name and address written on the outside.
- Proposals will be evaluated on "best value" as specified under Evaluation Process. The cost proposal will not be opened by the review committee until after the qualifications points are awarded.
- For purposes of completing the cost proposal, the state does not make regular payments based upon the passage of time; it only pays for services performed or work delivered after it is accomplished.

Proposals must be received (mailed or delivered), and date stamped by MDH's 2nd Floor Receptionist, no later than 4:00 p.m. Central Standard Time on August 3, 2015, at the following address:

Minnesota Department of Health
ATTN: Sida Ly-Xiong

Courier Address:

85 East 7th Place, Suite 220
Saint Paul, Minnesota 55101

Mailing Address:

P.O. Box 64882
Saint Paul, Minnesota 55164-0882

Proposal Evaluation

All responses received by the deadline will be evaluated by representatives of the Minnesota Departments of Health and Human Services. Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation. The state reserves the right, based on the scores of the proposals, to create a short-listing of vendors who have received the highest scores to interview, or conduct demonstrations or presentations. The state reserves the right to seek best and final offers from one or more responders. A 100-point scale will be used to create the final evaluation recommendation.

Mandatory Requirements (Scored as Pass/Fail)

The following will be considered on a pass/fail basis:

1. Proposals must be received on or before the due date and time specified in this solicitation.
2. Deliverables and services offered must comply with all of the “Applicable” IT Accessibility Standards as identified in the attached Voluntary Product/Service Accessibility Templates ([VPATs](#)). Deliverables or services that do not fully comply with the identified standards will be rejected and will receive no further consideration.

Evaluation Factors (Scored based on percentage/points or Pass/Fail as indicated)

The factors and weighting on which proposals will be judged are:

Mandatory Proposal Content	Criteria	Points (or Pass/Fail)
1.	<p>Proposal Cover</p> <p>Identifies lead applicant name/organization, contact person, and specifies the amount of funds requested. The Proposal Cover Form must be signed by a representative that is legally authorized to contractually bind the Responder.</p>	Pass/Fail
2.	<p>Table of Contents</p>	Pass/Fail
3.	<p>Overall Goals, Outcomes, and Objectives</p> <ul style="list-style-type: none"> • Expresses understanding of project goals, scope of work, and specific objectives. • Clearly describes responder’s approach to meaningful engagement and understanding of the nature of the contract. • Responder description demonstrates connection between the contract and the Minnesota Accountable Health Model. 	20
4.	<p>Description, Work Plan and Deliverables</p> <ul style="list-style-type: none"> • Provides a comprehensive approach that achieves project goals. • Provides a detailed description of effective strategies to be used to engage and target participation. • Responder’s description includes scope, schedule, and resources necessary to manage process. • Demonstrates parallel processes for ensuring collaborative processes with identified participants and coordination of planning details related to execution of one or more community events with broad participation. • The responder’s work plan is reasonable and feasible in the given timeframe. • Deliverables and any additional major tasks are clearly indicated in the work plan. 	25

5.	<p>Responder Experience</p> <ul style="list-style-type: none"> • Describes relevant experience or history of facilitating collaborative planning processes. • Responder demonstrates they have experience needed to effectively balance multiple priorities in coordinating community participatory events. • Describes relevant experience or history of working with local and statewide partnerships, community-based organizations, state agencies, and communities of color and American Indian communities, health and health care providers and other relevant stakeholders. • Describes relevant experience or history of working with local public health, behavioral health, social services and long-term and post-acute care providers. • Responder demonstrates experience partnering with multiple stakeholders and ability to attract, build and retain diverse relationships. • Background and experience of all personnel are included, relevant, and demonstrate ability to achieve contract goals. 	25
6.	<p>Partner Support (optional)</p> <p>Includes letters of support from organizations with a key stake in project outcomes and/or processes.</p>	Included in #5 above
7.	<p>Required forms</p> <ul style="list-style-type: none"> A. Affidavit of Non Collusion B. Certificate Regarding Lobbying C. Affirmative Action Certification D. Veterans Preference Form (if applicable) E. Resident Vendor Form (if applicable) 	Pass/Fail
8.	<p>Cost Proposal</p> <p>Responder must submit a cost proposal that details a list of all deliverables and a corresponding cost for the performance of each deliverable. Detail the number of hours estimated to complete each deliverable and all hourly rates utilized and calculate the total of each deliverable.</p> <p>Responders are required to submit their costs using the attached template.</p>	30

It is anticipated that the evaluation and selection will be completed by August 24, 2015.

General Requirements

Affidavit of Noncollusion

Each responder must complete the attached Affidavit of Noncollusion and include it with the response.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

Proposal Contents

By submission of a proposal, Responder warrants that 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.

Disposition of Responses

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

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

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

Notwithstanding the above, if the State contracting party is part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

Contingency Fees Prohibited

Pursuant to Minnesota Statutes Section 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.

Sample Contract

You should be aware of the State's standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services Contract is attached for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") 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 organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference on state procurement to **certified small businesses** that are **majority-owned and operated by**:

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section [16C.19](#), paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

If you are claiming the veteran-owned preference, **attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. 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 tiers.

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, responders are required to complete the attached Affirmative Action Data page and return it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency."

Certification Regarding Lobbying

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must complete the attached **Certification Regarding Lobbying** and submit it as part of its proposal.

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 the Proposer must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier

covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Insurance Requirements

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the 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.

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

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Other; if applicable, please list _____

State of Minnesota named as an Additional Insured, to the extent permitted by law

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, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous 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** 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.

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;

- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
 - If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
 - Contractor’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
 - Contractor shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
 - An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the Contract.
- D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State’s authorized representative upon written request.
- E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

E-Verify Certification (In accordance with Minn. Stat. §16C.075)

By submission of a proposal for services 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. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients 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. Submission of this certification 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.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract.** The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

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

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

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

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

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

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail: The Freeman Building 625 Robert Street North, Saint Paul, MN 55155 TC Metro: (651) 296-5663 Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us Fax: (651) 296-9042 TTY: (651) 296-1283

Email: compliance.mdhr@state.mn.us

STATE OF MINNESOTA AFFIDAVIT OF NONCOLLUSION

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

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

Responder's Firm Name: _____

Authorized Representative (Please Print) _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public Signature: _____

My commission expires: _____

STATE OF MINNESOTA VETERAN-OWNED PREFERENCE FORM

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by**:

(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;

(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or

(3) any other veteran-owned small businesses certified under section [16C.19](#), paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. When responding to a Request for Bid (RFB), the preference is applied only to the first \$500,000 of the response. When responding to a Request for Proposal (RFP), the preference is applied as detailed in the RFP.

If you are claiming the veteran-owned preference, **attach documentation, sign and return this form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

I HEREBY CERTIFY THAT THE FIRM LISTED BELOW:

My firm is a certified small business and it is majority-owned and operated by an eligible person as defined by Minn. Stat. § 16C.16, subd. 6a.

Yes **No** (must check yes or no) **State the type of documentation attached:** _____

DOCUMENTATION MUST BE PROVIDED FOR ONE OF THE FOLLOWING REQUIREMENTS:

___ (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;

State the type of documentation attached: _____

___ (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs;

State the type of documentation attached: _____

___ (3) any other veteran-owned small businesses certified under Minnesota Statute Section [16C.19](#), paragraph (d).

State the type of documentation attached: _____

Name of Company: _____

Date: _____

Authorized Signature: _____

Telephone: _____

Printed Name: _____

Title: _____

IF YOU ARE CLAIMING THE VETERAN-OWNED PREFERENCE, ATTACH DOCUMENTATION, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE TO THE SOLICITATION.

STATE OF MINNESOTA RESIDENT VENDOR FORM

In accordance with Laws of Minnesota 2013, Chapter 142, Article 3, Section 16, amending Minn. Stat. § 16C.02, subd. 13, a "Resident Vendor" means a person, firm, or corporation that:

- (1) is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
- (2) has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought;
- (3) has a business address in the state; and
- (4) has affirmatively claimed that status in the bid or proposal submission.

To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your bid or proposal.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

3. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*

Yes No (must check yes or no)

4. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.

Yes No (must check yes or no)

5. Has a business address in the State of Minnesota.

Yes No (must check yes or no)

6. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.

Yes No (must check yes or no)

BY SIGNING BELOW, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

IF YOU ARE CLAIMING RESIDENT VENDOR STATUS, SIGN AND RETURN THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION.

If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

State of Minnesota Professional and Technical Services Contract

SWIFT Contract No.:

This Contract is between the State of Minnesota, acting through its

_____ (“State”) and

_____ (“Contractor”).

Recitals

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of _____.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the State.

Contract

1. Term of Contract

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

1.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of terms: The following clauses survive the expiration or cancellation of this Contract:

8. Indemnification;
9. State audits;
10. Government data practices and intellectual property;
14. Publicity and endorsement;
15. Governing law, jurisdiction, and venue; and
16. Data disclosure.

2. Contractor’s duties

The Contractor, who is not a State employee, will:

3. Time

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

4. Consideration and payment

4.1 Consideration. The State will pay for all services performed by the Contractor under this Contract as follows:

- (a) *Compensation.* The Contractor will be paid \$_____.
- (b) *Travel expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed \$_____; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated in to this Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) *Total obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed \$_____.

4.2 Payment.

- (a) *Invoices.* The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

- (b) *Retainage.* Under Minn. Stat. § 16C.08, subd. 5(b), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head 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 under this Contract will be made from federal funds obtained by the State through _____ . The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

5. Conditions of payment

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

6. Authorized Representative

The State's Authorized Representative is _____, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. Assignment, amendments, waiver, and contract complete

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

7.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

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

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

8. Indemnification

In the performance of this Contract by Contractor, or Contractor's agents or employees, the 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 the State, to the extent caused by Contractor's:

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

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

9. State audits

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

10. Government data practices and intellectual property

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

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

10.2 Intellectual property rights.

- (a) *Intellectual property rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The “works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “Works” includes documents. The “documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the 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.” The Contractor assigns all right, title, and interest it may have in the works and the documents to the State. The 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.
- (b) *Obligations*
- (1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.
 - (2) Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor’s or the State’s opinion is likely to arise, the Contractor must, at the State’s discretion, either procure for the 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 the State will be in addition to and not exclusive of other remedies provided by law.

11. Workers’ compensation and other insurance

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Contractor shall not commence work under the Contract until they have obtained all the insurance specified in the solicitation document. Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

Further, 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 State employees. 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.

12. Debarment by State, its departments, commissions, agencies, or political subdivisions

Contractor certifies that neither it nor its principals is presently debarred or suspended by the State, 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 the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13. Certification 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.

14. Publicity and endorsement

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

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

15. Governing law, jurisdiction, and venue

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

16. Data disclosure

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

17. Payment to subcontractors

(If applicable) As required by Minn. Stat. § 16A.1245, the prime Contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime Contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half 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).

18. Termination

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

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

19. Non-discrimination (In accordance with Minn. Stat. § 181.59)

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

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;*
- (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;*
- (3) that a violation of this section is a misdemeanor; and*
- (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."*

[Delete this section if your total Contract value is under \$100,000]

20. Affirmative action requirements for contracts in excess of \$100,000 and if the Contractor has more than 40 full-time employees in Minnesota or its principal place of business

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

20.1 Covered contracts and contractors. If the Contract exceeds \$100,000 and the 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 the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 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.

20.2 Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires the 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.

20.3 Minn. R. 5000.3400-5000.3600.

- (a) *General.* Minn. R. 5000.3400-5000.3600 implements 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. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
- (b) *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers.
- (1) The 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) The 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 the 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) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. 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) The 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 the 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.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

21. 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* available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

[Signatures as required by the State.]

Appendices

Appendix A: Proposal Cover Form

1. Lead Applicant Organization- organization that will serve as the fiscal agent for project.
Grant agreement will be executed with this organization

Legal Name

Federal Tax ID# State Tax ID #

2. Contact Person for Further Information on Proposal:

Name

Title

Organization:

Address:

Phone:

E-mail:

I certify that the information contained herein is true and accurate to the best of my knowledge, and I have been authorized to submit this proposal on behalf of the applicant organizations listed above.

Signature of Authorized Official

Title of Authorized Official

Date

Appendix B: Budget Justification Form

Request for Proposals
Minnesota Department of Health

Instructions: **A complete Cost Proposal Form includes the Budget Template (excel document) and a narrative justification for identified sections below.** The narrative justification should include a description of the funds requested and how their use will support the proposal. Responder's may use/edit the provided form or create their own but must include all the information in a similar format.

Section 1 A. Salary and Wages Justification
This should include all employees of the Responder whose work is tied to the proposal.
Narrative Justification <i>(enter a description of the personnel funds requested and how their use will support the purpose and goals of this proposal. Be sure to describe the role, responsibilities and unique qualifications of each position):</i>

Section 1 B. Fringe Benefit Budget Justification			
List all components of fringe benefits rate including contributions for social security, employee insurance, pension plans, etc. Only those benefits not included in an organization's indirect cost pool may be shown as direct costs.			
Component	Rate	Wage	Cost
Total			
Narrative Justification <i>(enter a description of the Fringe funds requested, how the rate was determined, and how their use will support the purpose and goals of this proposal):</i>			

Section 1 C. Consultant Costs Justification

The costs of project activities to be undertaken by a third-party contractor should be included in this category as a single line item charge. A contract is generally the amount paid to non-employees for services or products. A consultant is a non-employee who provides advice and expertise in a specific program area. A complete itemization of the cost comprising the charge should be attached to the budget. If there is more than one contractor, each must be budgeted separately and must have an attached itemization.

Contractor	Project Role	Hours	Rate
TOTAL			

Narrative Justification (*explain the need for each agreement and how their use will support the purpose and goals of this proposal*):

Section 1 E. Supplies Justification

Materials costing less than \$5,000 per unit and often having one-time use.

Item(s)	Rate	Cost
Total		

Narrative Justification (*enter a description of the supplies requested and how their purchase will support the purpose and goals of this proposal*):

Section 1 F. Travel Budget Justification

Travel may include costs associated with travel for meetings, stakeholder engagement (reimbursement to stakeholder’s), and other items included in the work plan. The lowest available commercial fares for coach or equivalent accommodations must be used. Local travel policies prevail.

Purpose of Travel	Location	Item	Rate	Cost
Total				

Narrative Justification (*describe the purpose and need of travel and how costs were determined.*):

Section 1 G. Other

Expenses not covered in any other or previous budget category.

Item(s)	Rate	Cost
Total		

Narrative Justification (*enter a description of items and costs, including purpose toward goals of this proposal*):

ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE

This is the standard form to be used in order to determine the financial capacity of grant applicants. The creation and implementation of this form is in response to the best practices stated in the Office of Legislative Auditor's report "State Grants to Nonprofit Organizations," January 2007.

This form should be used for applicant agencies that: are requesting, or will receive, more than \$50,000; are new to state granting; are recently incorporated (five years or less); had previous unfavorable financial performance with federal and/or state funds; had significant audit findings; or for any applicant whose financial capacity is unknown or questionable.

No applicants will be excluded from receiving funding based solely on the answers to these questions.

SECTION A: APPLICANT INFORMATION		
1. Organization Name and Address	2. Employer Identification Number	3. Number of Employees Full Time: _____ Part Time: _____
4. When did the applicant receive its 501(c) 3 status? (MM/DD/YYYY)?		
5. Is the applicant affiliated with or managed by any other organizations (Ex. regional or national offices)? <input type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," provide details: 5b. Does the applicant receive management or financial assistance from any other organizations? <input type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," provide details:		6a. Total revenue in most recent accounting period (12 months). 6b. How many different funding sources does the total revenue come from?
7. Does the applicant have written policies and procedures for the following business processes? a. Accounting <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure If yes please attach a copy of the table of contents b. Purchasing <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure If yes please attach a copy of the table of contents c. Payroll <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure If yes please attach a copy of the table of contents		
SECTION B: ACCOUNTING SYSTEM		
1. Has a Federal or State Agency issued an official opinion regarding the adequacy of the applicants accounting system for the collection, identification and allocation of costs for grants <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Note: If a financial review occurred within the past three years, omit Questions 2 – 6 of this Section and 1-3 of Section C.</i>		
a. If yes, provide the name and address of the reviewing agency:	b. Attach a copy of the latest review and any subsequent documents.	
2. Which of the following best describes the accounting system? <input type="checkbox"/> Manual <input type="checkbox"/> Automated <input type="checkbox"/> Combination		
3. Does the accounting system identify the deposits and expenditures of program funds for each and every grant separately?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
4. If the applicant has multiple programs within a grant, does the accounting system record the expenditures for each and every program separately by budget line items?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input type="checkbox"/> Not Applicable
5. Are time studies conducted for an employee(s) who receives funding from multiple sources?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input type="checkbox"/> No Multiple Sources
6. Does the accounting system have a way to identify over spending of grant funds?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
SECTION C: FUND CONTROL		
1. Is a separate bank account maintained for grant funds?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
2. If grant funds are mixed with other funds, can the grants expenses be easily identified?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
3. Are the officials of the organization bonded?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
SECTION D: FINANCIAL STATEMENTS		
1. Did an independent certified public accountant (CPA) ever examine the organization's financial statements?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
SECTION E: CERTIFICATION		
I certify that the above information is complete and correct to the best of my knowledge.		
1. Signature	2. Date	
3. Title		