



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2449
Fax: 651.297.3996

REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.:	<u>1</u>	Date of Addendum:	<u>January 21, 2010</u>
Due Date, Time:	<u>February 1, 2010 @ 3 PM CST</u>	Revised Date, Time:	<u>N/A</u>
Acquisition Mgmt. Spec.:	<u>Dan Duffy</u>	Agency:	<u>DOT</u>
Web Registration No.:	<u>13632</u>		
Title:	<u>COMPUTER SOFTWARE: AUTOMATED PERSONNEL JOB BIDDING SOFTWARE</u>		

SCOPE OF ADDENDUM

Addendum #1 is issued to respond to questions that have been asked during the question period of the RFP process.

Question #1. Location of Service Disclosure appears twice in the RFP (page 37 and page 52). Do we need to fill out twice and sign?.

Answer #1. The "Location of Service Disclosure" is located on both page 37 and 52 of the RFP. So that everyone is consistent with their RFP response, please fill out the document on page 37, and disregard the document on page 57.

Question #2. How many employees are going to be using the software for Shift Bidding?

Answer #2. The actual number of employees bidding at any one time could be approximately 500 +/-, plus the supervisors, managers and other office staff. The State is asking for 600 licenses.

For TTY/TDD communication, contact us through the Minnesota Relay Service at 1.800.627.3529.

Question #3. The Special Terms and Conditions said the contract value would be listed but I did not see the number. What is the expected contract value?

Answer #3. Agency budgeted numbers are confidential.

This addendum shall become part of the RFP and **MAY** be returned with the RFP.

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____



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STATE OF MINNESOTA

REQUEST FOR PROPOSAL (RFP)

TITLE: COMPUTER SOFTWARE: AUTOMATED PERSONNEL JOB
BIDDING SOFTWARE

DUE DATE: February 1, 2010

TIME: 3:00 p.m. Central Time



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2449
Fax: 651.297.3996

**REQUEST FOR PROPOSAL
(RFP)**

TITLE: COMPUTER SOFTWARE: AUTOMATED PERSONNEL JOB BIDDING SOFTWARE

DUE DATE: February 1, 2010

TIME: 3:00 P.M. CENTRAL TIME, USA

PLACE: Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

CONTACT: Dan Duffy
Acquisition Management Specialist
dan.duffy@state.mn.us

PHONE: 651.201.2449

FAX: 651.297.3996

CONTRACT PERIOD: From the date of Contract execution to March 1, 2012 with the option to renew up to 36 months upon agreement of both parties.

Your response to this Request for Proposal must be returned sealed. Sealed responses must be received in the office of the Director of the Materials Management Division and time-stamped no later than the date and time specified above, at which time the names of the vendors responding to this RFP will be read. **Late responses** cannot be considered. The laws of Minn. Stat. Ch. 16C apply to this Request for Proposal.

In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 90 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Contract between the undersigned vendor and the State of Minnesota.

Name of Vendor: _____ **Vendor E-Mail:** _____

Address: _____

Phone: _____ **Fax:** _____ **Date:** _____

Authorized Signature: _____

Typed name of signer: _____ **Title:** _____

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: _____

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

OVERVIEW

This Request for Proposal (RFP) describes a relationship to be established between the State and a responder to provide [Commodity or Service]. The RFP also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process.

Detailed Contract obligations and measures of performance will be defined in the final negotiated Contracts. The RFP shall not be construed to limit the State's right to issue or not issue any Contract, to reject all proposals, or to negotiate with more than one responder. Specific rights are detailed elsewhere in this RFP.

Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Dan Duffy
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: dan.duffy@state.mn.us

SCHEDULE OF EVENTS

This section provides a tentative schedule of the critical project dates. Responders should carefully examine and make certain they have a clear understanding of the requirements of the specified project milestones and the associated dates.

<u>Event</u>	<u>Date Scheduled</u>
Issue of RFP	January 11, 2010
Cutoff Date for Questions	January 19, 2010 @ 1:00 P.M. Central Time
Response Due Date	February 1, 2010 @ 3:00 P.M. Central time

SUBMITTING QUESTIONS

The deadline for submitting questions is January 19, 2010 @ 1:00 P.M. Central Time. Questions must be submitted in writing to the Acquisition Management Specialist listed above. All questions received by the cutoff date will be responded to via an addendum to all responders.

PROPOSAL PREPARATION

NOTE: Responses are to be prepared and presented in the same sequential order as the questions and requests for comments are presented in this document. Responses deviating from the request for proposal format and organization may be removed from further consideration. Responses are expected to provide a straightforward and concise description of the responder's ability to meet the requirements.

Each response must be submitted with the pricing components separated in a sealed envelope and marked **"Pricing Proposal."** All other applicable material must be submitted together and marked **"General Proposal."**

Submit one original and three copies of the response in written form plus one electronic copy (either CD or flash drive). The original copy of the response must be signed by an authorized member of the firm and marked "Original." Responses are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside.

Costs for developing a response to this RFP are entirely the responder's responsibility and shall not be chargeable to the State of Minnesota or to any agency thereof.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

INTRODUCTION

This Request for Proposal does not commit the State to award any Contract or to pay any costs incurred by the vendors responding. The following terms set forth the minimum requirements of the State and may be included in the Contract entered into by the State and the Contract Vendor. Any materials submitted may be incorporated by reference in the final Contract.

All general proposal terms, specifications and special conditions form a part of this RFP and will apply to any Contracts entered into as a result thereof.

The State reserves the right to accept or reject any or all responses or parts of responses and to waive informalities therein.

All responses must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this RFP to the Acquisition Management Specialist shown on page one. **THIS IS A REQUEST FOR PROPOSAL; NOT A PURCHASE ORDER.**

1. **ESTIMATED AMOUNT.** If there is an estimated total dollar value of the Contract listed in the Special Terms and Conditions, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFP are estimated quantities only and impose no obligation upon the State either minimum or maximum.

2. **PREPARATION OF RESPONSE**

- a. **ALTERATIONS.** Any alteration, particularly in the price used to determine the successful response, may be rejected unless the alteration is initialed by the person authorized to contractually obligate the responder. Proof of authorization shall be provided upon request. The use of **correction fluid or typewriter correction tape is considered an alteration.**
- b. An **AUTHORIZED SIGNATURE** is required. The response must be in the legal name of the firm or business and must be fully and properly executed and signed by an officer or other authorized representative who shall state his/her title. **ONE ORIGINAL** and three copies of the response are requested.

Proof of authority of the person signing the response shall be furnished upon request. If the responder is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has designated an attorney-in-fact, the ordinary power of attorney should be furnished. If the responder is a partnership, a letter of authorization shall be furnished, signed by one of the general partners. If the responder is a proprietor, and the person signing the response is other than the owner, a letter of authorization signed by the owner shall be furnished.

- c. The **AFFIRMATIVE ACTION DATA PAGE** must be completed and returned with the response. All responders must be in compliance with Minn. Stat. § 363A.36, Subd. 1, as amended, pertaining to affirmative action certificates of compliance.
- d. The **TRADE SECRET INFORMATION FORM** should be filled out and returned with your response.
- e. The **AFFIDAVIT OF NONCOLLUSION** must be completed and returned with the response.
- f. The **SERVICE and DELIVERY** form should be completed and returned with the response.
- g. Applicable sections of the **CONTRACT SAVINGS AND USAGE REPORTS** should be completed and returned with the response.
- h. The **ENVIRONMENTAL REPORTS** should be completed and returned with the response.
- i. When included, the **EXTENSION TO COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS** form should be completed and returned with the response.
- j. The **TAXPAYER IDENTIFICATION** form should be completed and returned with the response.

- k. When included, the **LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION** form must be completed and returned with the response.
- l. The **Immigration Status Certification** form should be completed and returned with the response.
3. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
4. **ACTING IN CASES OF DOUBTFUL RESPONSIBILITY.** If the Manager of Acquisitions, on the basis of available evidence, concludes that a particular responder appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.
5. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.
6. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.
- The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs 54 and 60 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrong doing of the State.
7. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minn. Stat. § 181.59 and Minn. Stat. Ch. 363 prohibiting discrimination.
8. **CANCELLATION OF THE CONTRACT.** The Contract may be cancelled by the State or the commissioner of Administration at any time, without cause, upon 30 days' written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.
9. **STATE AUDITS (Minn. Stat. § 16C.05, Subd. 5).** The books, records, documents, and accounting procedures and practices of the Contract Vendor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.
10. **CONTRACT DOCUMENTS.** Contract documents, including the bond and insurance requirements in the RFP, are to be returned within 14 calendar days from receipt of the documents. Failure to comply may result in cancellation of the award.
11. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
12. **AWARD.** Unless otherwise provided for in the Special Terms, Conditions, and Specifications, the award of this solicitation will be based upon the total accumulated points as established in the RFP and where the State believes, at its sole discretion, that it will receive the best value. First consideration will be given to the responder with the highest total points. In the event that contract negotiations are unsuccessful, the responder with the next highest number of points will be selected for consideration. The final award decision will be made by the commissioner of Administration or designate. The Commissioner may accept or reject the recommendation of the evaluation team.

13. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
14. **INSURANCE.** The successful responder will be required to provide a copy of a Certificate of Insurance, including the **workers' compensation insurance** coverage requirements of Minn. Stat. § 176.181, subd. 2, as per the attached **CERTIFICATE OF INSURANCE**, prior to execution of the Contract.
15. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, 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 to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

16. **DISPOSITION OF RESPONSES.** All materials submitted in response to this RFP will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must:
 - a. clearly mark all trade secret materials in its response at the time of the response is submitted,
 - b. include a statement with its response justifying the trade secret designation for each item, and
 - c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments 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 the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its Contracts, including responses to RFPs, for a minimum of seven years.

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

17. **RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
 - a. Reject any and all responses received;
 - b. Select, for contracts or for negotiations, a response other than that with the lowest cost;
 - c. Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
 - d. Negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
 - e. Request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and

- f. Terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Contract.
18. **PAYMENT.** Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The ordering entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the ordering entity before payment will be issued.
19. **TAXES. DO NOT** add sales tax to the prices being offered. State agencies are subject to paying Minnesota sales and use taxes. Taxes will be paid to the Department of Revenue using Direct Payment Permit 1114, unless otherwise instructed in the Special Terms and Conditions of this solicitation. If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the purchaser.
20. **PURCHASING CARDS.** Contract Vendors will accept a purchasing card for order placement, in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State.
21. **PRICES.** Prices shall remain firm for the life of the Contract unless escalation is allowed in the Special Terms and Conditions. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.
- a. **TRANSPORTATION.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse unless otherwise stated in the Special Terms and Conditions. Price reductions must be passed on immediately to the State whenever they become effective. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO.
- b. **PRICE DECREASES.** During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.
22. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Contract arising from this RFP shall be effective upon the date of final execution by the State, unless a later date is specified in the Contract.
23. **RISK OF LOSS OR DAMAGE.** The State shall be relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, installation, and during the entire time the goods and/or equipment are in possession of the State, unless and until such time as unencumbered title is vested in the State and the goods and/or equipment are in exclusive possession of the State.
24. **GOVERNING LAW.** The RFP and the Contract shall be construed in accordance with and its performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC, except when to so deem such services as "goods" is unreasonable.
25. **JURISDICTION AND VENUE.** This RFP and any ensuing Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.
26. **REQUEST FOR CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document.
27. **CONFLICT OF TERMS.** In the event of any conflict between the General Terms, Conditions and Instructions and any Special Terms and Conditions of the RFP, the Special Terms and Conditions shall govern.

28. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the AMS prior to the bid opening due date and time. Any issue a responder has with the Contract award must be submitted in writing to the AMS within five working days from the time the Contract award is made public. The State will respond to any protest received that follows the above procedure.
29. **FORCE MAJEURE.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.
30. **DEFAULT.** A State purchase order constitutes a binding Contract. All commodities furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the ordering entity to cancel the Contract or purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.
31. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State Contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Materials Management Division Acquisition Management Specialist and the Department of Administration's Communication Office.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

32. **NOTICES.** If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the State shall be addressed as follows:

Dan Duffy
Acquisition Management Specialist
50 Sherburne Avenue
112 Administration Bldg.
St. Paul, MN 55155

Fax: 651.297.3996

33. **STATE AGENCY CONTRACT USE.** The State intends to use this RFP and the resulting Contract to meet its needs for goods and services purchased under the authority of the commissioner of Administration. An exception will be made when the commissioner of Administration or authorized delegate determines that the State will achieve its "best value" by utilizing alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law.

The Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist or authorized delegate unless otherwise provided for in the Special Terms and Conditions.

34. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the State's terms and conditions.

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

A material deviation is an exception to the Request for Proposal general or special terms and conditions and/or specifications that:

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

35. **OWNERSHIP**

- a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contract Vendor upon completion, termination or cancellation of the Contract. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Contract without the prior written consent of the State.
- b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

36. **PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the special terms. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.).

37. **AMENDMENT(S).** At any time the State may make changes within the general scope of the Contract by issuing a written Contract amendment duly executed by an authorized representative of the State and the Contract Vendor. If any such change causes an increase or decrease in the time required for the performance of any part of the work under the Contract, an adjustment shall be made in the Contract delivery schedule and cost, and the Contract Vendor shall be notified in writing accordingly. Any claim by the Contract Vendor for adjustment under this clause must be asserted within 30 days from the date of receipt of the notification of change. Either party may propose adjustments. If the Contract Vendor seeks an adjustment, it must request such adjustment in writing.

The Contract Vendor is required to provide a certain level of effort in producing the analysis and documentation. The State will not compensate the Contract Vendor for changes in requirements that do not result in a corresponding change in the level of effort. The State shall receive credit for reductions in level of effort due to changes and shall pay for increases in the level of effort.

Contract amendments shall be negotiated by the State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Contract amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

38. **COPYRIGHTED MATERIAL WAIVER.** The State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify,

protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.

39. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- a. 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 [responder] 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 whom this proposal [response] 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 section 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 [subcontract equal to or exceeding \$25,000] 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 CFR part 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.

- b. 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.

40. **NONVISUAL ACCESS STANDARDS.** Nonvisual access standards require:

That the effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

- 41. **ENTIRE AGREEMENT.** A written Contract (including the contents of this RFP and the Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Contract.
- 42. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Contract is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 43. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and the response of the successful vendor will become contractual obligations, along with the final Contract, if acquisition action ensues. The State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
- 44. **ASSIGNMENT.** The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.
- 45. **CHANGE REQUESTS.** The State reserves the right to request, during the term of the Contract, changes to the products offered. Products introduced during the term of the Contract shall go through a formal review process. A formal process of changing the Contract shall be developed during the negotiation of the Contract. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Contract as well as defining how adding the product will enhance the Contract. The State may request that products, other than those recommended, are added to the Contract.

In the event that the State desires to add new products and services that are not included in the original Contract, the State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the State's requirements. Evidence of the need to add products or services should be demonstrated to the State. The Contract shall be modified via supplement or amendment. The State will negotiate

the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Contract without the State's prior approval.

46. **TG/ED PREFERENCE.** In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's Help Line at 651.296.2600.

47. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to paragraphs: 6. Indemnification, Hold Harmless, and Limitation of Liability 9. State Audits, 15. Government Data Practices, 24. Governing Law, 25. Jurisdiction and Venue, 59. Intellectual Property Indemnification, and 31. Publicity.
48. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.
49. **AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors.
- a. Covered Contracts and Contract Vendors. If the Contract exceeds \$100,000 and the Contract Vendor 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 Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, Subd. 1 and Minnesota Rules 5000.3400-5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, Subd. 1, because it employed more than 40 full-time employees in another state and which does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
 - b. Minnesota Statutes Section 363A.36, Subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the 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.
 - c. Minnesota Rules 5000.3400-5000.3600 implement Minn. Stat. § 363A.36, Subd. 1. 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 Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and Contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn Rules 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - d. Disabled Workers. The Contract Vendor must comply with the following affirmative action requirements for disabled workers.

"AFFIRMATIVE ACTION FOR DISABLED WORKERS"

- (a) 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.

- (b) 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.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, Subd. 1, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) 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 of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants, and the rights of employees and applicants.
- (e) 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, Subd. 1, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- e. Consequences. The consequences of a Contract Vendor'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.
- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, Subd. 1 and Minnesota Rules 5000.3400 to 5000.3600 and is aware of the consequences for noncompliance.

50. **USAGE REPORT.** As per the requirements of this RFP, Contract Vendors are required to furnish usage data to the Acquisition Management Specialist. Unless otherwise specified in the Special Terms and Conditions, a report on Contract usage must consist of the total dollars expended by the State and other entities.

51. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the State by the responder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the responder must provide the State with Material Safety Data Sheets regarding those substances (including mercury). A copy must be included with each delivery.

52. **STATE REQUIREMENTS.** The Contract Vendor is responsible to present information to State agency and Cooperative Purchasing Venture (CPV) customers regarding product compliance with State requirements. The Contract Vendor's catalog and other marketing materials utilized to offer products under this Contract shall affirmatively state when a product is in compliance with the Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16C.145), and the Energy Star Standards. The Contract Vendor must also indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a post-consumer recycled content of 30 percent or greater. If any descriptive marketing materials are silent as to any or all of these requirements (e.g., ADA compliance, functions utilizing 30 percent recycled content paper), the Contract Vendor agrees that the customer can assume the product meets or exceeds the State requirements.

53. **COPYRIGHT.** The responder shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or not copyrighted composition, secret process, patented or not patented invention, article or appliance furnished or used in the performance of the Contract.

54. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** The State agrees to protect all properly identified Contract trade secret material, as the term "trade secret" is defined in Minn. Stat. § 13.37. In the event a request is made for information which the Contract Vendor has identified as "trade secret", the State agrees to notify the Contract Vendor of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the Contract Vendor an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information.

55. **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 Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the AMS, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," and "AMS" modified appropriately to preserve the State's rights.

56. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270.65 Subd. 3 Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

57. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the responder receiving the award of this Solicitation will be required to provide their bank routing information to the Department of Finance to enable payments to be made through EFT.

58. **PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You can call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

59. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

60. **PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED.** Not applicable.

61. **EMPLOYEE STATUS.** By order of the Governor's Executive Order 08-01, responders MUST certify their compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify their use of the *E-Verify* system established by the Department of Homeland Security.

If your response to this solicitation is or could be in excess of \$50,000, you must certify that you are in compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract Vendor and made available to the state upon request.

1. Responders are in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and that the responder and all its subcontractors do not knowingly employ persons in violation of the United States immigration laws. The Contract Vendor will obtain the State of Minnesota—Immigration Status Certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. The Contract Vendor and all its subcontractors will, by the date of the delivery of the product and/or performance of the services under this Contract, have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on this Contract.

If the Contract Vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the US immigration laws, or haven't begun to implement the *E-Verify* program for all newly hired employees in support of this contract, the state reserves the right to determine what action it may take, including but not limited to cancelling the Contract, and/or suspending or debarring the Contract Vendor from state purchasing.

62. **STATE EMPLOYEE PARTICIPATION.** When applicable, in compliance with Minn. Stat. § 16C.08 for Professional/Technical (P/T) services and 16C.09 for non P/T services, the availability of this contracting opportunity is being offered to State employees that are already doing the work in question. The State will evaluate the response of any State employee, along with the other responses to the solicitation.

After the solicitation has been issued, if a State agency is identified as being able and available to perform the task outlined in the solicitation, the State reserves the right to cancel the solicitation in its entirety.

Pursuant to Minn. Stat. §§ 16C.08 and 16C.09, the State may not enter into a contract that includes services, with a vendor if the contractor and/or its agents are State employees. By submitting a response to the solicitation, I hereby certify that my company and/or its agents are not State employees.

63. **VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE.** In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses of which the principal place of business is in Minnesota will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

64. **PREVAILING WAGE.** If this solicitation involves a project which includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds, it is subject to prevailing wage laws in accordance with Minnesota Statutes §§ 177.30-.32, 177.41-.44, 16.B, and 16C, and corresponding Rules 5200.1000 to 5200.1120. The Contractor is solely responsible for payment of any and all required Prevailing Wage rates. In accordance with Minnesota Statutes §§ 177.30(4), 177.31, and 177.32 there are Contractor and subcontractor liabilities for failure to adhere to prevailing wage laws. For questions regarding the Prevailing Wage Laws, contact the Department of Labor and Industry at 651.284.5091.
65. **BACKGROUND CHECKS.** After Contract award and prior to the start of Contract work, the Contract Vendor shall conduct background checks on all current and future employees that will perform the services required in the Contract. The background checks will be conducted through the State of Minnesota Bureau of Criminal Apprehension (BCA). Additionally, the State also reserves the right to request employee background checks be performed by the Contract Vendor through the Federal Bureau of Investigation. All costs associated with any background checks conducted by the Contract Vendor shall be the responsibility of the Contract Vendor.

The background checks must show any felony and gross misdemeanor convictions and any misdemeanors for which jail time may be imposed that disqualify the Contract Vendor's employee from performing work on state property or in sensitive work areas. The Contract Vendor must review the results of these background checks.

If the completed background check on an individual employee has an offense on their record, the Contract Vendor must seek written approval from the entity issuing the work order and its Human Resources Department, prior to allowing that individual to work under the Contract. The State reserves the right to decline any Contract Vendor's employee with an offense on their record. A non-State agency should follow its procedures for verification of Contract Vendor employee acceptance and reserves the right to decline any Contract Vendor's employee with an offense on their record.

All entities must comply with the Minn. Stat.Ch. 364 on Rehabilitation of Criminal Offenders.

Before a Contract Vendor's employee is allowed onsite to work, the Contract Vendor must certify to the State that the Contract Vendor has a printed copy of the required background check on file and will keep it and other information on file and available for a minimum of six years for audit by the State. If requested, the results of the background checks shall be provided to the State by the Contract Vendor.

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 and time 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:

1. has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
–or–
has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

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

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX 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). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time)]. **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 Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

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: employerinfo@therightsplace.net

Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in bids or proposals becomes public upon completion of the evaluation process for proposals and negotiations are complete, or upon completion of the selection process for bids. However, "trade secret information" as defined in Minn. Stat. §13.37, subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in bids and proposals is not trade secret information, the following form is needed to assist the state in making appropriate determinations about the release of data provided in a bid or proposal.

All responders must select one of the following boxes:

- ☐ My bid/proposal **does not** contain "trade secret information." I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. §13.591.
- ☐ My bid/proposal **does** contain trade secret information because it contains data that:
 1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
 2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
 3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my bid/proposal contain trade secret information. I have completed the following:

- ☐ I have clearly marked and placed any data I claim to be "trade secret information" in a separate envelope **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

By submitting this bid/proposal, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the state's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the state in defending such an action.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION
AFFIDAVIT OF NONCOLLUSION**

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

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response 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 vendor designed to limit fair or open competition;
3. That the contents of the RFP response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and
4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Firm Name: _____

Subscribed and sworn to me this ____ day of _____

Notary Public

My commission expires _____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

SERVICE AND DELIVERY

Service and delivery are important requirements for all State Contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Materials Management Division, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME:	_____	TITLE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:	_____	TITLE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

ORDER ADDRESS:

STREET/PO BOX:	_____		
CITY/STATE:	_____	ZIPCODE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

REMIT-TO ADDRESS:

STREET/PO BOX:	_____		
CITY/STATE:	_____	ZIPCODE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

CONTRACT SAVINGS AND USAGE REPORTS

SAVINGS REPORT.

Responders are required to calculate the percentage savings the State will realize as a result of the Contract and include the amount of the percentage savings in the response.

Contract Prices Average: ____ % Less than the price quoted to the general public (for reporting purposes only).

USAGE REPORT, FREQUENCY (after Contract award).

Unless specified otherwise in the Special Terms and Conditions, the report on Contract usage must consist of the total dollars expended, broken down by:

- State agencies
- CPV members

Failure to provide these reports may result in Contract cancellation. The following reporting frequency is required, at a minimum:

- Annually, or as requested
- Final report after the end of the Contract

See the next page of an example of the data fields that are needed in your usage report.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

ENVIRONMENTAL REPORTS

ENVIRONMENTAL PRODUCTS AND SERVICES

Environmental Characteristics for Reporting Purposes. The State desires to purchase environmentally responsible goods and services where practicable. To identify these products and report the purchasing results, the State must know the environmentally responsible characteristics of the goods and services offered. Using the list of environmental codes below, specify which line items have environmentally responsible characteristics and enter the appropriate environmental code. The environmental codes* are:

EE = Energy Efficient	EM = Remanufactured
LT = Less Toxic	RE = Repair
PB = Plant-based	US = Used
RB = Rebuilt	WC = Water Conserving
RC = Recycled Content	MU = Multiple Codes Specify: _____
(post-consumer: _____ %)	TO = Other Specify: _____
RK = Reduced Packaging	NO = None

Enter the appropriate environmental code for each item offered, either after the description of the item, or after the price.

If all goods and services offered are the same environmental code, enter it here: _____

If none of the items being offered have environmental characteristics, please check and initial here: ☐ _____.

*See the next page for definitions of the environmental codes to assist in coding products by the line item.

Mercury: As per Minnesota Statutes, the State cannot buy mercury in thermometers and certain other products. Please certify below if your product does or does not contain mercury. The actual product specification will stipulate if mercury is prohibited.

Does your product contain mercury? ☐ Yes ☐ No

If yes, list the components that contain mercury: _____

Environmental Codes Definitions

EE (Energy Efficient) - A product that uses less energy (either electricity or fossil fuel) to accomplish its task relative to a comparable product or to an earlier version of the same product by the same manufacturer.

LT (Less Toxic) - A product containing a smaller amount of toxic substances relative to a comparable product or a product reformulated to be less toxic.

PB (Plant-Based) - A product derived from renewable resources, including fiber crops (such as kenaf); chemical extracts from oilseeds, nuts, fruits and vegetables (such as corn and soybeans); agricultural residues (such as wheat straw and corn stover); and wood wastes generated from processing and manufacturing operations. These products stand in contrast to those made from fossil fuels (such as petroleum) and other less renewable resources (such as virgin timber).

RB (Rebuilt) - A product refurbished to a level less than a total remanufacture. The warranty is by the rebuilder, and may be different from the same product when new or remanufactured. Also called reconditioned or refurbished.

RC (Recycled Content) - A product containing materials that have been recovered or diverted from the solid waste stream after consumer use (post-consumer).

RK (Reduced Packaging) - A product presented for use with less packaging or alternative methods of packaging or shipping.

EM (Remanufactured) - A product restored to its original condition by extensive rebuilding, usually given an equal or better warranty than a new product.

RE (Repair) - A product that has had a defect corrected and can again serve its original function. Repairing is a less comprehensive process than either remanufacturing or rebuilding.

US (Used) - A product used or owned before without further manufacture.

WC (Water Conserving) - A product that requires less water to operate or to manufacture than a comparable product, or a different version of the same product from the same manufacturer.

MU (Multiple Codes) - A product that has several significant environmentally responsible characteristics, and could be classified under more than one code, but not one code is predominant.

TO (Other) - A product having environmentally responsible characteristics that does not fit into any of the categories listed above.

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TAXPAYER IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: _____

Address: _____

Federal Employer ID Number or Social Security: _____

Minnesota State Tax ID Number: _____

Minnesota Vendor Registration Number: _____

If you are not registered as a vendor to the State, you may register online at
www.mmd.admin.state.mn.us/mn02000.htm.

(Note: If approved, you will receive your vendor number three business days after you register.)

Are you a sole proprietorship? ☐ Yes ☐ No

Are you an independent contractor? ☐ Yes ☐ No

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

(01/08)

VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses are certified small businesses of which the principal place of business is in Minnesota and that are majority-owned and operated by either (check the box that applies and attach the certification documents with your response):

☐ (1) recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, 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; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

☐ (2) veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Provide this form and the documentation above with your response. If you don't check a box above, or you don't provide the requested documentation, or you do not return this form, you will not be considered for this preference.

GENERAL INSURANCE REQUIREMENTS

The Contractor/Contract Vendor (Contract Vendor), and/or their authorized distributor, dealer, reseller, subcontractor (Subcontractor), shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the Contract Vendor, their Subcontractor, or by anyone directly or indirectly employed under this Contract. The State will determine whether the Contract Vendor or the Contract Vendor's Subcontractor insurance will be filed with the State.

The Contract Vendor, or their Subcontractor, 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. The Contract Vendor, or their Subcontractor, under this Contract can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the Contract.

REQUIREMENTS FOR THE CONTRACT VENDOR OR THEIR SUBCONTRACTOR:

The Contract Vendor's policy(ies), or their Subcontractor'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 this Contract.

An Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's policy limits, or their Subcontractor's policy limits, to satisfy the full policy limits required by the Contract.

The Contract Vendor's policy(ies), or their Subcontractor's policy(ies), shall 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.

The Contract Vendor, or their Subcontractor, is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor, or their Subcontractor, is self-insured, a Certificate of Self-Insurance must be attached.

The Insurance Companies used must have an "AM Best" rating of A- (minus), Financial Size Category (FSC) VII or better, and be authorized to do business in the State of Minnesota.

NOTICE TO THE CONTRACT VENDOR OR THEIR SUBCONTRACTOR:

The failure of the State of Minnesota to obtain Certificate of Insurance, for the policies required under this Contract or renewals thereof or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor, or their Subcontractor, to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contract Vendor, or their Subcontractor, is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor or their Subcontractor. All insurance policies must be open to inspection by the state, and copies of policies must be submitted to state's authorized agent upon written request.

NOTICE TO INSURER:

The Contract Vendor's insurance company, or their Subcontractor's insurance company, waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

POLICY REQUIREMENTS:

1. **Workers' Compensation Insurance:**

- A. Statutory Compensation Coverage. If MN Statute 176.041 exempts the Contract Vendor, or their Subcontractor, from Workers' Compensation insurance or if the Contract Vendor, or their Subcontractor, has no employees in the State of Minnesota, the Contract Vendor, or their Subcontractor, must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excluded the Contract Vendor, or their Subcontractor, from MN Workers' Compensation requirements.

If during the course of the Contract the Contract Vendor, or their Subcontractor, becomes eligible for Workers' Compensation, the Contract Vendor, or their Subcontractor, must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

- B. Coverage B – Employer's Liability with limits of not less than:
\$100,000 Bodily Injury by Disease per Employee
\$500,000 Bodily Injury by Disease Aggregate
\$100,000 Bodily Injury by Accident

Evidence of Subcontractor insurance shall be filed with the Contract Vendor or as directed by the State.

2. **Automobile Liability Insurance:**

The Contract Vendor, or their Subcontractor, shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned and hired automobiles.

- A. Minimum Limits of Liability:
\$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit
- B. Coverages:
☒ Owned Automobile
☒ Non-owned Automobile
☒ Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contract Vendor or as directed by the State.

3. **General Liability:**

The Contract Vendor, or their Subcontractor, shall 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.

- A. Minimum Limits of Liability:
\$2,000,000 - Per Occurrence
\$2,000,000 - Annual Aggregate
\$2,000,000 - Annual Aggregate applying to Products/Completed Operations
- B. Coverages
☒ Premises and Operations Bodily Injury and Property Damage
☒ Personal & Advertising Injury
☒ Blanket Contractual
☒ Products and Completed Operations
☒ **State of Minnesota named as an Additional Insured**

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

This policy will provide coverage for all claims the Contract Vendor or their Subcontractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contract Vendor's or their Subcontractor's operations under the Contract.

Contract Vendor or their Subcontractor is required to carry the following **minimum** amounts:

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

Any deductible will be the sole responsibility of the Contract Vendor or their Subcontractor and may not exceed \$50,000 without the written approval of the State. If the Contract Vendor or their Subcontractor desires authority

from the State to have a deductible in a higher amount, the Contract Vendor or their Subcontractor 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 Contract Vendor or their Subcontractor 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 Contract Vendor or their Subcontractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If Contract Vendor or their Subcontractor discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

PREFACE STATEMENT. THE INFORMATION CONTAINED BELOW DESCRIBES THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS APPLICABLE TO THE RFP AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

1. PROJECT OVERVIEW.

The Minnesota Department of Transportation (Mn/DOT) provides many services to the traveling public including Snow and Ice removal, guardrail replacement, incident response, traffic control, and paving.

The Maintenance Department operations are vastly different during the seasons. During the summer, Maintenance crews are responsible for mowing, paving, guardrail repair. During the winter, Maintenance's main responsibility is to keep the roads safe and free from snow and ice. To provide all of these services, Mn/DOT Maintenance utilizes shift bidding for the summer months. Each maintenance employee is given a form in the spring with a list of available positions for the upcoming summer. Then the employees fill out a paper form outlining their top three (3) choices. This is then manually combined, filling each vacancy while complying with labor and union rules, all the while factoring in the individual's training. Mn/DOT expects that a new bidding software will complete this bidding process automatically. The new computer software should efficiently fill vacancies while complying with labor and union rules.

3. GOAL.

The Minnesota Department of Transportation (also referred to as "the State") requests proposals to provide an Automated Personnel Job Bidding Software. The goal is to acquire the software that best meets the State's needs at the best value. One vendor will be awarded a Contract by the State of Minnesota.

4. SAMPLE TASKS AND CONTRACT PERIOD.

The Contract will include payment to cover the:(a) software license fee; (b) associated costs for installation, integration, production, software upgrades, additional instrument interfaces, and customer support before and during a one-year warranty & maintenance period; and (c) associated costs for ongoing maintenance, upgrades, and customer support beyond the one-year warranty period. The Contract will be in effect through March 1, 2012, with an option to extend up to 36 months, a year at a time.. The Contract Vendor is responsible for maintaining the software; for the availability of replacement copies of the installation materials for the application; for the continuing maintenance of the application; and for making necessary upgrades, repairs and modifications in order to comply with federal and state laws. The data will be the property of the State of Minnesota.

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. Responders should separate these optional items from the required items on the cost proposal.

5. ESCALATION.

Prices shall be firm for the initial term of the Contract. After the initial term of the Contract, escalation may be allowed based upon a demonstrable industry-wide or regional increase in the Contract Vendor's costs.

Documentary evidence must be submitted prior to any proposed escalation of pricing. The amount of any increase is not to exceed 10 percent for any commodity/service over the life of the Contract. The exact amount of escalation, if any, will be governed by the validity of the documentary evidence submitted. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

6. ADMINISTRATIVE PERSONNEL CHANGES.

The Contract Vendor must notify the AMS of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.

7. CONTRACT VENDOR PERSONNEL AND PROJECT MANAGEMENT.

If the need arises to add to or remove any of the Contract Vendor's key personnel named in the transmittal letter, whether permanently or temporarily, the Contract Vendor must provide written notification two weeks in advance to the Acquisition Management Specialist (AMS). This notice is only required if the change is for more than 10 consecutive work days excluding normal vacation leave. If the Contract Vendor is adding personnel, the written notification should include the proposed individual's name and his or her resume. If the AMS does not approve the proposed change(s), the AMS will respond in writing within two weeks.

8. **INQUIRIES.** Questions from prospective responders regarding this RFP shall be submitted in writing to the Acquisition Management Specialist, Dan Duffy (dan.duffy@state.mn.us), no later than January 19, 2010 at 1:00 PM Central Standard Time.
9. **FUNDING OUT CLAUSE.** Notwithstanding paragraph 8. CANCELLATION OF THE CONTRACT of the General Terms and Conditions, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or another funding source; if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, or if operations of the paying entity are being discontinued. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the cancellation. The State will not be assessed any penalty if the Contract is terminated in accordance with this section. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to cancel the Contract.
10. **PRICING OFFERED IN RESPONSE.** Prices listed in your response to this solicitation must take into consideration all inherent costs of providing the requested goods and/or services. The responder agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations. The State will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.
11. **FREIGHT (FOB).** Orders shall be shipped FOB Destination, prepaid and allowed. Freight costs shall be included in the bid unit price.
12. **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 Subcontract Vendors at all levels.
13. **SOFTWARE AND LICENSING AGREEMENTS.** Responders are instructed to include with their response any license agreements, maintenance agreements, third-party agreements, escrow agreements, or any other documents pertinent to this product. Review and approval by the State will be required prior to final award. Failure to provide any of the pertinent documents with your response may result in the State not agreeing to sign any additional documents, rejecting your response, and/or cancelling the award to your company. At a minimum, the Contract Vendor shall comply with the following:
- A. The terms and conditions that afford the State the right to use the Automated Personnel Job Bidding Software product must allow migration from one server to another during the course of this ensuing Contract, at no charge to the State.
 - B. The terms and conditions of the license that afford the State the right to use the Automated Personnel Job Bidding Software product must extend to the State's employees, consultants, Contract Vendors, and agents. It shall be understood that, if a Minnesota state agency other than the Minnesota Department of Transportation is to access and use the Automated Personnel Job Bidding Software product, then it must procure the Automated Personnel Job Bidding Software product and pay additional costs according to the terms and conditions of the contract.
 - C. The terms and conditions of the license must allow for a perpetual software license agreement, such that the State can rightfully continue to use the software beyond the termination date of the contract, unless a breach of terms occurs.
 - D. The State understands that the Automated Personnel Job Bidding Software product is a proprietary product and is protected by copyright law. Nonetheless, the State reserves the right to copy the Automated Bidding Software product as required in the normal course of the State's backup procedures for archival or disaster recovery testing purposes.

14. **ELECTRONIC FILE TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word document from the following link:

<http://www.mmd.admin.state.mn.us/process/admin/documents/13632C-1023AttachmentA-BandAppendix1.doc>

This document contains solicitation items and quantities for entering price information. In order for you to download the document, you must type or copy and paste the link's file path and name into your browser address line. When the document file opens, use the "Save As..." feature to save the document to your computer hard drive or a disk.

The "Save As" feature does not work from the printed link - you need to put the complete file name and path in your browser's address line and open the document to be able to save the document to a disk. If you need assistance please contact our helpline at 651.296.2600.

15. **ESCROW AGREEMENT.**

Because it is one goal of this procurement to rely upon the Contract Vendor to provide overall system support and maintenance/subscription services, the Contract Vendor is not required to provide the source code directly to the State. However, in order to protect the State's investment, the Contract Vendor must ensure that the original and modified source code shall be held for safe keeping by an independent third party. A copy of the escrow agreement shall be included in the response.

16. **REIMBURSEMENTS.**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contract Vendor 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 Minnesota Management and Budget. 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.

17. **CERTIFICATION REGARDING LOBBYING.**

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

18. **SECURE PROTECTION AND DATA HANDLING.**

- A. **Network Security.** Vendor agrees at all times to maintain network security that, at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Vendor agrees to maintain network security that conforms to one of the following:
1. Those standards that the State of MN applies to its own network, as found at http://www.state.mn.us/mn/externalDocs/OET/Minnesota_Enterprise_Technical_Architecture_201_051906123444_Enterprise%20Technical%20Architecture%20%202%2001.pdf and elsewhere;
 2. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository/1023.html> and <http://checklists.nist.gov/repository/>; or
 3. Any generally recognized comparable standard that Vendor then applies to its own network.
- B. **Data Security.** Vendor agrees to protect and maintain the security of data with protection. These security measures include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example, by Microsoft notification.
- C. **Data Transmission.** Vendor agrees that any and all transmission or exchange of system application data with the State of MN and/or any other parties expressly designated by State of MN – shall take place via secure means, e.g. HTTPS, SFTP, or via the State's VPN gateway.
- D. **Data Storage.** Vendor also agrees that any and all State of MN data will be stored, processed, and maintained solely on designated target servers and that no State of MN data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Vendor's designated backup and recovery processes.
- E. **Data Encryption.** Vendor agrees to store all State of MN backup data as part of its designated backup and recovery processes in encrypted form, using no less than 128 bit key.
- F. **Data Re-Use.** Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the contract, if awarded. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no State of MN data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State of MN.

- G. **End of Agreement Data Handling.** The Vendor also agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all State of MN data according to the standards enumerated in D.O.D. 5015.2 and certify in writing that these actions have been complete within 30 days of the termination of this Agreement or within 7 days of the request of an agent of the State of MN, whichever shall come first.
- H. **Notification to Individuals.** Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of MN and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

29. GOVERNMENT DATA PRACTICES.

In addition to Clause 15 in the General Terms and Conditions, the Contract Vendor agrees to the following specifications regarding any environmental laboratory data that may be provided by the State to the Contract Vendor under this Agreement and the results and reports created by the Contract Vendor under this Agreement:

- A. State shall own the data;
- B. Contract Vendor shall store the data on behalf of the State at the highest level of security, consistent with state and federal laws and standards in the industry;
- C. Contract Vendor shall access, use and disclose the data only to perform Contract Vendor's duties under this Agreement;
- D. Contract Vendor shall ensure that the data, while maintained by Contract Vendor in any form, cannot be accessed by any individual who is not employed by Contract Vendor; and
- E. Contract Vendor shall, at the expiration or termination of this contract, make reasonable efforts to destroy or return to the State all records of results or reports generated under this Agreement. If destruction or return of the results or reports cannot be accomplished through commercially reasonable means, then Contract Vendor shall restrict access to the test results to the greatest extent possible.

30. WEB PRESENTATIONS.

Phase III finalists shall be required to provide a web presentation of their product and respond to other questions. A script will be created based on the RFP and will be scored.

31. REQUIRED DOCUMENTS.

Return the entire RFP. The documents listed below need to be either signed, filled out, responded to and/or written:

- RFP Signature, Page 1.
- Affirmative Action Certificate, Page 16.
- Trade Secret Form, Page 17.
- Affidavit of No-Collusion, Page 18.
- Service and Delivery Contacts, Page 19.
- Contract Savings and Usage Report, Page 20.
- Environmental Reports, Page 21.
- Taxpayer Information, Page 23.
- State of MN Immigration Status Certification, Page 24.
- Veteran-owned Service, Disabled Veteran-owned Preference Form, Page 25
- Insurance
- Software Agreement
- Escrow Agreement
- Transmittal Letter
- Location of Service Disclosure, Page 37.
- Certification regarding Lobbying, Page 38.
- Attachment A, B and Appendix 1

EVALUATION

AWARD. The award will be made to the financially responsible and technically responsive vendor whose response conforms to all conditions and requirements of the RFP, and which is most advantageous to the State, with price and other factors considered.

Except at the invitation of the AMS, no activity or comments from responders regarding this RFP shall be discussed with any of the evaluation committee persons during the evaluation of the responses. A responder who contacts an evaluation committee member may, as a result, have its response rejected.

PHASES.

The State shall conduct an evaluation of responses to this RFP. The evaluations will be conducted in four phases:

Phase I - Review and select responsive, compliant responses

Phase II - Evaluate responses

Phase III - Select finalist's

Phase IV - Sign Contract's

Non-selection of any response will mean that either another response was determined to be more advantageous to the State or that the State exercised its right to reject all responses. At its discretion, the State may perform an appropriate cost and pricing analysis of a vendor's response, including an audit of the reasonableness of any response. During the evaluation process, all information concerning the responses submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, the State may request that a responder provide explicit written clarification to any part of its response.

Phase I - Review and Select Responsive, Compliant Responses

The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the RFP. A pass/fail criteria will be used. A response must comply with all instructions listed in this RFP. The State reserves the right to reject any and all responses, to modify these RFP specifications, or to waive any informalities in the RFP. Any response found to be non-responsive will be eliminated from further evaluation. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating the Contract with the selected vendor. If no award is made the responses are not made public. The State will notify all responders in writing of the evaluation results.

Phase II - Evaluate Responses

Only those responses found to be responsive under Phase I will be considered in Phase II. The State may request clarification from one or more responders. The responses must be made in writing as the State will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation.

However, the State reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

Responses will be rated as follows:

Attachment A. Mandatory Req.	266 Points
Attachment B. Other Questions.	161 Points
Appendix 1 - Cost	400 Points
*Survey of References	33Points
Web Presentation	100 Points
Acceptance of Terms & Conditions	40 Points
TOTAL	1000 Points

As indicated above, points will be awarded based on the level of acceptance of the State's terms and conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken. In the event that negotiated terms cannot be reached, the State reserves the right to reject the proposal. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.

If only one response is submitted to the solicitation, the State reserves the right to review the response submitted for compliance and to award without assigning points or to reject the offer and re-issue the solicitation, whatever is in the State's best interest.

Phase III - Select Finalist(s)

Only those responses that are found to be responsive under Phases I and II will be considered in Phase III.

The State reserves the right to request web presentations, and/or Best & Final offers by the responders and the opportunity to interview key personnel during Phase II and/or III. The State reserves the right to select the number of responders for the Best & Final offer, oral presentations, and/or to enter into negotiations. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final offer, and/or negotiations.

First consideration will be given to the responder with the highest total points in the criteria listed in this RFP. In the event that contract negotiations are unsuccessful, the responder with the next highest number of points will be selected for consideration. Except at the invitation of the evaluation chairperson and with the approval of the AMS, no activity or comments from responders regarding this RFP shall be discussed with any of the evaluation committee persons during the evaluation of the responses. A responder who contacts an evaluation committee member may, as a result, have its response rejected.

The final award decision will be made by the commissioner of Administration or designate. The commissioner may accept or reject the recommendation of the evaluation team.

Phase IV - Sign Contract with Awarded Vendor

*Must Provide 3 references and email addresses in Transmittal Letter.

TRANSMITTAL LETTER

A separate transmittal letter shall be included at the beginning of each response. The letter should be in the form of a standard business letter on the responder's letterhead. It must be signed by an individual authorized to sign a contract for the firm. The transmittal letter must include the following:

— **RESPONDER NAME, ADDRESS, CONTACT PERSON, E-MAIL ADDRESS, FAX AND TELEPHONE NUMBER.**

— **EXECUTIVE SUMMARY.** A concise (maximum of ten pages) summary stressing the key points of the response.

— **NOTICES.** All notices to the State shall comply with Item 33 of the General Terms, Conditions and Instructions. The Responder is required to provide the name, title, address, phone and fax numbers where notices are to be sent.

— **BUSINESS BACKGROUND AND DIRECTION.** A statement of the responder's business history, pricing philosophy and how it applies to current and future Contracts, future business direction, summary of management's background, description of all current accounts which are similar to the Contract described herein relating to size, volume, and complexity, average delivery times, average percentage of on-time deliveries, average time to resolve problems, average maintenance response times and a statement that this Contract activity is authorized by the responder's corporate bylaws. Maximum of ten pages.

— **PREPARER(S).** A statement identifying the individuals who were involved in the preparation of the response.

— **ACCEPTANCE OF TERMS.** The contents of the RFP and the response of the successful responder will become contractual obligations, along with the final Contract, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The State is under no obligation to accept wording changes submitted by the responder. The State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

— **FLEXIBLE SCOPE.** A statement that the responder is committed to flexibility in the products and services offered in the response at the State's request.

— **PRICE EVALUATION.** A statement that the responder agrees that price evaluations will be based on the appendices, as structured, in response to this RFP.

— **INDEPENDENT PRICING.** A statement in which the responder certifies that, in connection with this Contract, the prices proposed have been arrived at without consultation, communication, or agreement, for the purpose of restricting competition.

— **SIGNER(S).** A statement guaranteeing that each person signing this response and addenda, if required, is the person in the responder's organization responsible for, or authorized to make, decisions as to the prices quoted in the cost response and that she/he has not participated and will not participate in any action contrary to those stated above. **NOTE:** A copy of corporate resolutions must accompany the transmittal letter, authorizing the person(s) signing and/or initialing the response to sign binding Contracts.

— **KEY PERSONNEL.** A statement identifying the key personnel who will act as Contract and/or project managers.

— **LIST OF SUBCONTRACTOR(S).** Attach a list of all proposed subcontractors, including:

- Title of the subcontractor business.
- Business address.
- Contact person at subcontractor business and phone number.
- Company background.
- Description of business function as it relates to the Contract.
- Two business references, including addresses, fax and telephone numbers.
- Notation whether or not the subcontractor is certified by the State as a Targeted Group Vendor.

— **SUBCONTRACTOR STATEMENT(S).** Attach a statement from each proposed subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:

- The general scope of the work to be performed by the subcontractor.
- The subcontractor's willingness to perform the work indicated.
- That the subcontractor does not discriminate in its employment practices pursuant to Minn. Stat. Ch. 363.

— **SUBCONTRACTS.** None of the services to be provided by the Contract Vendor pursuant to the Contract shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity without the prior written consent of the State. The State shall review and approve subcontract language which shall be attached to the Contract as an exhibit or amendment and shall in no way alter the State Contract terms and conditions. All subcontracts shall contain provisions for State access to the subcontractor's books, documents, and records for inspections. No subcontract or delegation of work shall relieve or discharge the Contract Vendor from any obligation, provision, or liability under the Contract.

— **CONSENT.** A statement that the Contract Vendor shall not assign any part of its interest in the Contract without prior written consent of the State. This consent shall not be unreasonably withheld.

— **NONVISUAL ACCESS STANDARDS.** A statement describing technology-related products the responder can offer as part of its response that comply with the nonvisual access standards as set forth in Minn. Stat. Ch. 16C.145 and how those products are identified in the product listing. Provide information on the differences in quality, prices, and delivery.

— **REFERENCES.** Provide a minimum of 3 references with the similar product that is the scope and size of the Department of Transportation. Include name, title, company name, email address, phone number and fax number.

STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

LOCATION OF SERVICE DISCLOSURE

- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will entail work that is ENTIRELY performed within another state or states within the United States.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed in part within Minnesota and in part within another state or states within the United States.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, DO involve work outside the United States. Below (or attached) is a description of:

- (1) the identity of the company and its location (identify if subcontract Vendor) performing services outside the United States;

- (2) the location where services under the Contract will be performed;

- (3) and the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

- ☐ Attachment enclosed at (state where): _____

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the Contract without prior, written approval from the State of Minnesota.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____

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

Attachment A. Mandatory Requirements: General Application, Security, Administrative User Interface, Work Roster Management, Personnel Management, Work Schedule Staffing Management, Technical Specifications and Reporting

Respond by entering the appropriate status score and provide detail below. This section will be scored.

These are mandatory requirements, a 0 or a 1 does not meet the mandatory requirements.

If the responder does not assign a status to any requirement, then that functionality will be considered unavailable and the State will assign a status of '0'.

Status

- | | | |
|----------|-------------------------------------|--|
| 0 | Unavailable | Functionality does not exist currently. |
| 1 | Partially Available | Part of the functionality exists currently. |
| 2 | Alternative | Functionality does not exist in the current release. An alternative approach, such as application development tools, screen modification, or report writer could be used.
<i>Describe the alternative(s) in the comments section.</i> |
| 3 | Fully Available | Functionality exists in the currently available release, and it is included in the proposed cost. Functionality can be demonstrated. |
| 4 | Fully Available & In Use | Functionality exists in the currently available release, and it is included in the proposed cost. Functionality can be demonstrated, and it is already in use at other client sites. |

1. General Application Access

- 1.1 The Application should be an enterprise class system able to provide multiple instances of the Database to support multiple Government Business Units.

Status Score: ____

Detail:

- 1.2 Application should provide access via:

Touch tone telephone

Internet

Intranet

Status Score: ____

Detail:

- 1.3 Any changes to any database for any reason should be recorded in an audit trail.

Status Score: ____

Detail:

2. Security

- 2.1 The system should provide comprehensive security system including layered security, limiting individuals control over specific units and/or function as specified and controlled by the administrator.

Status Score: ____

Detail:

- 2.2 The system security should require both a User ID and password for access.

Status Score: ____

Detail:

- 2.3 The system should allow temporary duty assignments for administrators allowing individuals to have a higher security access for a specific time period.

Status Score: ____

Detail:

- 2.4 Access to a User Time Tracking should be configurable to limit access by User logon security and privileges.
Status Score: ____
Detail:

3. Administrative—User Interface

- 3.1 The Application should run on Microsoft Windows XP.
Status Score: ____
Detail:
- 3.2 The Application should allow administrators to:
View the daily schedule by groupings to include staffing (by shift and/or unit), and vacancies (by shift and/or unit)
Status Score: ____
Detail:
- 3.3 The Application should allow administrators to:
Record exceptions to all schedules
Status Score: ____
Detail:
- 3.4 The Application should allow administrators to:
Verify certification/license expirations
Status Score: ____
Detail:
- 3.5 The Application should allow administrators to:
View the list of qualified and available candidates according to the Department's staffing rules.
Status Score: ____
Detail:
- 3.6 The Application should allow administrators to:
Display promotional and out of class lists.
Status Score: ____
Detail:
- 3.7 The Application should allow administrators to:
Obtain the work status information per individual employee.
Status Score: ____
Detail:
- 3.8 The Application should allow administrators to:
View employee information including, but not limited to, name, SSAN, employee number, address, phone numbers, work status, rank, hire date and promotional date.
Status Score: ____
Detail:
- 3.9 The User Internet and Intranet user interfaces should allow a user to:
Obtain employee work status information.
Status Score: ____
Detail:
- 3.10 The User internet and Intranet user interfaces should allow a user to:
Change their phone numbers.
Status Score: ____
Detail:

4. Work Roster Management

- 4.1 The application should have the ability to develop a work roster based on position, day, and shift.

Status Score: ____
Detail:

- 4.2 The application should have the ability to provide unique rules for each position, day, and shift such as, but not limited to:

- Minimum staffing levels required
- Minimum Classification

Required Certifications

Status Score: ____
Detail:

- 4.3 The application should update databases in real time keeping an accurate roster at all times.

Status Score: ____
Detail:

- 4.4 Roster updates should be completed using the department's rules, guidelines and staffing selection process.

Status Score: ____
Detail:

5. Personnel Management

- 5.1 The user should have the ability to self provision for:

- Personal Contact Information
- Work Phone
- Home Phone
- Cell Phone
- Email
- Pager
- Residential Address
- Availability
- Training
- Certifications

Rank

Status Score: ____
Detail:

6. Work Schedule/Staffing Management

- 6.1 The system should have a module, which facilitates the department's annual bid process for shifts and positions.

Status Score: ____
Detail:

- 6.2 The module should be able to:
Notify identified personnel via telephone, text or email regarding the applicable time to submit their respective bid.

Status Score: ____
Detail:

- 6.3 The module should be able to:
Allow personnel to remotely view and submit requests for available positions.

Status Score: ____
Detail:

- 6.4 All schedules should be configured based on the outcome of the departments bid process for shifts and positions.

Status Score: ____
Detail:

- 6.5 Management should be able to review status of schedule and the bidding process at any time.

Status Score: ____

Detail:

- 6.6 Rules should identify schedule issues and exceptions.
Status Score: ____
Detail:
- 6.7 The application should allow users to sign up for work.
Status Score: ____
Detail:
- 6.8 The application should require user requests to be approved by management.
Status Score: ____
Detail:
- 6.9 The application should verify that specific certifications are still valid.
Status Score: ____
Detail:
- 6.10 Staffing rules should be configurable.
Status Score: ____
Detail:

7. Technical Specifications

- 7.1 The system should be capable of automatically notifying personnel of special events (emergency or non-emergency). The dialing sequence process should be able to be stopped to allow individuals to call candidates personally.
Status Score: ____
Detail:
- 7.2 The system should be capable of automatically:
Dial a minimum of forty (40) lines simultaneously for emergency call in incidents.
Status Score: ____
Detail:
- 7.3 The system should be capable of automatically notifying supervisors and management to warn them of any unfilled/open positions.
Status Score: ____
Detail:
- 7.4 The system should be capable of allowing the department to record messages.
Status Score: ____
Detail:
- 7.5 The system should be capable of sending notification to personnel by telephone, voicemail, or pager (including alphanumeric capability), cellular phone, electronic fax, or electronic mail.
Status Score: ____
Detail:

8. Reporting

- 8.1 The system should generate reports of personnel certifications.
Status Score: ____
Detail:
- 8.2 The system should contain a comprehensive reporting capability and allow ad hoc reporting by an external application.
Status Score: ____
Detail:
- 8.3 Reports should be sort able by working codes, non working codes, rank, specialty, and dates.
Status Score: ____

Detail:

8.4 The system should be able to report on labor rules and guidelines that are used during the bidding process.
Status Score: ____
Detail:

8.5 Should be able to create reports to screen, paper or excel.
Status Score: ____
Detail:

9. Other

9.1 The Application should include a comprehensive security system that will only allow users access to functions identified by the administrator.
Status Score: ____
Detail:

9.2 The telephone application should be flexible to accept and use pre-recorded messages. The telephone should be flexible to make an outbound call using the department's rules to determine who is next on the Call Out List.
Status Score: ____
Detail:

9.3 The telephone application should include a comprehensive security system that will only allow users access to functions identified by the administrator.
Status Score: ____
Detail:

9.4 The telephone application should be capable of accommodating a minimum of forty incoming/outgoing calls simultaneously.
Status Score: ____
Detail:

9.5 The application should have web based graphical user interface.
Status Score: ____
Detail:

9.6 The application should provide access for 600 Mn/DOT Maintenance personnel software users (web based).
Status Score: ____
Detail:

9.7 Each employee is able to print out a list of the positions they have bid on, in the priority order they bid.
Status Score: ____
Detail:

ATTACHMENT B. Other Questions: Hardware Software, Warranty, Pricing, License, Project Schedule, Documentation and Training.

Respond by entering and providing detail below. This section will be scored.

1. Hardware/Software Specification

- 1.1 The Contract Vendor should provide a recommended specification for server(s), all required hardware, software and all components required for a resilient Scheduling Application System.
Provide detail:
- 1.2 The Contract Vendor should detail Operating System version, patch level, detailed hardware configuration, number of Internal Protocol (IP) addresses, types and number of telephone lines required to make up to 40 simultaneous calls.
Provide detail:
- 1.3 All servers, equipment should be designed/sized for a five-year life cycle replacement plan.
Provide detail:
- 1.4 The Mn/DOT Metro Maintenance Department will provide power, backup power, operational environment, purchase, install and initialize the contractor specified equipment; the contractor will complete all installation and setup associated for delivering a fully functional Scheduling System.
Provide detail:
- 1.5 Clearly documented details on contractor performed installation and setup should be provided in a delivery directory on a server. All access to the Department Domain will be via a secure Virtual Private Network via an account provided by the Department.
Provide detail:
- 1.6 If there is Scheduling System specific software components required to access the scheduling application, the price will be included in the Contractor cost. The contractor will install five (5) client Personal Computers with access to the Scheduling System and provide detailed client installation documentation.
Provide detail:
- 1.7 The Contract Vendor should provide detailed documentation of Personal Computer (Client) installation Instructions.
Provide detail:
- 1.8 The Contract Vendor should provide a Scheduling System that can be backed up and restored in the Department data center environment. The contractor should supply detailed procedures including:
Systems backup and restore
Database backup and restore
Provide detail:

2. Warranty, Pricing and License

- 2.1 Mn/DOT Metro Maintenance will own all licenses for all software used in the scheduling system, including third party software.
Provide detail:
- 2.2 The client PC software license should allow installation on any department's computer that meets the contractor's minimum specifications.
Provide detail:
- 2.3 The Contract Vendor should provide warranty coverage for a period of one year after successful installation.
Provide detail:

- 2.4 The vendor will provide software upgrades as part of a maintenance contract.

Provide detail:

- 2.5 The vendor should provide technical support for troubleshooting issues to be accessed by any user of the system. This support should preferably be available 24 hours a day, 7 days a week, 365 days a year including holidays with a minimum four (4) hour response time.

Provide detail:

3. Project Schedule

- 3.1 The Contract Vendor should provide a project schedule with clearly defined negotiated and/or agreed upon payment milestones, accepted by the Department, for completion for each phase of the project.

Provide detail:

4. Documentation

- 4.1 The successful Contract Vendor should provide a minimum of two copies of installation, service, operation and user manuals for the system per department.

Provide detail:

- 4.2 The Contract Vendor should supply written instruction detailing necessary daily, weekly and monthly administrative maintenance requirements.

Provide detail:

- 4.3 The Contract Vendor should provide written instructions for contacting and working with the vendor to report and correct problems with the software provided by the vendor.

Provide detail:

- 4.4 The Contract Vendor should supply written documentation detailing all site-specific customizations to the system including data loaded by the vendor.

Provide detail:

- 4.5 The Contract Vendor should supply written license and warranty information for the software provided by the vendor.

Provide detail:

- 4.6 The Contract Vendor should supply detailed procedures for system including:

System backup
Database backup

Provide detail:

5. Training

- 5.1 The Contract Vendor should provide one (1) week (5 days) of administrative and configuration training to four (4) attendees. This training will be conducted at a Metro District location and should include the configuration of the software for incorporation into the agency and interpreting the rules and procedures of the Minnesota Department of Transportation Metro Maintenance Department in the software program. This training should be included in your final lump sum cost.

- 5.2 The Contract Vendor should provide user manuals and manuals on CD, for computer and telephone access to all attendees of the administrative training.

- 5.3 The Contract Vendor should provide on-site training to department scheduling supervisors. This training should be held at the Metro District location and should center on basic operation of the system and include the entry and building of schedules. This training will consist of at least four (4) hours and will be available to a maximum of 60 students. The Department does have available a training room that can occupy a maximum of 15 students at a time. This training should be included in your final lump sum cost.

Appendix 1
Proposal Cost Worksheets

Cost worksheet 1. Summary

from worksheet number	<i>Product or service</i>	Costs before and during the initial 1-year maintenance period	Recurring annual costs after the initial 1-year maintenance period
#2	1. Software		
#3	2. Technical implementation services, training, and customer support		
#4	3. Ongoing maintenance & support		
#5	4. Hardware (if any)		
#6	6. Other Costs		
	Yearly Cost of This Proposal		
	Total. Sum of “Costs before and during the initial 1-year maintenance period” and “Recurring costs after the initial 1-year maintenance period”. This is the Proposal Cost for the initial Contract period.		

Cost worksheet 2. Software application and third-party software application

The license agreement must provide an installation scheme that supports segregated databases for: (1) development and configuration; (2) testing and quality assurance; and (3) production. These can be on the same or separate servers. A fourth (4th) database, for disaster recovery, must be installed on a separate server. If the responder's business model is such that separate costs are ascribed for each installation, then the responder should complete a separate copy of Cost Worksheet 2 for each installation.

list	Part 1. Vendor application software	License type	number of licenses	Costs before and during the initial 1-year maintenance period	Recurring annual costs after the initial 1-year maintenance period
1					
2					
3					
4					
	Total for Part 1				
list	Part 2. Third party application or tool software	License type	number of licenses	Total one-time cost	Recurring annual costs after the 1-year warranty period
1					
2					
3					
4					
	Total for Part 2				
	Software, Total costs				

Cost worksheet 3. Technical implementation services, training & customer support, particularly before and during the initial 1-year maintenance period

list	Description of item	Number of Units	Unit measure	Unit cost	Total units x unit cost
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
	Technical implementation services, training, and customer support, Total cost				

Cost worksheet 4. Ongoing maintenance and support services

list	Maintenance and support services	Number of Units	Unit measure	Costs before and during the initial 1-year maintenance period (if any)	Recurring annual costs after the initial 1-year maintenance period
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
	Ongoing maintenance & support, Total cost				

Cost worksheet 5. Hardware and hardware maintenance (if any)

list	Item or Device	Number of Units	Unit measure	Unit cost	Total units x unit cost	Recurring annual costs after the initial 1-year maintenance period
1						
2						
3						
4						
	Hardware, Total costs					

Cost worksheet 6. Other Costs

list	Other	Number of Units	Unit measure	Unit cost	Total units x unit cost	Any Recurring Costs
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
	Other, Total costs					

STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

LOCATION OF SERVICE DISCLOSURE

- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will entail work that is ENTIRELY performed within another state or states within the United States.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed in part within Minnesota and in part within another state or states within the United States.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, DO involve work outside the United States. Below (or attached) is a description of:

(1) the identity of the company and its location (identify if subcontractor) performing services outside the United States;

(2) the location where services under the Contract will be performed;

(3) and the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

☐ Attachment enclosed at (state where): _____

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the Contract without prior, written approval from the State of Minnesota.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____